

Contents

1. Interpretation.....	2
2. Background Information	2
3. Bookings	2
4. Cancellation by Hirer.....	2
5. Keys	3
6. Payment	3
7. Use of the Hall	4
8. Car Park	4
9. Supervision.....	5
10. Premises Licences	5
11. Insurance	6
12. Disclosure & Barring Service (DBS) Requirement	6
13. GDPR	6
14. Damage/Breakages	7
15. During your Hire	7
16. Kitchen.....	9
17. Stored Items	9
18. Health and Safety Compliance.....	9

The Sedlescombe Village Hall Management Committee's Conditions of Hire appear below. We reserve the right to amend these Terms and Conditions of Use in writing at any time and without prior notice. You should refer to them now, and again at time of use. Any changes will be clearly marked as such.

1. Interpretation

In these terms and conditions,

- a. "Hall" or "the premises" are to be understood to be Sedlescombe Village Hall, its buildings, car park and grounds.
- b. "Trustees" is understood to be the board of trustees who, through their management committees own and manage the hall.
- c. "You" is understood to be the hirer of the hall, or organisation representative making the booking; "you" may also be understood as the trustees or managing committee of the organisation making the booking. T
- d. "Constitution" refers to the Sedlescombe Village Hall CIO Constitution, the latest version is available on our website

2. Background Information

The village hall is held on a strict trust which require the management committee to ensure that it is administered in accordance with that trust. Our Trustees are volunteers who are elected from time to time in accordance with the Hall constitution. The Trustee Board may from time to time delegate some of its responsibilities to a Management Committee and/or other committees.

You are welcome to ask about becoming a trustee

3. Bookings

Bookings are made through our website using Hallmaster's booking system. Once a booking is made it is reviewed and an invoice sent. You should allow several days for this to happen. The booking is confirmed when the invoice is paid. If an invoice becomes overdue the booking may be cancelled.

Regular/frequent users are invoiced in arrears.

The Hall's Trustees and Management Committee reserves the right to refuse a booking application or to cancel an accepted booking.

4. Cancellation by Hirer

All cancellations must be made in writing or by email to Bookings Secretary. Telephone messages and texts are not accepted.

Pre-paid bookings if cancelled:

- a. more than 90 days in advance will be refunded in full;
- b. between 90 and 14 days in advance may be refunded 50% at our discretion
- c. within 14 days will not be refunded.

BUT: Where the cancellation is due to external forces which are not your fault, such as extreme weather, full refunds may be given.

Bookings invoiced and paid for after the event (frequent users) may be cancelled free of charge up to one month in advance. Cancellations within one month may incur a fee if we may have accepted other bookings.

(When it is school holidays, Mon Wed and Fri are free. In the past we have been approached by Holiday Schemes, or people wanting 2 or 3 day bookings, and have turned them away, only to find Tues or Thurs becomes free later on.)
In the unlikely event of cancellation by the Trustees, other than for reasons given in 4e above, a refund will be given.

5. Keys

We now operate a key safe entry system. You will receive the code to access the keys.

You are responsible for replacing the keys in the key safe after opening, and again after locking up at the end of the booking. You will be responsible for the cost of replacing keys which are not put back in the key safe at the end of the hire period.

6. Payment

a. Hire charges

Regular Users are invoiced in arrears and should pay by bank card or bank transfer in full by the date shown on the invoice (normally in 30 days).

Failure to settle the invoice on time without good reason may incur interest charges equivalent to those paid in interest by our bank.

Users making one-off or occasional bookings.

- i. will receive an invoice, payable by the date shown on the invoice, usually within 7-10 days
- ii. must pay in full, by debit or credit card, to confirm the booking. Payment by instalments is allowed at the Treasurer's discretion;
- iii. will have unpaid bookings cancelled by us;
- iv. will usually be asked for a refundable deposit;
- v. will have the deposit refunded to the card used to pay, usually within 10 working days if the Hall is left in a satisfactory state (see below).

If paying by card is a problem, contact

treasurer@sedlescombevillagehall.org.uk for BACS details

(payment by card gives instant/automatic confirmation of booking reducing admin enormously. However, some entities such as ESCC can only use BACS)

Damages or cleaning

The Trustees reserve the right to withhold all or part of the deposit to cover any additional cleaning if the hall is not left clean, tidy and in accordance with these Terms and Conditions.

The Trustees additionally reserve the right to invoice you for the full cost of repairs to any damage caused during your period of hire.

7. Use of the Hall

- a. You must only use the Premises for the purpose described on the booking form
- b. You shall not sub-hire
- c. You shall not use or allow the Premises to be used for:
 - i. Any political rallies or demonstrations;
 - ii. purposes which are illegal;
 - iii. functions attended by people whose presence may cause civil unrest or division within the community;
 - iv. an organisation or individual which has been banned by law.
- d. You shall not do anything or bring on to the Premises anything which may endanger the premises or invalidate any insurance policies.
- e. You agree to ensure that your event is held in accordance with all current legislation, in particular the Equality Act 2010, and in accordance with the objects of the Sedlescombe Village Hall CIO. These are "To further or benefit the residents of Sedlescombe and the neighbourhood, without distinction of sex, sexual orientation, race or of political, religious or other opinions by associating together the said residents and the local authorities, voluntary and other organisations in a common effort to advance education and to provide facilities in the interests of social welfare for recreation and leisure time occupation with the objective of improving the conditions of life for the residents."

The Trustees reserve the right to exclude or eject from the Premises any person, and to cancel any booking, where they consider that any event might violate these conditions or be in breach of the Constitution.

8. Car Park

The Height Barrier at the entrance is 2.1m high and may be locked shut at any time without warning. Please inform at time of booking if you need it to be open, eg for delivery vans, bouncy castles etc.

All vehicles must be removed after the event and in no circumstances left overnight in the car park.

The Hall and its Trustees accept no liability for damage to, or theft of or from vehicles parked in the car park

9. Supervision

During the period of the hiring, you will be responsible for:

- i. supervision and care of the premises, the fabric and the contents,
- ii. the behaviour of all persons using the Hall whatever their capacity,
- iii. proper supervision of car parking arrangements.
- iv. drawing these Terms and Conditions to the attention of any other attendee at their event.
- v. ensuring that the Hall is left locked and secure at the end of the hire.

10. Premises Licences

The Hall holds a Premises Licence under the 2003 Licensing Act covering the Sale of Alcohol, Theatrical Performances, the Showing of Films and the Public performance of Music, Singing and Dancing. A copy of the licence is exhibited in the foyer. You are responsible for ensuring that the terms and conditions of the licence are strictly observed.

You shall not apply for any additional licences without the explicit written permission of a representative of the Trustees.

By making a booking application, you agree to indemnify members of the Hall's Management Committee and/or The Trustees against any penalty imposed for any breach of licence conditions by the user.

Alcohol Licence

The hall has a licence to sell alcohol . If you wish to sell alcohol you will need to pay Sedlescombe Village Hall £21 for temporary use of its licence.

Hours of Use

Apart from use in accordance with the Public Entertainments License or for Elections, the Hall may be used only from

- 9.00 am to 11.00 pm Sundays to Fridays
- 9.00 am to 11.45 pm on Saturdays

For Public Entertainment it may only be used at the following times:

- 10.30 am to 10.45 pm on Mondays to Fridays
- 10.30 am to 11.45 pm on Saturdays

- Not at all on Sunday, Good Friday, or Christmas Day.

Formatted: Indent: Left: 1.27 cm, Hanging: 0.63 cm,
Line spacing: single

The Theatre Licence prohibits performances on Good Friday, Christmas Day and before 2.00 pm on any Sunday.

11. Insurance

- a. During the period of the hire, you shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises . You shall indemnify the Hall and its Trustees from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire except where due to the negligence of the Venue or the Hall Trustees or their agents. IN ENGLISH: You are responsible for any losses, injuries or claims by people using the Hall whilst you are hiring it. The Trustees are only responsible where the claim is due to our negligence.
- b. The Hall carries its own insurance against claims against negligence of the Trustees. You should not rely on this insurance.
- c. The use of personal items in the hall is at your risk. The Management Committee will not be responsible for damages by any means, or theft, of any your items

Formatted: Indent: Left: 0.63 cm, Hanging: 0.63 cm

12. Disclosure & Barring Service (DBS) Requirement.

- a. "The Trustees will accept bookings only from people over the age of 18. Apart from family parties which are supervised by close family members, you will be expected to ensure that legislation including the Children Act 2004 and subsequent legislation, and any conditions required by the Office for Standards in Education (OFSTED) or by the local Social Services Department (as appropriate) are complied with. This includes ensuring that only fit and proper persons who have passed the appropriate Disclosure & Barring Scheme (DBS) checks have access to the children. Checks will also apply where children over eight and vulnerable adults are taking part in activities. You shall provide the Trustees with a copy of their Safeguarding Children & Vulnerable Adults Policy on request.

Formatted: Default Paragraph Font, Font:

Formatted: Default Paragraph Font, Font:

Formatted: List Paragraph, Indent: Left: 0.62 cm

Formatted: Default Paragraph Font, Font:

The Trustees' policy on Safeguarding makes it clear that the Hall and its Trustees will accept no liability in respect of failure of Hirers to ensure those with access to children have obtained DBS certification. A copy of the Hall's safeguarding policy is available on our website."

Formatted: Default Paragraph Font, Font:

Formatted: Default Paragraph Font, Font:

Formatted: Font: (Default) +Body (Aptos), 12 pt

Formatted: Default Paragraph Font

Formatted: Normal, Indent: Left: 1.25 cm, No bullets or numbering

13. GDPR

Personal data supplied on the Room Hire Booking form will be held and used in accordance with current data protection legislation for statistical analysis, management, planning and provision of services by the Hall and its partners. Data will not be shared with other entities unless formally requested by Police or

similar agencies.

14. Damage/Breakages

You must report any damage or breakages to the Manager and Booking Clerk as soon as possible, however such damage or breakage was caused. The Trustees reserve the right to invoice you for any damage to the hall fabric, fittings, or property, which occurred during your rental of the Hall."

15. During your Hire

a. Alterations

You must not make any alterations or additions to the premises. Nothing shall be fixed to any part of the premises without our written approval. This includes banners, bunting, fabric, balloons, etc. We may choose to keep any approved alteration or addition at the end of the hiring. Such items will become our property unless you remove them promptly. You must make good to our satisfaction, or pay for, any damage you cause to the premises by such removal.

You must not use pins, sticky tape, Bluetack or similar materials on the walls or floor.

b. Advertising:

You shall not display any advertising in the Hall or in its grounds without the written permission of the Trustees.

c. Cleaning

You must leave rooms used in a clean and tidy state ready for the next user. You will be charged for any abnormal cleaning costs incurred.

d. Furniture

You are responsible for ensuring that chairs are re-stacked in groups of 5 or less against the hall wall. (See notices on wall for where they go). You must ensure that the trolley is used for moving groups of chairs so that the floor surface is not damaged by dragging furniture across it.

Tables must be cleaned before storing.

e. Heating

Only heating appliances fitted to the building may be used unless you have the written consent of the management committee to bring others. Portable Liquefied Propane Gas (LPG) heating appliances may not be used.

f. Waste

You must ensure that waste is bagged and removed from the premises, You may not use the Hall's bins. Waste left in the hall or the bins will result in the loss of your deposit or even an additional fee.

g. Smoking

Smoking and vaping is not permitted in or near the building.. Smokers should use an area of the car park well away from buildings (or vegetation in dry periods). Cigarette ends must be disposed of with other rubbish.

h. Use of smoke machines is forbidden

i. Wi-Fi

Wireless internet is provided free of charge to users. You may not use this service for any of the following purposes:

- i. disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws;
- ii. transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
- iii. interfering with any other persons use or enjoyment of the Wi-Fi service;
- iv. making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
- v. You agree to keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

j. Outdoor play area

This is fenced off and is reserved for the Playgroup and is not to be used.

k. Barefoot Use

The floor is a good quality sports floor made of dense hardwood and is cleaned regularly, the hall is not intended for barefoot use. If you wish to use it barefoot, you MUST do your own risk assessment for this before each and every use.

l. Other users

Occasionally, several groups may be making use of the shared facilities (kitchen, hallway, toilets) at the same time. You must respect their reasonable needs. This also includes access by the Hall manager or others who are in the building working on behalf of the Hall and its trustees

m. Cleaning

You must ensure that surfaces in the kitchen are wiped clean after use. You should make a visual check of the hall floor and sweep if necessary. A Hoover is provided for cleaning the entrance lobby and you are responsible for hoovering any mess created during your booking. You should make a check of the toilets and clean if necessary.

16. Kitchen

a. External Caterers

You should ensure that outside caterers carry adequate public liability insurance and are registered with the local Authority where they are based. It is your responsibility to ensure that caterers comply with all health and hygiene legislation and regulations

b. Other catering

If you supply food and drink to the public, anyone involved must hold a Basic Food Hygiene Certificate. A copy of the certificate should be supplied to the Trustees on request.

(this implies everyone involved, or does the Cert just need to belong to one person in charge?)

c. Kitchen utensils and tea towels

Plates, mugs, cups, saucers, bowls, and cutlery are only for catering use and the serving of refreshments. They must be cleaned using the dishwasher provided and returned to the storage trays at the end of each hire.

You are responsible for ensuring that all such items are thoroughly cleaned before return to storage. The dishwasher will sterilise all items but does not always remove all dirt.

Please note that cooking pans, dishes and utensils are not supplied

d. The hall does not provide tea towels and users must supply their own.

e. Children under 12 must be supervised at all times if allowed in the kitchen.

17. Stored Items

Items stored or left at Sedlescombe Village Hall are left at the owner's risk. The Hall and its Trustees will accept no liability for the loss of or damage to items left in the Hall. Unclaimed items may be disposed of.

18. Health and Safety Compliance

a. Fire Regulations, which are displayed in the entrance hall, must be strictly observed.

i. 2 metre (6 feet) clearances are to be left at all fire exits. All corridors are to be kept clear.

ii. You must familiarize yourself with extinguisher and fire blanket points.

iii. You must ensure that the relevant instructions regarding Fire and Emergency procedures are known by all occupants. The hall is equipped with a fire detection system and alarms will sound if smoke or heat is detected in certain areas. If the alarm sounds, the premises must be evacuated via the nearest emergency exit. These are clearly

marked, and you should familiarize yourself with them prior to your function. In the event of someone discovering a fire, the nearest alarm call point should be activated, and the building evacuated immediately.

- iv. For large or public events you must nominate several people as Fire Wardens with responsibility for checking all areas are clear of people if evacuation is necessary.
 - v. Only if it is safe to do so should any attempt be made to fight a fire using only the fire extinguishers in the hall.
 - vi. The village hall alarm system is not directly linked to the emergency services; you will therefore need to call the emergency services. You must ensure that the phone inside the hall is only used if it is safe to do so without putting anyone at risk.
 - vii. The fire assembly point is at the top of the car park near Red Barn Field. In the event of a fire, please DO NOT attempt to leave in your car as this could prevent access by the emergency services.
 - viii. No person should be permitted to re-enter the hall until you are sure there is no danger.
If the Fire and Rescue Service is called, they will assume responsibility for the area and give the all clear.
- b. Electrical Appliances
You are responsible for ensuring that any electrical appliances you use, including extension leads, shall be PAT tested and supply proof of this on request.
- c. Accidents and First Aid
A first aid box is available in the kitchen. You are responsible for recording any accidents in the Accident Book which is also kept in the kitchen. Injuries should also be reported to the hall manager.
- d. Risk Assessment
You should carry out a risk assessment in respect of your use of the Hall. The Hall Manager can supply a suitable template.