



Clymping Village Hall Standard Terms and Conditions of Hire

We really look forward to welcoming you to Clymping Village Hall and trust that your event will be enjoyable and successful.

The following standard conditions apply to all hiring of Clymping Village Hall and we ask that you read it and download a copy for reference.

If you have any doubt as to the meaning of any of the wording the Booking Administrator can be contact by email on Clympingvh@gmail.com

Our apologies for the formality of this document, however we are obliged to be thorough.

1. Age

The Hirer is required to be over 25 years of age, and accepts full responsibility for being in charge of the premises and must remain on the premises at all times during the course of the hire. The hirer is also responsible for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight, or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Hall Administrator, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings, or contents and for loss of contents. All damage, however slight, MUST be reported immediately by email to; clympingvh@gmail.com

3. Use of premises

The Hirer shall not use the premises, including the car park for any purpose other than that described in the Hiring Agreement and shall not sublet or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way, nor do anything, or bring onto the premises anything, which may endanger the same or render invalid any insurance policies in respect thereof, nor allow the consumption of alcohol therein, without written permission. The use of deep fat friers, artificial snow machines and bubblemaking machines are prohibited. **Setting up and clearing up time must be included in the booking time.** The facilities are not to be used outside of the times booked thereby maintaining the booking schedule for all users. If there is an emergency on the day of hiring, please call 07973 186361 (this number is for emergencies only and cannot be used for bookings).

4. Insurance and Damage

A deposit of up to £200 will be charged. This will be returned after a final check of the premises. The Hirer will be liable for:

1. The full cost of repair of any damage (including accidental and malicious damage) done to any part of the premises, or its contents, and including the area of land surrounding the Hall.

2. Any additional costs to the management due to insufficient separation of waste streams and/or use of the wrong waste containers.

At the end of the hire all waste bins must be emptied into the correct containers in the carpark. No recyclables are to be placed in the general waste container.

The Village Hall is insured against any claims arising out of its own negligence.

5. Gaming, betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

6. Music Copyright licensing

The Village Hall holds relevant licenses under Performing Right Society (PRS) and the Phonographic Performance License (PPL) and is therefore licensed for music and dancing.

7. TV & Film

The Village Hall has no television license and therefore hirers should ensure no television streaming takes place. We do however, hold a MPLC License so the streaming or showing of films is covered.

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licenses for film.

8. Childcare Act 2006

The Hirer shall ensure that any activities for children under eighteen years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks (DBS) should have access to the children. Checks may also apply where children over eighteen and vulnerable adults are taking part in activities.

9. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the Hall's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the management committee.

1. The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Hall.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box.

2. In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

10. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

11. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall take all measures to avoid violent or criminal behaviour and ensure that care is taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. No illegal drugs may be brought onto the premises.

Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

The hirer will take all measures to avoid disrupting or disturbing neighbours of the Hall

In the event of unacceptable behaviour, the trustees or their representatives, at their discretion, have the authority to close and clear the Hall without prior warning.

12. Health and hygiene

The Hirer shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator. The Trustees of the Village Hall will require sight of the hirers Food Hygiene Certificate if they are selling food.

13. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, PAT (Portable Appliance Testing) tested and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

14. Stored equipment

The Village Hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

15. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire, or leave litter. Vaping is also disallowed within the building.

16. Accidents and dangerous occurrences

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as possible**. The Hirer must report all accidents involving injury to the public to a member of the Village Hall Management Committee as soon as possible and complete the relevant section in the Village Hall's accident book which can be found in the hall kitchen.

17. Explosives and flammable substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into or used in any part of the premises.
- (b) No internal decorations of a combustible nature (e.g. Chinese lanterns, polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.
- (c) Bonfires are not allowed unless by prior agreement.

18. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

19. Animals

The Hirer shall ensure that no animals (including birds) except guide (or other support) dogs are brought into the premises, other than for a special event agreed to by the Village Hall Trustees. No animals whatsoever are to enter the kitchen at any time.

20. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises. Failure to observe this condition may lead to prosecution by the local authority.

21. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed.

22. Kitchen

If the hirer uses the kitchen or any of the items within the kitchen, everything used must be thoroughly cleaned and put away in its allotted place. All kitchen units must be left clean and tidy, kettles emptied, and the floor swept/mopped. All waste containers must be emptied and left clean.

23. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Village Hall Committee. The Village Hall reserves the right to cancel this hiring by written or email notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- (b) the Village Hall Management Committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- (c) the premises becoming unfit for the use intended by the Hirer.
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion, or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

24. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, checking all windows and fire doors are locked, and any contents temporarily removed from their usual positions properly replaced. Hirer to leave by the main door, checking it is shut and locked. The key must be replaced in the lockbox and the box locked.

25. Payment of Invoices

Ad-hoc Hires

A £50 deposit is required within five days of booking, this is to confirm your booking, and any outstanding balance must be fully paid up two weeks prior to your event.

Regular hires

Will be invoiced at the end of the month and those invoices must be paid off within fourteen days to preserve your discount.

26. No alterations

No alterations or additions may be made to the premises, nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Village Hall Bookings Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Village Hall any damage caused to the premises by such removal.

27. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

28. Data Protection

We will hold data regarding your booking one year after your last booking with us.

Clymping Village Hall uses personal data for the purposes of managing the hall, its bookings and finances, fundraising, running, and marketing events of the hall, staff employment, its fundraising activities and where required under government instructions for the control of Covid-19. Data may be retained for up to 7 years or longer where required (e.g. by our insurers). If you would like to find out more about how we use your personal data or want to see a copy of information about you that we hold, please contact the hall Secretary

By booking with us you agree we may hold your personal data on our system.