



Wadhurst Institute, Hall & Field CIO
Charitable Incorporated Organisation No. 1169908

Wadhurst Institute, Hall & Field CIO
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QUICK-GUIDE: SUMMARY OF TERMS AND CONDITIONS FOR HIRER

The first two pages highlight the essential responsibilities for anyone hiring the Main Hall, Orchard Room, Institute Hub, Community Pop-Up or Field. It is designed to be read before the full Terms & Conditions. It is not a substitute for reading the full Terms and Conditions.

1. What You Are Hiring

You may only use the facilities for the purpose stated in your booking.
You must not sub-let, use the premises unlawfully, or imply endorsement by the CIO.

2. Your Core Responsibilities

You must:

- Be present and in charge throughout the event (must be 18+).
- Ensure there are enough responsible adults, especially for events involving under-18s.
- Manage noise and parking considerately.
- You must have suitable public liability and contents insurance cover.
- You must complete a risk assessment for your activity.
- Book online.
- Not sell Alcohol unless approved by the committee and (if required) obtain a TEN (Temporary Event Notice).
- Bookings are only confirmed when you receive a Confirmation of Hiring.
- You must assess security risks, take appropriate protective measures for your event, and comply with Martyn's Law if required.

3. During Your Event

You must:

- Follow all fire, safety, and licensing rules.
- Keep exits clear, ensure fire doors are unlocked, and know how to use extinguishers.
- Announce fire exits before performances.
- Report accidents and equipment failures immediately.
- For Activities involving children or vulnerable adults follow legal safeguarding requirements.
- Provide DBS (Disclosure and Barring Service) evidence and safeguarding policies if requested.

4. Licensing Rules

If your event includes alcohol, entertainment, film, or music you must:

- Follow the Premises Licence conditions.
- Enforce Challenge 25.
- Respect capacity limits (e.g., Main Hall 199).

5. Prohibited Items & Activities

- No fireworks, naked flames, or highly flammable materials.
- No smoking or vaping anywhere on site.
- No animals except trained assistance dogs (and none in the kitchen).
- No fly-posting or unauthorised advertising.

6. End-of-Hire Requirements

You must:

- Leave the premises clean and tidy.
- Return furniture to original positions.
- Turn off all lights, heating, and kitchen equipment.
- Remove **all** rubbish.
- Report any damage immediately.

Failure may result in deductions from your deposit.

7. Security & Martyn's Law

You are responsible for assessing security risks. Compliance with Martyn's Law requirements is mandatory.

TERMS AND CONDITIONS OF HIRE

USE OF THE CIO FACILITIES

1. The Wadhurst Institute, Hall and Field Charitable Incorporated Organisation (WIHF CIO) exists to provide and run the village hall and recreation field for the benefit of the inhabitants of the Parish of Wadhurst and the Public at large, for social welfare and improvement of life.
2. Against this background, these 'Terms and Conditions of Hire' (T&Cs) relate specifically to the use of the Main Hall, Orchard Room, Institute Hub, Community Pop-Up and Field as appropriate in the Wadhurst Institute and Commemoration Hall; applying to all users of said facilities and forming the basis of the contract between the Hirer and the Hall's Management Committee, unless otherwise agreed in writing. The premises shall be used only for the purposes specified when booking the Hall. The Hirer shall not sub-let the facilities or use or permit them to be used for any unlawful purpose or in any unlawful way or in any other way which might endanger the premises, prejudice the CIO's insurance cover or jeopardise the Charity's wider reputation. Further to this Wadhurst Institute, Hall, and Field may stipulate as part of the booking conditions that all promotional material or public facing material relating to this event must clearly state that the hiring of the hall does not constitute or imply any endorsement by the Charity of the views, activities, or objectives of the Hirer. This will be confirmed with the Hirer in advance of confirming the booking.
3. 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; in particular the Hirer shall ensure that there are sufficient responsible adults/stewards (aged 18 or over) present for any event, in particular where those attending or taking part in the event are under the age of 18. The Hirer shall also ensure that the parking of vehicles by users of the Hall does not unnecessarily inconvenience any neighbouring properties and that any noise is kept to a minimum and does not unduly disturb said properties.
4. Age. The Hirer, not being a person under 18 years of age, hereby accepts responsibility for always being in charge and present on the premises at all times when the Public are in attendance and for ensuring that all conditions, under this Agreement, relating to the management and supervision of the premises are met.
5. Insurance and Indemnity. The CIO shall not be responsible for any loss or damage to any property¹ and assets arising out of the hiring nor for any loss, damage or injury which may be incurred by, or be done or happen to, any person or persons resorting to the premises during the hiring, arising from any cause whatsoever. Neither shall the CIO be responsible for any loss due to any failure of supply of electricity, or leakage of water or gas, fire, or Act of God, which may cause the premises to be temporarily closed, or the hiring to be interrupted, terminated or cancelled. The Hirer shall indemnify the CIO against any claim which may arise out of the hiring, or which may be made by any person resorting to the premises during the hiring, in respect of any such loss, damage or injury. Hirers are responsible for ensuring that they have adequate contents and public liability insurance cover for their activity.
6. Equal Opportunities
The CIO Trustees are committed to ensuring equal access to, and fair use of, all facilities in accordance with the Equality Act 2010. We aim to provide an inclusive environment in which everyone is treated with dignity and respect, and where no individual is disadvantaged or discriminated against on the basis of any protected characteristic, including sex, age, race (including colour, nationality, and ethnic or national origins), disability, sexual orientation, religion or belief, gender reassignment, pregnancy or maternity and marriage or civil partnership (where relevant).
7. Accessibility and Inclusive Facilities. The CIO Trustees are committed to a programme of improvement to enable visitors with access needs to maximise access to all parts of the Hall while minimising unnecessary restrictions, so that they can make the most of the Hall's facilities. To this end:

¹ To include stored property.

- a. Car parking. A space is provided at the front entrance for setting down/picking up on level ground and, in addition, one of the 8 marked parking bays is a dedicated accessible parking space available on a first-come, first-served basis.
 - b. Access to the Main Entrance. A ramp provides front door access to the Main Hall for wheelchair users.
 - c. Toilet and Washing Facilities. Accessible toilets are available in the Main Hall and the Institute
 - d. Aids to Communication. The Premises is equipped with a Hearing Loop; instructions are in the entrance lobby, it must be switched off after use.
8. Wi-Fi. Is available to the Hirer at the users' risk.
9. Limitations and Restrictions. Further to the above:
- a. Main Hall. French chalk, or any similar substance, must not be applied to the floor of the Hall. Drawing pins and adhesive substances (e.g.: sticky tape or 'Bluetack') must not be used on the walls. Nothing must be pinned to the blinds.
 - b. Car Parking. There are 8 marked parking bays in front of the Hall, including one accessible bay. Parking is available on a first-come, first-served basis. Vehicles must be parked only in the marked bays, and the central area must be always kept clear for emergency access.
 - c. Fly Posting (Unauthorised Advertising). The Hirer will not carry out or permit fly posting or any other form of unauthorised advertising for any event taking place at the Commemoration Hall. The hirer shall indemnify the Management Committee against all actions, claims and proceedings arising from any breach of this condition. Failure to comply may result in prosecution by the local authority.

THE BOOKING PROCESS

10. The following facilities can be booked daily, between 0900 - 00:00 hrs, using these T&Cs the: Main Hall, (with or without Kitchen), Orchard Room, Institute Hub, Community Pop-Up and Field. Factors to be taken into account when doing this include:
- a. Booking Procedure. All bookings must be made online at www.wadhurstcommemorationhall.org/booking, having first checked availability, online or with the Hall Operations Manager by phone 07428 748625 or Email at contact@wadhurstcommemorationhall.org. Bookings are NOT confirmed until a 'Confirmation of Hiring' Form has been issued.
 - b. Alcohol. Hirers must notify us via the Operations Manager at the time of their booking if they wish to sell or serve alcohol at their event, even if this is offered for free. The sale of alcohol is not permitted unless it has been approved by the committee. Please ensure when booking you give adequate time for consideration of your request. The Operations Manager will inform the Hirer whether they need to apply for a TEN (Temporary Event Notice). Please do not apply for a TEN until the booking has been confirmed. The Operations Manager will require to see the TEN before the event takes place.
 - c. Ticketing. The number of tickets sold for an event must not exceed the total capacity of the room as specified in the online booking form. Dances and/or discos are only permitted if held by invitation with tickets sold in advance. For all other events, the sale of admission tickets at the door is allowed.
11. Charges. The Hirer will be charged, in advance, in accordance with the current 'Hire Charges' identified in the online booking form. The cost will include the time used for the preparation and/or clearing of the premises:
- a. All bookings of a room may be subject to the payment of a deposit.
 - b. The deposit will be repaid to the Hirer within 28 days of the end of the hiring less the cost of rectifying any damage caused to the premises and/or the contents thereof during, or because of, the hiring.
 - c. Notwithstanding any deposit paid, the Hirer shall indemnify the Management for the cost of repair of any damage done to any part of the property, including the curtilage thereof, or the contents of the buildings during, or because of, the hiring.
12. Cancellation.
- a. If a booking is cancelled fewer than 60 days before the hire date, the full hire fee will be charged unless the Trustees agree that extenuating circumstances apply.

b. For Bulk Bookings (10 or more bookings made by the same organisation or individual), any cancellation made fewer than 90 days before the hire date will be charged at the full hire fee unless the Trustees agree that extenuating circumstances apply.

13. Hiring Conditions. In addition to the conditions articulated at paragraph 2 above, at the request of the Operations Manager, the Hirer will be required to:

- a. Provide evidence that they have adequate contents and public liability insurance cover for their activity.
- b. State they understand the CIO Health & Safety Instructions contained in these T&Cs.
- c. Demonstrate that they have carried out an appropriate risk assessment for their activity.

14. Intervention. The Hall Management Committee reserves the right to enter the facilities at any time during the hire if it has reasonable grounds to believe that something is unsafe, improper, or otherwise requires intervention. The Committee may impose additional conditions immediately or bring the event to an end if necessary to protect guests, ensure the safety of the building, or prevent misuse of the premises.

15. Actions on End of Hire. The Hirer must:

- a. The hirer must leave the premises and surrounding areas clean and tidy, return all chairs, tables and equipment to their usual positions (stacking chairs no more than eight high), and ensure that all lights, heating and kitchen appliances are switched off. Failure to do so may result in an additional charge by the Management Committee.
- b. Immediately notify the Operations Manager of any damage or deficiencies on contact@wadhurstcommemorationhall.org
- c. The hirer must remove all items brought onto the premises and take away all rubbish generated during their use of the CIO facilities. Rubbish must not be left inside or outside the building and must not be placed in the Hall's trade waste bin.

Safeguarding

16. Safeguarding

In line with current UK legislation relating to the safeguarding of children, young people and vulnerable adults:

- a. The Hirer shall ensure that any activities involving children, young people or adults at risk are provided only by fit and proper persons, in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006, and any subsequent legislation.
- b. When requested, the Hirer must provide the CIO with a copy of their Safeguarding Policy and evidence that relevant checks have been carried out through the Disclosure and Barring Service (DBS).
- c. The Hirer must take all reasonable steps to prevent harm, and to respond appropriately should harm occur.
- d. Any suspicions or concerns relating to safeguarding must be reported at the earliest opportunity to the CIO's Appointed Safeguarding Lead (ASL). The ASL's name and contact details are available on request from the Operations Manager.
- e. To prevent unauthorised access, Hirers are strongly advised to lock the facility doors once all participants have arrived. This can be done manually from the inside, or by asking the Operations Manager as early as possible to set external doors to auto-lock 15 minutes after the booking begins.
- f. The CIO does not provide supervision for any activities taking place during a Booking and accepts no responsibility for ensuring that the Hirer, or any person engaged by the Hirer, complies with safeguarding legislation or guidance. All safeguarding arrangements remain the sole responsibility of the Hirer.
- g. The Hirer is responsible for ensuring that appropriate supervision ratios, suitable for the nature of the activity and the age and needs of participants, are always maintained.
- h. Where photography, video recording or live-streaming may take place during the Hirer's activities, the Hirer is responsible for ensuring that appropriate permissions, consents and safeguarding measures are in place, in line with their own Safeguarding Policy and relevant legislation.

Health and Safety

17. Health and Safety Issues. The Hirer shall be responsible for ensuring that the premises are safe for the purposes for which they are to be used and shall adopt a common sense and responsible attitude to health and safety when using the premises. In particular:

- a. 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, the CIOs 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 CIOs health, safety and fire precaution requirements.
- b. Fire Precautions. The Hirer shall ensure that its designated responsible adults/stewards are familiar with the location and operation of the fire extinguishers and for ensuring the orderly evacuation of the Hall in the event of fire or other emergency. The Hirer shall also ensure that, during the period of hire, all fire exits are kept unlocked, the exit signs are not obstructed, the smoke alarm is not switched off or tampered with, all escape routes are kept clear and can be safely used and there are no obvious fire hazards. Moreover, in accordance with the Premises Licence, a fire drill should be carried out by the Hirer and their designated responsible adults/stewards and the fire alarm should be tested before each theatrical performance or public entertainment takes place (a fire drill and fire alarm test are not required on more than one occasion each calendar month). Additionally, before each performance, the Hirer shall make a formal announcement identifying the location of all fire/emergency exits. The Hirer must ensure that the risk assessment for the event makes reference to all Fire Precautions being checked and recorded.
- c. Incidents, Accidents and Injuries. The Hirer shall report any accident involving injury to anyone using CIO facilities to the Hall's Operations Manager as soon as possible and shall complete a copy of the Hall's Accident Form, which is located with the First Aid kit in the kitchen. Any failure of equipment, either that belonging to the Hall or brought in by the Hirer, must also be reported as soon as possible. Additionally, in line with UK Government requirements on 'Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)', certain types of incidents, accidents or injuries must be both reviewed using a CIO 'Incident Review Form' and, in certain cases, be reported to the Government's Health and Safety Executive's Incident Contact Centre. The Operations Manager will give guidance and assistance on this, if required. In the event of an emergency, please call the relevant emergency services as well as informing the Operations Manager on 07428 748625. For purposes of the emergency services, Commemoration Hall location details can be found on the Notice Board in the entrance to the Main Hall (Address: Wadhurst Institute, Hall & Field CIO, The Institute, High Street, Wadhurst, East Sussex, TN5 6AP - GPS Coordinates: 51.061947, 0.339534 (WGS84 Standard) - What3Words Locator: ///note.yacht.erupt).
- d. Explosives and Flammable Substances. The Hirer shall ensure that:
 - (1) Highly flammable substances including fireworks are not brought into or used in any part of the premises.
 - (2) No internal decorations of a combustible nature (e.g.: 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.
 - (3) No naked lights, including candles, oil lamps, floating lanterns and the like are permitted.
- e. Electrical Appliance Safety. Any electric equipment to be used on the premises, which is connected to the mains supply, must be notified to the Operations Manager and must show a valid PAT Certificate.
- f. Smoking Policy. Smoking (including the use of Vapes) is not permitted in or around any buildings.

18. Health and Hygiene Issues. The Hirer shall be responsible for ensuring that the premises are safe for the purposes for which they are to be used and shall adopt a common sense and responsible attitude to health and hygiene when using the premises. In particular Food Safety and Preparation. The Hirer shall ensure that:

- a. All food providers must comply with current UK food safety legislation, including the Food Safety Act 1990 and Food Hygiene (England) Regulations 2013. Food must be prepared, stored, and served in a hygienic manner to prevent contamination and ensure consumer safety. The Management Committee is not responsible for any food brought onto the premises.
- b. Food handlers must maintain high standards of personal hygiene, including regular hand washing and use of gloves where appropriate. All food preparation areas must be kept clean and sanitized regularly.
- c. If items available in the kitchen are used, they must be returned complete and clean to their original positions at end of hire. Cleaning materials are not provided, and all rubbish must be taken away from the site and correctly disposed of. Any breakages must be reported to the Operations Manager and will be charged for.
- d. Food providers must clearly label all food items with allergen information in accordance with the Food Information Regulations 2014. Adequate measures must be taken to prevent cross-contamination of allergens.
- e. The Hirer shall ensure that no animals (including birds) are brought onto the premises, with the exception of trained Assistance Dogs supporting individuals with disabilities, as permitted under the Equality Act 2010. No other animals may be brought onto the premises unless prior written consent has been obtained from the WIHF CIO for a specific event or purpose. For hygiene and food-safety reasons, no animals are permitted in the kitchen at any time, including Assistance Dogs.

LICENSING

19. Premises Licence. In accordance with the Licensing Act 2003, the Commemoration Hall is Licensed by Wealden Council for the purposes of; Alcohol Sale or Supply, Dance, Live Music, Recorded Music and Play during the following Opening Hours; Monday to Sunday from 1000 hrs to 0000 hrs.

20. Mandatory Conditions. In accordance with CIO Policy, the Hall's Premises Licence and the Licensing Act 2003, the following mandatory conditions are to be adhered to:

- a. Events Involving Alcohol Supply. Alcohol may only be supplied when the Hirer's designated premises supervisor is in attendance. No persons under 18 years of age may be supplied with or permitted to consume or allowed to sell intoxicating liquor on the premises. . The sale of alcohol is not permitted unless the committee has approved it. Please refer to section 11 a. Booking Procedure as to how to apply for permission to sell alcohol at an event.
- b. Training of Staff the Premises Licence Holder shall ensure that all staff members engaged, or to be engaged, in selling alcohol at the premises shall receive training. This training will include: "The lawful selling of age restricted products", "Refusing the sale of alcohol to a person who is drunk" and "Recognising and dealing with proxy sales".
- c. Protection of children from harm
No children under the age of 16 years shall be allowed on the premises after 00:00hrs. Persons under the age of 18 years must be accompanied by an adult when alcohol is being sold on the premises:
- d. Challenge 25 Policy
The hirer will operate an age verification policy set at a minimum of 25 years (e.g., "Challenge 25") whereby any person attempting to buy alcohol who appears to be under the specified age e.g., 25 will be asked for photographic ID to prove their age.
- d. Capacity Limits. The hirer will ensure that the following room capacity limits are not exceeded:
 - (1) Main Hall. 199 Persons.
 - (2) Orchard Room. 30 Persons.
 - (3) Institute Hub. 15 Persons.
- f. Notification Requirements. When a TENs Licence is not being used, the Hirer shall give at least 21 days' notice to the Licensing Authority, the Chief Fire Officer and to the Chief Officer of Police, prior to:
 - (1) The presentation of any stage performance, or
 - (2) Any entertainment involving special risks or danger to the public, or

(3) Any special entertainment for children wholly or mainly under the age of 16 years.

g. Drunk and Disorderly Behaviour and Supply of Illegal Drugs. The Hirer must ensure that in order to avoid disturbing neighbours of the Hall and avoid violent or criminal behaviour:

- (1) No one attending the event consumes excessive amounts of alcohol, and
- (2) No illegal drugs are brought onto the premises.

Moreover, drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. With this in mind, the Hirer must require any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003. In addition, in such circumstances (in line with paragraph 13 above) the Hall Management Committee reserves the right to curtail the event immediately if it considers this to be necessary.

21. Control of the Premises. Where the premises are hired out for any performance or public entertainment the Hirer will:

- a. By making a booking, accept responsibility for being in charge of and on the premises at all times when the Public are present and for ensuring that all conditions of the entertainment licence relating to management and supervision are met.
 - a. Carry out a risk assessment and safety check to ensure that all Health and Safety issues, identified at paragraph 17 above, are addressed.
 - b. Designate responsible adults/stewards for the duration of the event, instructing them on their responsibilities in the event of fire or another emergency.
 - c. Responsible adults/stewards shall be provided, in attendance on the premises, on the following basis:

- (1) Adult Audiences. One steward for every 100 persons or part thereof.
- (2) Audiences Comprising Principally Children Under the Age of 16 Years. At least two stewards per 100 children or part thereof or at least one steward per exit whichever is the greater.

- d. The responsible adults/stewards shall be persons not less than 18 years of age and always be readily identifiable by means of conspicuous clothing (high visibility fire marshal vests are available from the Operations Manager, on request). At least three properly maintained electric handlamps will be kept readily available for use by the responsible adults/stewards where public areas may be darkened when the public are present and whenever practicable shall be carried by the responsible adults/stewards on duty.
- f. The main duties of the responsible adults/stewards shall be to ensure that safe conditions are maintained on the premises and that the licence conditions are complied with.
- g. Hirer Responsibility for Martyn's Law Compliance
The hirer is responsible for assessing security risks related to their specific event or use of the premises. They must put in place appropriate measures to protect attendees and staff, including emergency preparedness arrangements and compliance with relevant government guidance aimed at reducing vulnerability to terrorist threats. Compliance with Martyn's Law requirements is mandatory throughout the hire period.

22. Entertainment. In accordance with extant legislation:

- a. Music. The Commemoration Hall holds the appropriate music licensing (e.g., PPL PRS for Music), permitting the use of copyright music in any form, including recorded music, radio, television, streaming services, or live performance. Where additional licences are required for a particular activity or event, the Hirer is responsible for obtaining and holding the necessary permissions.
- b. Films. The Hirer must ensure that no film is shown without the appropriate copyright or public screening licence.
- c. The Hirer must ensure that children are not permitted to view age-restricted films, in accordance with the classifications issued by the British Board of Film Classification (BBFC).

23. Betting, Gaming and Lotteries. The Hirer shall ensure that no activity takes place on the premises in contravention of current gambling legislation, including the Gambling Act 2005. Where raffles, prize draws or other forms of gaming are planned, the Hirer is responsible for ensuring full compliance with the relevant statutory requirements and any applicable guidance issued by the Gambling Commission
24. Sale of Goods. Where an event involves the sale of goods or merchandise, the Hirer must comply with all applicable consumer-protection and trading-standards legislation, including the Consumer Rights Act 2015 and associated regulations. Prices must be clearly displayed, together with the name and contact details of the seller or organiser. Any promotional offers or discounts must be accurate, transparent and not misleading.
25. Complaints Procedure. The Hirer shall notify the Operations Manager of any complaint relating to their hire of CIO facilities in writing within no more than **14 days** of the hire date. The Operations Manager will investigate the complaint with, if considered necessary the CIO Trustees and a response will be given to the Hirer within **14 days** of receipt of the complaint based on the outcome of said investigation.
26. Unfit for Use. In the event of the CIO facilities or any part of them being rendered unfit for the use for which it has been hired (howsoever caused), the Management Committee will not be liable to the Hirer for any resulting loss or damage whatsoever. Under such circumstances, if the Management Committee have to cancel the booking, the hire fee will be returned to the Hirer.
27. No Rights Statement. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer. None of the provisions of the Hiring Agreement are intended or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to the Agreement.
28. Privacy and Data Protection. The CIO processes personal information provided by Hirers in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR). Personal data is collected only where necessary to administer bookings, manage the hire of CIO facilities or equipment, or facilitate participation in CIO events. The lawful basis for this processing is the performance of a contract and the CIO's legitimate interests in managing its facilities. Personal information will be used solely for these purposes and will not be shared with any third party unless required by law. Hirers may request access to, correction of, or deletion of their personal data at any time, subject to any legal obligations requiring its retention.
29. Amendment of these Terms and Conditions. The CIO Management Committee reserves the right to amend or replace these Terms and Conditions at any time between periods of hire.