



## Conditions of Hire

These standard conditions apply to all hiring of the Horam Village Hall. If the Hirer is in any doubt as to the meaning of the following, the Bookings Secretary should immediately be consulted. In some circumstances there may also be “Special Conditions of Hire” and in such cases the Special Conditions of Hire terms will apply in tandem to the terms laid out in this document.

The Person (and the Organisation if applicable) to whom the hall is let shall be responsible for:

- Payment of the hall hire fees
- Proper and orderly use of the hall
- The observation of any licensing regulations or other legal requirement governing use
- Leaving the hall in a clean and tidy state
- Ensuring that doors are locked, windows closed, and all lights and water heaters are turned off
- Obtaining the code for the key safe from the booking secretary prior to hire and safe return of keys to the safe. Please make note of the key code on your booking form.

### 1. Payment:

50% of the total hire fee is required as a booking deposit and balance of hire fee is payable 14 days before event - these are non-refundable. In addition, £100 damage deposit (£250 damage deposit if any alcohol on premises) is payable at time of booking.

### 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. As directed by the Bookings Secretary, the Hirer shall pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents

### 3. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful 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.

The pre-school fenced play area –to the right of the building –is not to be used by hirers of the hall. The cost to repair any damage caused to the play equipment in the pre-school fenced play area will be claimed for directly by Horam Community Pre-school.

No Bouncy Castle or other inflatables are permitted inside Horam Village Hall or on the Recreation Ground

### 4. Additional Facilities

There is sufficient ‘general use’ crockery for around 50 people. No cutlery, washing up liquid or tea towels are provided – please ensure you bring these with you. We offer Banqueting facilities for special events to suit your requirements see booking form for details

## **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. Licences**

The Hirer shall ensure that they hold any licences required in respect of any activity in the Village Hall that may require a license to be held (Including Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person), or obtain written confirmation that the Village Hall holds such licences.

The local council licencing law states that music must end at 11pm (unless a TENS has been obtained – the booking secretary must have a copy of this prior to the booking taking place). The hall, recreation ground and car park must be cleaned and vacated by 1230am.

Only authorised licensees can be used for the sale of alcoholic beverages in the hall and details of any occasional licence (TENS) must be provided at least one week prior to the booking taking place.

## **7. Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Licensing Authority 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.

In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and the gate from the play area to the recreation ground is unbolted at the commencement of any hire session and re-bolted at the end of the session.
- That all escape routes are free of obstruction and can be safely used. No furniture should be positioned so as to obstruct fire exits.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

## **8. Means of Escape**

All means of exit from the premises must be pointed out by the Hirer to the participants. Such exits are to be kept free from obstruction and immediately available for instant unhindered public exit. The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied. The fire assembly point is at the far end of the main entrance car park marked by a green sign on post.

## **9. Outbreak of Fire**

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

## **10. Health and Hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

## **11. 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, ideally PAT tested and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

## **12. Hazards Introduced by Hirers**

Hirers are to advise the booking secretary in advance of any 'Hot Works' that will be carried out during the hire period. Any 'Hot Works' must cease at least one hour before the last person locks up.

## **13. Accidents and Dangerous Occurrences**

The Hirer must report in detail all accidents involving injury to the public in the Incident Report Book (located in the kitchen) and to the booking secretary as soon as possible. Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported as soon as possible.

## **14. Explosives and Flammable Substances**

The hirer shall ensure that:

- Highly flammable substances are not brought into, or used in any part of the premises and that
- 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.
- Users must not use smoke machines, or candles of any description.

## **15. 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.

## **16. Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and to prevent violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall only be served in line with current licensing legislation. 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. No illegal drugs may be brought onto the premises.

## **17. Animals**

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

## **18. Safeguarding children, young people, and adults at risk**

You must ensure that any activities for children, young people, and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. If requested, you must provide us with a copy of your

Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

### **19. 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, and shall indemnify and keep indemnified each member of the Village Hall's Management Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

### **20. 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, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

### **21. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event any deposits paid shall be lost. The Village Hall reserves the right to cancel this hiring by written 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:

- Such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
- 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.

### **22. End of Hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced; Hall property hired and removed from the premises is to be returned promptly at the end of the hire period. The hall must be left in a clean and tidy condition ready for the next hirer and all tables, chairs etc must be cleared away.

For any such failure the Village Hall Management Committee shall be at liberty to make an additional charge.

- Cleaning equipment – broom, mop and bucket – can be found in the cupboard adjacent to the ladies' toilets.
- All tables and chairs used in the main hall must be returned to the cupboards at the end of the hall; there should be no more than 5 tables left in the small committee room.
- All rubbish must be disposed of either inside the outside bin or by being taken away. Charges for cleaning up bin bags that have been left by the bins will be taken from the damage deposit (as these get torn by animals overnight and spread).
- Please inform the booking secretary if tablecloths need cleaning after use.

### **23. 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, comply with any other licensing condition for the premises.

### **24. 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.

The Village Hall Management Committee may use its discretion in any of the following circumstances -

- in respect of stored equipment - failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- in respect of any other property brought on to the premises for the purposes of the hiring - failure by the Hirer to remove the same within 7 days after the hiring, dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

### **25. No Alterations (Temporary or permanent) and Damages**

Blutack, pins or tape must not be used on any surface, including the floor, walls, beams, doors or door frames.

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 Hall 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 Hall Management Committee any damage caused to the premises by such removal.

The Hirer shall be held responsible for any damage to the hall and its contents, or any breakages or loss, which must be reported to the booking secretary immediately after the letting. A separate cheque for the damage deposit is required at time of booking, this will be banked, and we will refund the damage deposit less any charges incurred to replace or repair any damage to the hall or its contents once an inspection has taken place or within 14 days of the hire.

### **26. Smoking & The Use of E-Cigarettes.**

Smoking & the use of e-cigarettes is strictly prohibited in the hall.

## **27. Car Parking**

Parking for 25 cars is provided in the main car park. Additional parking is provided in the overflow car park next to the Scout Hut and during evenings and weekends at Merrydown Business Park (spaces opposite village hall only). Cars must not be parked so as to cause an obstruction at the entrance to or exits from the hall. Cars must not be park in front of the Scout Hut. The Hall Management Committee shall not be responsible for the loss of, or damage to, any car or its contents

## **28. No Rights**

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

In signing the booking form, you agree to our conditions of hire.

## **29. GDPR Statement**

Horam Village Hall uses personal data solely for the purposes of managing the hall, its bookings and finances, running and marketing events at the hall, staff employment and its fundraising activities. Data may be retained for up to 7 years for accounts purposes and for longer where required by the hall's insurers. CCTV is in operation on the outside of the building. Images are monitored and recorded for the purposes of crime prevention and public safety. This scheme is controlled by Horam Village Hall. If you would like to find out more about how we used your personal data or want to see a copy of information about you that we hold, please contact the hall secretary.

Booking Secretary: Mrs Angela Wood

01435 81329

Issue No.5

Date: 13/1/2025

**Health and Safety Policy Statement**

This document is the Health and Safety Policy of Horam Village Hall;

Our policy is to provide healthy and safe working conditions, equipment and systems of work for our volunteers, committee members and hirers by ensuring Village Hall Equipment is maintained in a safe condition for all users and to provide training and information as necessary to volunteers and users.

It is the intention of the Horam Village Hall Committee to comply with all Health and Safety legislation and to act positively where it reasonably do so to prevent injury, ill health or any danger arising from its activities.

The emphasis of legislation is to prevent accidents from occurring through risk assessment. The key actions taken is to set up a routine look at the premises and equipment, assess the possible risk of an accident occurring and take steps to reduce the risk.

The Committee have a duty of care under common law towards individuals and organisations to avoid carelessly causing personal injury or damage to property. The Village Hall Committee have a statutory duty under the health and safety at work act 1974 to take reasonably practicable steps to ensure the health and safety of others that use the hall.

District Councils environmental health departments and the health and safety Executive have responsibility for enforcing health and safety requirements. The Local Authority make inspections to ensure that playgroups and nurseries meet Ofsted standards. These inspections are valuable in ensuring the premises are safe.

It is of extreme importance that the Village Hall Committee take steps necessary to ensure that they do not become libel under health and safety legislation or that their insurance is not invalidated through their own negligence.

Employees, hirers, users, and visitors are expected to recognise that there is a duty on them to comply with the practices set out by the committee, with all safety requirements set out in hiring agreements and with safety notices on the premises and to accept responsibility to do everything they can to prevent injury to themselves or others.

Signed for and behalf of Horam Village Hall Committee

Signature: *Michael Woodhouse*

Chairman Horam Village Hall Committee

Date: January 2020

Issue No.5

Date: 13/1/2025

## Special Conditions of Hire

These Special Conditions of Hire include provisions required to comply with the Premises License issued under the Licensing Act 2003. These conditions apply to all events at which regulated entertainment, or the sale of alcohol takes place.

### 1. Hours of Opening & Specific Exclusions

- The premises shall not be used for licensable activities except between the hours of 8.00 and 24.00 unless special permission has been issued by Wealden District Council and by The Management Committee.
- The hall will not be hired out for birthday parties or similar events to persons between the ages of 18 -24 unless they reside within the village of Horam unless previously agreed by The Management Committee

### 2. Capacity and Supervision.

The number of people on the entire premises shall not exceed 300 standing, 250 theatre seating, 150 table seated in the main hall and 40 standing, 30 theatre seating, 24 table seated in the committee room

### 3. Age

The Hirer, not being a person under 18 years of age, hereby accepts 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 Premises Licence and/or the Operating Schedule relating to management and supervision of the premises are met.

### 4. Dangerous and unsuitable Performances.

Performances involving danger to the public, or of a sexually explicit nature, shall not be given.

### 5. Film Shows.

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.