

Eridge Village Hall Old Eridge Road Eridge Green, East Sussex, TN3 9JF

Standard Terms and Conditions of Hire

Eridge Village Hall is a NON-SMOKING VENUE

If the Hirer is in doubt as to the meaning of any of the following the Booking Secretary should be contacted as a matter of urgency at bookevh@gmail.com

1. Supervision (see also section 20)

The Hirer will, 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.

2. Use of the premises/WIFI

The Hirer shall not use the premises (including the wifi) 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.

3. Licences

The Hirer shall be responsible for obtaining such licences as may be needed where a licensable event is to be held for which the premises are not licenced. In order to hold such events a Temporary Event Notice (TEN) will need to be obtained from the licensing authority Wealden District Council and the Booking Secretary informed of this licence. Failure to obtain this consent will result in the cancellation of the hiring without any compensation as there is a limit on the number of TENs which can be granted annually for any premises.

The Hirer shall be responsible for obtaining any licence required to play music on the premises. The hall does not hold any licence for the playing of music, which are required for public events (those with paying guests). Hirers should check with <u>PRS</u> regarding obtaining the required licence.

4. 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.

5. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or

otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

6. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. The fridge in the premises is to be kept on and the Hirer is not permitted to switch it off.

7. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety.

8. Indemnity

The Hirer shall indemnify the Village Hall for the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring. The Hirer shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the premises.

No responsibility can be accepted by the Village Hall for loss or damage to the premises or any personal injury caused by the Hirer.

9. Moving Furniture

The Hirer shall take care when moving tables, chairs and other furniture across the wooden floor in the premises.

10. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Village Hall Management Committee as soon as possible. Any failure of equipment either that belonging to the premises or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Booking Secretary will give assistance in completing this form. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

11. Animals

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

12. Bouncy Castles

Bouncy castles are permitted inside the hall or in the garden with the correct liability insurance in place. No responsibility can be accepted by the Village Hall for any damage to the premises or any personal injury caused by the Hirer.

13. Compliance With The Children Act

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to children.

14. 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 the Village Hall accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

15. 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.

16. 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 Committee.

The Village Hall reserves the right to cancel this hiring in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case the Hirer shall be entitled to a full refund of any monies paid.

17. Unfit for Use

In the event of the premises or any part thereof being rendered unfit for the use for which it has been hired, the Village Hall shall not be liable to the hirer for any resulting loss or damage whatsoever.

18. Refusal of Booking

The Village Hall reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days' notice in writing to the Hirer.

The Hirer shall be entitled upon such notice to reimbursement of such monies or a proportion of the same as have been paid by the Hirer to the Village Hall but the Village Hall shall not be liable to make any further payment to the Hirer.

19. End of Hire

The Hirer must ensure that all events finish at midnight. The Hirer shall be responsible for leaving the premises and surrounding area (including the work surfaces, cooker, hob and fridge if used) and garden in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge.

The Hirer must remove all their personal items from the premises at the end of the Hire Period.

The Hirer is to empty the Hall of ALL rubbish and take it away as the hall does not have a refuse collection. The Council will make a charge for clearing this which the Village Hall will pass onto the Hirer if incurred.

The Hirer MUST NOT STICK ANYTHING TO THE WALLS or PAINTWORK AT ANY TIME, or to other surfaces that will result in damage to the paintwork.

The Hirer **MUST ENSURE that all balloons** both in the hall and outside, on signposts for example, are all removed, and helium balloons not allowed to float to the ceiling.

20. Noise

We ask the Hirer and their guests to be considerate towards our neighbours and ensure that the minimum of noise is made on arrival and departure and that all loud music and noise has ceased by midnight at the latest.

21. Teenage and 21st Celebrations

All Hirers must be at least 21 years of age at the time of booking.

As a guide for these parties, we require one parent/guardian for each 10 guests.

NB: We do not accept bookings for 18th and 21st birthday celebrations.

22. Health and Safety

The following points should be adhered to in respect of using the hall in a safe manner:

- All spillages must be cleaned up immediately
- All fire exits must be kept clear
- If using the stepladders follow the rules for safe usage
- Hirers must ensure cars are parked safely and are not an obstruction to other vehicles or pedestrians.
- Hirers must familiarize themselves with the location of the fusebox and how to switch off in an emergency.
- Hirers are responsible for their own equipment and its safe usage whilst on site
- Hirers must stack tables and chairs carefully so that they are stable.