



# Five Ashes Village Hall and Memorial Playing Field Trust

Five Ashes, Mayfield, East Sussex. TN20 6JA

(Registered Charity No. 1084437)

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## Terms and Conditions of Hire

The Terms and Conditions of Hire (T&C's) shall form part of the Hire Agreement, alongside the Booking Request Form (BRF) and relate to the Five Ashes Village Hall and Playing Field (the Premises). The BRF must be signed by the person who wishes to hire the Premises or an authorised signatory on behalf of an organization (the Hirer) and returned to the Treasurer ideally 2 weeks prior to the required hire date.

**The Five Ashes Village Hall and Playing Field is maintained by the Management Committee (the Committee) through voluntary effort. Please ensure that it is left in the condition in which you would hope to find it.**

### Supervision

The Hirer must be over 25 years of age. They shall be responsible for supervision of the Premises and their 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 during the period of hire.

As directed by the Committee, the Hirer shall make good or pay for all damage (including accidental damage) to the Premises, fixtures or fittings of for the loss thereof. The Hirer shall indemnify the Committee for the cost of repair or any damage done to any part of the Premises including the curtilage thereof or the contents of the building, which may occur during the period of the hiring as a result of the hiring.

The Hirer shall ensure that the number of people in the hall shall not exceed 250 in the entire building with not more than 150 in the Ash hall and not more than 100 in the Rowan Hall at any one time.

**Smoking** is not allowed in any part of the building. The Hirer is responsible and must ensure no one smokes in the building.

All emergency means of exit must be kept free from obstruction and immediately available for public egress.

### Car Park

The Hirer is responsible for ensuring that vehicles are parked in an orderly way, to avoid obstruction of the highway and to ensure safe access for emergency vehicles, no vehicles to park on the yellow line outside the hall. For larger functions, it may be necessary to use marshals to ensure vehicles are parked correctly.

Vehicle speed should be limited to 5MPH on the site.

The consumption of alcohol is not allowed in the Car Park.

### Use of the Premises

The Hirer shall not use the Premises for any other use other than that described in the Hire Agreement, they must 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 nor bring onto the Premises anything that may endanger the same or render any insurance policies invalid.

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

**The use of smoke or bubble machines in any area of the Village Hall is prohibited.**

## **Licences**

The Hirer shall be responsible for obtaining such licenses as may be appropriate for their event. If the function will involve the sale and supply of alcohol you will need to obtain a Temporary Event Notice (TEN) from Wealden District Council. A minimum of 10 working days is required to obtain this. Please visit their website ([www.wealden.gov.uk](http://www.wealden.gov.uk)) for more information. A copy of the TEN must be supplied to the Committee prior to the function.

## **Public Safety**

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.

In the event of a fire, however slight, the Fire Brigade shall be called immediately, and details given to the Treasurer or a member of the committee as soon as possible.

Performances involving danger to the Public shall not be given.

Explosives and Highly Flammable substances shall not be brought into or used in any portion of the Premises without prior consent of the management Committee. No internal decorations of any kind can be erected without the consent of the Management Committee. Where decorating involves working at height a competent person must be used for this activity.

## **Health and Hygiene**

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

Any spillages of any kind must be cleared up immediately using the appropriate equipment.

Any movement of tables and chairs from storage must be done with the aid of the equipment available to minimise the amount of manual handling of these items within the hall.

The Hirer must report all accidents involving injury to the public to a member of the Committee within 24 hours, by completing the Accident Book and handing to a Committee member who will ensure it is passed to either the Chair, Secretary or Treasurer immediately. The Accident Book is kept in the First Aid Kit in the Kitchen.

## **Orderly Behaviour**

The Hirer shall ensure that in order to avoid disturbing neighbours to the Premises and to avoid violent or criminal activity, care is taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted on the Premises or in its' immediate vicinity. No persons under the age of 18 should be supplied with or sold alcohol and any person under the influence of illegal substances must be asked to leave the Premises immediately. All musical activities should cease at 11.30pm.

## **The Children Act 1989**

The Hirer shall ensure that any activities for children and young people, that are not private functions, comply with the provisions of The Children's Act 1989, and that only fit and proper persons who have passed the Disclosure and Barring Service (DBS) checks have access to the children and young people. This may also apply to children or vulnerable adults. On request the Hirer must supply the Committee with a copy of their Protection Policies. (Please see separate Safeguarding Policy for details required by the Committee by visiting our website).

## **For Private Ad Hoc Bookings**

### **At the Start Time**

Hirers will not be allowed access to the Hall before the hire start unless with the approval of the Committee, so please allow sufficient time to set up for your function on the BRF.

The hall will be unlocked by a Committee Representative on the day of the booking. You will be given a contact number for this person. It is recommended that the building is locked for the duration of the hire.

In case of any difficulties, accidents or damage initially phone the contact number given to you. If unsuccessful in reaching them there are alternative phone numbers on the noticeboard in the entrance foyer.

### **At the Finish Time**

The Hirer shall be responsible for leaving the Premises and surrounds in a clean and tidy condition and any contents temporarily removed from their usual positions properly replaced, otherwise the Committee shall be at liberty to make an additional charge.

A Committee Representative will meet you at the end of the hire period to inspect the premises and to lock up.

Adequate time should be allowed at the end of events to ensure that the Village Hall is vacated at or before the end of the hire period, so as not to interfere with the needs of other users and to observe the Public Entertainment Licence Conditions for hours of use, i.e. all events must end before midnight on any given day.

## **For Regular Bookings**

Regular Hirers of the premises will be provided with a key to the hall, upon receipt of a Key Deposit. This key will remain the property of the Committee and must not be copied without prior consent from the Committee.

Times and Days of use must be agreed with the Committee in advance and Hirers will not be allowed access to the Hall before the hire start times. It is recommended that the building is locked for the duration of the hire.

In case of any difficulties, accidents or damage initially phone the contact number given to you. If unsuccessful in reaching them there are alternative phone numbers on the noticeboard in the entrance foyer.

At the end of each hire session, the Hirer shall be responsible for leaving the Premises and surrounds in a clean and tidy condition, any contents temporarily removed from their usual positions properly replaced and all doors and windows secured. The Committee reserve the right to make an additional charge should these requirements not be complied with.

Adequate time should be allowed at the end of each session to ensure that the premises are vacated at or before the end of the hire period, so as not to interfere with the needs of other users and to observe the Public Entertainment Licence Conditions for hours of use, i.e. all events must end before midnight on any given day.

## **Exiting Checklist for All Hirers**

- All lighting **MUST** be turned off on vacating the Premises.
- The Hall floor must be swept clean after use, using brooms located in the Plant Room or the Kitchen. Care should be taken not to introduce any water or other liquids to the floor of the main hall. No beer kegs are to be placed on this floor.
- The kitchen area must be left clean and tidy; all crockery must be washed and stored in the cupboards provided. Prior permission must be sought if additional cooking appliances are required.
- The Premises has only one wheeled rubbish bin. **THE HIRER MUST TAKE ALL RUBBISH HOME WITH THEM.**
- All blinds must be closed. All electrical equipment must be turned off, unplugged and returned to its original location.

## **Heating**

No unauthorised heating appliances shall be used in the hall.

## **Stored Equipment for Regular Hirers**

Storage space is limited to that agreed with the Committee. The Committee 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.

## **Stored Equipment for Private Ad Hoc Hirers**

The Committee will not allow any equipment to be stored at the hall. All equipment and other property 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 Committee may at its discretion, in respect of any equipment or property brought in to the Premises and not removed by the Hirer 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.

## **No Alterations**

No permanent 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 same, unless with prior agreement by the Committee.

## **No Rights**

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

## **Booking Administration**

The BRF should be submitted to the Treasurer with the relevant deposit and hall hire payment for confirmation of booking, at least 2 weeks prior to the booking date. The hiring period shall be between the times specified in the BRF.

The Hirer should include time needed for preparation and clearing up in establishing the total period of hire required. The Hirer is responsible for making sure that the Village Hall is not left unattended and/or unsecured at any time during, or at the end of the hire period. Any additional time outside the specified period required for preparation and/or clearing up shall only be permitted with the confirmation of the Committee at the time of booking.

Regular Hirers will be subject to a 2 month probationary period, following which the Committee may, at its discretion, decide to renew or cancel the Hire Agreement.

During any regular hire period the Committee may, subject to notice to the Hirer, suspend the hire on an occasional basis in order to allow other organisations, who might otherwise be prohibited from using the Hall, to hire the Hall for a specific event, e.g fundraising. Should this be necessary, the Committee undertakes to refund to the regular Hirer any hire fees relating to the cancelled period(s) of hire, but no further monies will be paid for any actual or presumed loss of profit or for any other cause.

Invoices will be raised monthly in advance for Hirers of Regular Use and must be paid in full within 30 days terms, as directed on the invoice.

For a Private Ad Hoc Function, the submission of a signed BRF to the Committee must be accompanied by a bank transfer for full payment of the hire fee and a deposit in, to be held against any damages. The Committee will confirm the availability to the Hirer. The deposit will be held on reserve by the Committee until after the date of hire and subsequent Premises inspection.

## Cancellation

Regular Hirers are required to give the Management Committee a minimum of 4 weeks notice either of occasional cancellation, or termination of the Hire Agreement to avoid charges being made. This also applies where Regular Users do not make use of hire times booked in advance eg away matches.

If a Private Ad Hoc Hirer wishes to cancel the booking 2 weeks or less prior to the date of the function and the Committee 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 Committee reserves the right to cancel any 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:
  - 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
  - iii) the Premises becoming unfit or unsafe for the use intended by the Hirer
  - iv) 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.

## Insurance and Indemnity

The Committee shall take out adequate public liability insurance. The Village Hall Management Committee is insured against any claims arising out of its own negligence.

The Committee shall claim on its insurance at its' discretion for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Village Hall Management Committee and the Village Hall's employees, volunteers, agents and invitees against:-

- (a) any insurance excess incurred and
- (b) the difference between the amount of the liability and the monies received under the insurance policy.

During the period of hire, the Hirer shall be liable for:

- a. The cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the Village Hall.
- b. All claims, losses, damages and costs made against or incurred by the Village Hall Management Committee, their employees, volunteers, agents or invitees in respect of the damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer and
- c. All claims, losses, damages and costs made against or incurred by the Village Hall management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the Village Hall by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep idemnified accordingly each member of the Village Hall Management Committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

Where the Committee does not insure the liabilities as above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Treasurer. Failure to produce such policy and evidence of cover will render the hiring void and enable the Treasurer to rehire the Premises to another Hirer.

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

Hirers should make themselves familiar with the detailed policies and procedures which form part of the hire agreement which can be found on the website. [www.fiveashesvillagehall.btck.co.uk](http://www.fiveashesvillagehall.btck.co.uk)

Reviewed on Date: 18<sup>th</sup> April 2018

Name: *Mr. Geoff Gregory* Position: Chairman