

Isfield Village Hall Hire Agreement Terms and Conditions of Hire

The Hire of Isfield Village Hall ('The Hall') is subject to these terms and conditions and no exclusion of any term or condition can apply unless specifically granted in writing.

1. Understanding the Hall conditions

The Hirer(s) will ensure they and their assistants (see clause 2) have an understanding of the Hall conditions in force.

2. Statement of purpose and supervision of hire

The Hirer has entered a clear and unambiguous statement of the purpose of hire on the booking form. The Hirer undertakes to appoint a sufficient number of competent persons, aged 18 or over, to provide adequate supervision throughout the hiring to ensure the provisions and stipulations referred to in these conditions and any applicable licences are complied with.

3. The Hirer is responsible during the whole period of hire for making sure that:

- Number of people using the hall is not more than that permitted. See attached notice regarding seating and numbers
- Use of the premises, its fabric and contents, its access, car park and surrounding land is fully supervised to keep those premises safe from damage or change of any sort
- A fully charged mobile phone is available for use in an emergency
- Behaviour of all persons, whatever their capacity, using the hall, remains under control
- Car parking arrangements are controlled to avoid obstruction of the highway or access road
- No excessive noise occurs during the hire
- A minimum noise is made by any person on arrival or departure particularly late at night

Any electrical appliances brought onto the premises for use shall be certified safe and in good working order and used in a safe manner, using residual current circuit breakers where appropriate.

4. The Hirer is responsible during the whole period of hire for making sure that:

- Any music, should be stopped by 11.30 pm and the hall vacated by midnight. Clearing can take place on Sundays until 10 a.m.
- The premises are NOT sub-hired or used for any purpose other than that described on the booking form
- The premises are NOT used by the hirer or anyone else for any unlawful purpose or in any unlawful way
- No birds or animals, except guide dogs, are brought in the building without written permission
- Nothing that may endanger the premises is allowed to be brought onto the premises
- No action is allowed that may render any insurance cover for the premises invalid
- No drugs are allowed on the premises and there is NO SMOKING in the building
- No L P Gas appliances or highly flammable substances are brought onto the premises

5. The Hirer is responsible at the end of the hire for making sure that:

- Everything is left clean and tidy with rubbish removed to the outside dustbins
- Bottles to be disposed of by the Hirer, a bottle bank is located in the Hall Car Park
- All equipment, chairs and tables have been returned to storage positions tidily
- Any soiled tea towels should be left on view to ensure they get laundered
- The premises are cleared of people, and **ALL LIGHTS SWITCHED OFF**

- The premises are left with all doors and windows locked securely

6. Authority to supply alcohol

The Hirer is responsible for obtaining the relevant licence at his own expenses, but no hirer may seek such a licence without the consent of the Hall.

7. Compliance with The Children Act of 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provision of The Children's Act 1989 and relevant succeeding legislation. Any activity for all children must be operated in accordance with guidelines available for relevant activities, and only fit and proper persons have access to the children.

8. Indemnity from the Hirer

The Hirer shall indemnify and keep indemnified each member of the Trustees of the Hall and the Hall employees, if any, volunteers, agents and invitees against:-

- The cost of repair of any damage done to any part of the premises or the contents of the premises and
- All actions, claims, and costs of proceedings arising from any breach of the Hall Conditions
- All claims in respect of damages, including damage for 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.

As directed by the Hall, 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.

9. Insurance

A Commercial Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire, and on demand shall produce such policy or evidence of cover to the Bookings Clerk. Failure to produce such policy or evidence of cover will render the hiring void.

The Hall is insured against any claims arising out of its own negligence and its public liability cover extends to cover non profit making, ie non-commercial, hirers. (This does not cover bouncy castles or other inflatable devices, fireworks, rides or similar events). Items stored by any Hirer in the building are not insured.

10. The Hirer must report all Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to an authorised representative of the Hall as soon as possible, and complete the relevant section in the Halls Accident Book. Any failure of equipment, either that belonging to the Hall, or brought in by the Hirer must also be reported as soon as possible

11. Stored equipment

The Hall accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring. The Hall may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

12. No alterations

No alterations or additions may be made to the premises, and NO fixtures are to be installed in any way to any part of the premises without the prior written approval of the Hall.

13. Continuing hires

Once a regular weekly hirer or a village organisation represented on the Trustees of the Hall, has signed a hire agreement subsequent use of the same facilities for the same purpose will be deemed to be governed by that hire agreement, notwithstanding that dates or times of use have not been inserted appropriately. The Hall reserves the right to give notice that specific hire dates otherwise considered booked will not be available in order to accommodate special requirements of other hirers from time to time. The Hirer may give notice that no hire is required for specific dates within the continuance. All notices to be in writing at least 3 weeks in advance.

14. Cancellation by the Hirer

If the Hirer cancels the booking before the date of the event and the Hall is unable to conclude a replacement booking, the Hall, may as its discretion require a further payment of hire fees or withhold part of the deposit and hire charge already paid.

15. Cancellation by the Hall

The Hall reserved the right to cancel the hiring by written notice to the Hirer in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election.

The Hall also reserves the right to cancel the hiring should it be reasonably considered that

- Such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements
- Unlawful or unsuitable activities may take place at the premises as a result of the hiring, or
- The premises have become unfit for the use intended by the Hirer.

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

16. Piano - The piano must NOT be moved under any circumstances.

17. Disabled Facilities - There are ramps at the entrances to the Hall, but there are NO purpose built toilets for disabled people in the premises.

18. Restriction of benefit of the hire agreement

None of the provisions of the hire agreement are intended to 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 this Hire Agreement. The hire agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

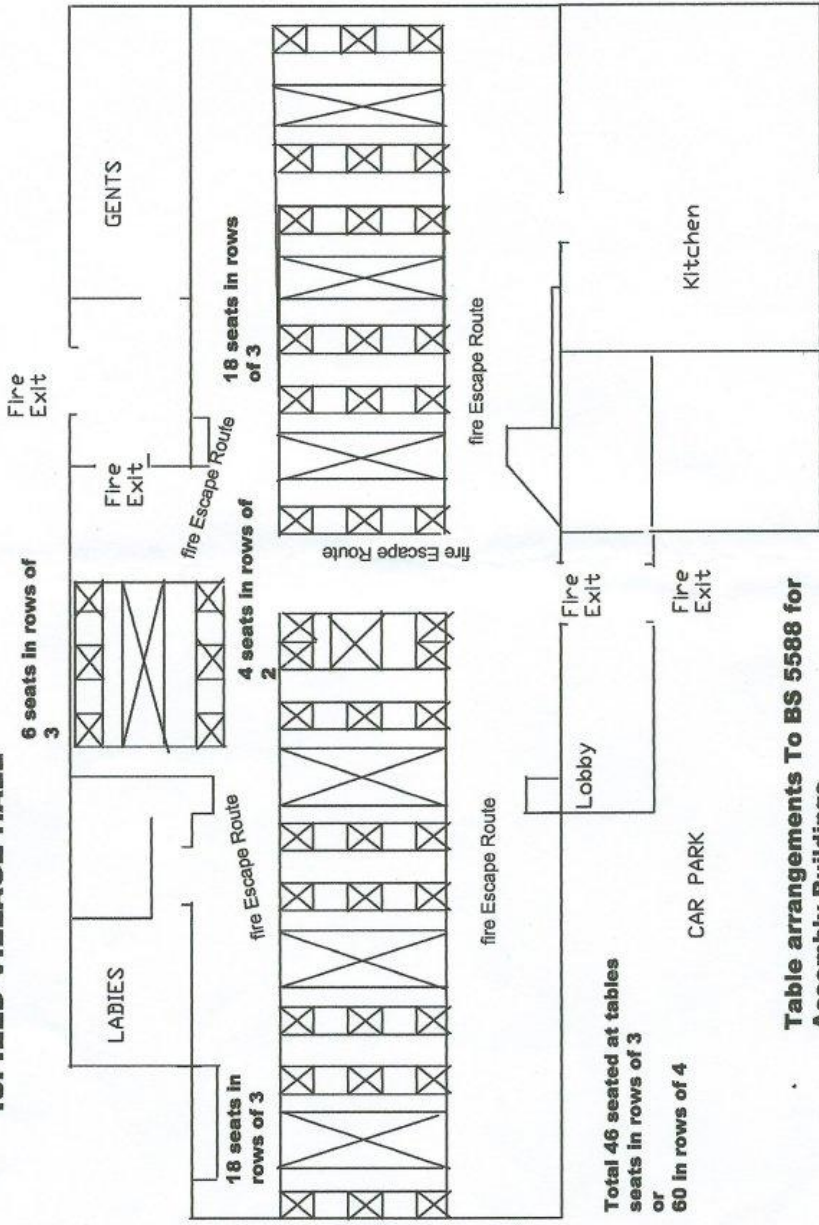
Isfield Village Hall

Standard conditions 01.01.2010

Additional note for hirers.

Now that you have decided to hire Isfield Village Hall it is important that you know what your hire fee covers. The hire will include the use of the whole hall, and the fully equipped kitchen. Also the use of the car park and the small paddock to the west of the hall, which can be used to either to erect a marquee or for extra parking. The hall is fully centrally heated and has separate toilets for men and women. More tables and chairs are available from the outside storeroom if needed. The car park is lit at night by motion sensitive lighting. We hope that you find all the facilities meet your needs.

ISFIELD VILLAGE HALL



Total 46 seated at tables
seats in rows of 3
or
60 in rows of 4

**Table arrangements To BS 5588 for
Assembly Buildings
All Gang ways Minimum of 1 metre
for fire access/escape
500mm between rows of seats,**