

**Please note there is currently no wheelchair access to the Griffin Room**

## **Ferring Village Hall Hire Terms and Conditions**

**This agreement contains the standard conditions of hire**

**By booking with us the Hirer agrees to be bound by the terms and condition set out herein**

If the Hirer is in any doubt as to the meaning of any of the terms and conditions, the Hirer should contact the Booking Secretary immediately at Email: [ferringvh@gmail.com](mailto:ferringvh@gmail.com)

### **1. Age and acceptance of hire terms and conditions**

- 1.1 The Hirer confirms that they are over 18 years of age.
- 1.2 The Hirer hereby accepts responsibility for ensuring that the terms and conditions set out in this agreement are fully complied with.

### **2. Supervision and damage**

- 2.1 The Hirer shall, during the hire period, 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 attendees whatever their capacity.
- 2.2 The Hirer shall also be responsible for proper supervision of car parking arrangements so as to avoid obstruction of the highway.
- 2.3 As directed by Ferring Village Hall management committee, 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.

### **3. Use of premises and supply and sale of alcohol**

- 3.1 The Hirer shall not use the premises (including the car park) for any purpose other than that described on the booking form and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything that may endanger the same or any person or render invalid any insurance policies in respect thereof nor allow the sale, supply or consumption of alcohol thereon without the prior written permission of the Hall Secretary: [ferringvh.sec@gmail.com](mailto:ferringvh.sec@gmail.com) and subject to the provisions of sub-clauses 3.2 and 3.3 below.
- 3.2 Ferring Village Hall does not hold a premises licence for the supply and sale of alcohol. The Hirer is responsible for ensuring that an appropriate licence and/or temporary event notice (TEN) for the supply and sale of alcohol are in place prior to and in connection with their booking and shall provide a copy of such licence and/or TEN to the Booking Secretary prior to the event date.
- 3.3 If the Hirer is using a third party to supply and sell alcohol, the Hirer will be required to provide such third party's details together with a copy of the third party's premises licence and TEN to the Booking Secretary prior to the event date.
- 3.4 The use of inflatables and bouncy castles of any description are strictly prohibited.
- 3.5 Setting up and clearing up time should be included in the hire period. The facilities are not to be used outside of the hire period in order to maintain the booking schedule for all users.

3.6 If there is an emergency on the day of hiring the Hirer should call **01903 243219**.

#### 4. Insurance and indemnity

4.1 The Hirer shall be liable for:

- (a) The cost of repair of any damage (including accidental and malicious damage) caused to any part of the premises (including the car park and surrounding grounds) or the contents of the premises;
- (b) All claims, losses, damages and costs made against or incurred by Ferring Village Hall management committee, trustees, employees, volunteers, agents or invitees in respect of 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 Ferring Village Hall management committee, trustees, employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly Ferring Village Hall management committee, trustees, employees, volunteers, agents and invitees against such liabilities.

4.2 Ferring Village Hall may insure the liabilities described in sub-clauses (a) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (b) and (c) above. Ferring Village Hall shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified Ferring Village Hall management committee, trustees, 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.

4.3 Where Ferring Village Hall does not insure the liabilities described in sub-clauses (b) and (c) 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 Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable rehire of the booked premises to another hirer.

#### 5. Gaming, betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of any laws relating to gaming, betting and lotteries.

#### 6. Music licences

Ferring Village Hall does not hold any licences for live or recorded music. The Hirer is responsible for obtaining any appropriate licences from PRS PPL Ltd.

Royalty free music does not require a licence.

#### 7. Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

#### 8. Safeguarding of children, young people and adults at risk

8.1 The Hirer confirms that they have read Ferring Village Hall's Safeguarding Policy. The Hirer understands that if the hall hire relates to any activities or events for children, young people or adults at risk, in accordance with **clause 5 h. of the Safeguarding Policy**, the Hirer shall have their own appropriate safeguarding policy in place and shall have carried out any

relevant DBS checks through the Disclosure and Barring Service. Ferring Village Hall reserves the right to require the Hirer to produce a copy of their own safeguarding policy and/or evidence of any relevant DBS checks.

- 8.2 The Hirer acknowledges that children's and adult's groups should have separate spaces where possible. The Hirer will use best endeavours to ensure that such reasonable separation is maintained during the hire period, particularly to avoid a situation where adults from the Hirer's group enter or walk through any rooms or areas where children and young people are meeting, congregating or engaged in an activity.
- 8.3 For the avoidance of doubt, this clause does not apply in respect of hire for private parties arranged for invited friends and family.

## 9. Public safety compliance

- 9.1 The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Hall's 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.
- 9.2 The Hirer shall comply with Ferring Village Hall's Health and Safety Policy. In addition, the Hirer will ensure that the maximum number of persons permitted shall not be exceeded **(please refer to the website for maximum numbers permitted in each hire space)**.
- 9.3 The Hirer shall be responsible for calling the Fire Service to any outbreak of fire, however slight, and details shall be given to the Hall Secretary at [ferringvh.sec@gmail.com](mailto:ferringvh.sec@gmail.com).
- 9.4 The Hirer confirms that they will familiarise themselves and comply with the following matters:
  - The action to be taken in the event of fire at the premises - this includes calling the Fire Service and evacuating the premises as a matter of urgency
  - Location and use of fire equipment **(please refer to website for location diagram)**
  - Escape routes and the need to keep them clear
  - Method of operation of escape door fastenings
  - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire
  - Location of the first aid box
- 9.5 In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:
  - That all escape routes are free of obstruction and can be safely used for instant free public exit.
  - That any fire doors should only be held open using the devices fitted to the doors.

## 10. Noise

The Hirer shall ensure that the minimum of noise is made on arrival at and departure from the premises, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises (including cessation of music by 11.00pm).

## 11. Drunk and disorderly behaviour and use of illegal drugs

- 11.1 The Hirer shall ensure that in order to avoid disturbing neighbours or other persons in the locality and to avoid abusive, violent or criminal behaviour, they will take all necessary steps to prevent excessive consumption of alcohol by any invitee or attendee on the premises or in its immediate vicinity.

11.2 Drunk and disorderly behaviour shall not be tolerated either on the premises or in its immediate vicinity. The Hirer shall ensure that any invitee or attendee suspected of being drunk, under the influence of drugs or behaving in a violent or disorderly way shall be asked to leave the premises immediately.

11.3 Ferring Village Hall has a zero tolerance to illegal drugs and strictly forbids the supply, use or presence of illegal drugs on the premises.

## **12. Health and hygiene**

The Hirer shall, if preparing, serving or selling food, observe and comply with all relevant food health and hygiene legislation and regulations, including any relevant food hygiene certificates. The Hirer shall refer to the food hygiene poster on display in the hall kitchen. The premises are provided with a refrigerator.

## **13. Electrical appliance safety**

13.1 The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, 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.

13.2 All electrical appliances used in the premises e.g. electric kettles, must have a suitable PAT certificate (Portable Appliance Test) which must be renewed every 3 years.

## **14. Stored equipment**

14.1 Ferring Village Hall accepts no responsibility for any third-party equipment or other property stored at or brought on to or left at the premises, and all liability for loss or damage to the same is hereby excluded.

14.2 All equipment and other property (other than equipment that Ferring Village Hall has permitted the Hirer to store at the premises) must be removed at the end of each period of hire. Failure to do so may result in additional fees being charged for each day or part of a day at the prevailing hire fee rate until the same is removed.

14.3 Ferring Village Hall reserves the right to charge a fee for the storage of the Hirer's equipment.

14.4 Ferring Village Hall may, always acting reasonably, take steps to remove, sell or otherwise dispose of the Hirer's equipment or property in any of the following circumstances:

- (a) The Hirer has failed to pay any charges in respect of stored equipment or property where such charges have been due and payable for more than 28 days.
- (b) The Hirer has failed to remove their stored equipment or property within 7 days after the agreed storage period has ended.
- (c) The Hirer has failed to remove any equipment or property brought on to the premises for the purposes of the hiring at the end of the hire period and the same has been left at the premises for 7 days or more following the hire period.

14.5 Ferring Village Hall will give the Hirer an opportunity to collect their equipment or property at a reasonable time. In the event of the Hirer's failure to collect their equipment or property, Ferring Village Hall will give reasonable notice to the hirer (by telephone, email or other communication) of its intention to remove, sell or otherwise dispose of the Hirer's equipment or property (on such terms and conditions it thinks fit) and reserves the right to charge the Hirer any costs incurred in storing, removing, selling or otherwise disposing of the same.

**15. Smoking**

The Hirer shall ensure that they and their invitees and attendees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder.

For the avoidance of doubt, Ferring Village Hall prohibits smoking in the premises, including the car park and surrounding grounds. In the event that any person breaches this provision they shall be asked to leave the premises immediately.

**16. Accidents and failure of equipment**

Any failure of equipment belonging to Ferring Village Hall or brought in by the Hirer must be reported **as soon as** possible by calling **01903 243219**.

The Hirer must also report all accidents involving injury to the public to [debsdilks27@yahoo.co.uk](mailto:debsdilks27@yahoo.co.uk) or [ferringvh.sec@gmail.com](mailto:ferringvh.sec@gmail.com) as soon as possible and complete the relevant section in one of the accident books (these are kept in each of the kitchens).

**17. Explosives and flammable substances**

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into or used in any part of the premises, which includes the car park and surrounding grounds.
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of Ferring Village Hall management committee. No decorations are to be put up near light fittings or heaters.

**18. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises during the hire period or at any time when the same are open to the public without the prior consent of Ferring Village Hall management committee. Portable Liquefied Propane Gas (LPG) heating appliances are strictly prohibited.

**19. Animals**

The Hirer shall ensure that no animals (including birds) are brought into the premises, other than for a special event with the prior agreement of Ferring Village Hall management committee. No animals whatsoever are to enter the kitchens at any time. This clause shall not apply to guide and assistance dogs.

**20. 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 Ferring Village Hall management committee accordingly against all actions, claims and proceedings arising from any breach of this clause. Failure to observe this condition may lead to prosecution by the local authority.

**21. Sale of goods**

The Hirer shall, if selling goods on the premises, comply with all trading laws and regulations and any code of practice used in connection with such sales.

**22. Cancellation**

- 22.1 If the Hirer wishes to cancel the booking they should, where possible, give Ferring Village Hall not less than 2 weeks' prior notice. Any deposit or pre-payment will be refunded to the Hirer. Where the Hirer has not given 2 weeks' prior notice of cancellation, Ferring Village Hall reserves the right to charge the full booking fee.

22.2 Ferring Village Hall reserves the right to cancel a hiring 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) Ferring Village Hall management committee reasonably considering that:

- (i) such hiring may lead to a breach of licensing conditions, if applicable, or breach of other legal or statutory requirement, or
- (ii) unlawful or unsuitable activities may take place at the premises as a result of the 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

(e) any other emergency of urgent matter rendering the premises inaccessible or unavailable beyond the control of Ferring Village Hall

(f) the premises or part thereof requiring maintenance works (planned or otherwise)

In any such case set out in (a) to (e) above, Ferring Village Hall will give such reasonable notice to the Hirer as the particular circumstances shall permit (which shall include telephone or email communication). In each such case the Hirer shall be entitled to a refund of any monies already paid, but Ferring Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

Where (f) above applies in respect of part of the premises, Ferring Village Hall reserves the right to offer the Hirer suitable alternative hire space within the premises, if the same is available. If no suitable alternative hire space is available, the Hirer shall be entitled to a refund of any deposit already paid, but Ferring Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **23. End of hire period**

The Hirer shall be responsible for leaving the premises (including the car park and surrounding grounds) in a clean and tidy condition, checking that all windows and fire doors are locked, and any contents temporarily removed from their usual positions properly replaced. The Hirer shall leave by the key holder's door, checking it is shut.

## **24. No alterations**

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 (including the car park and surrounding grounds) without the prior written approval of the Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of Ferring Village Hall management committee remain in the premises at the end of the hiring. It will become the property of Ferring Village Hall unless removed by the Hirer who must make good to the satisfaction of Ferring Village Hall management committee any damage caused to the premises by such removal.

## **25. No rights**

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



**26. Risk Assessment**

It is each hirers responsibility to complete a risk assessment for their activities at Ferring Village Hall. Specific one-off risk assessments will also need to be completed for ad-hoc events run by the hirer. A Blank document can be obtained from the Hall Secretary at [ferringvh.sec@gmail.com](mailto:ferringvh.sec@gmail.com)

**27. Data Protection**

26.1 Ferring Village Hall will hold data regarding a booking in line with its Data Protection Policy. The Hirer's surname will appear on the online calendar to identify the booking. Hirers have the

right to opt out of having this information displayed by emailing the Hall Secretary at [ferringvh.sec@gmail.com](mailto:ferringvh.sec@gmail.com).

26.2 Ferring Village Hall uses personal data for relevant purposes including managing the premises, its bookings and finances, fundraising activities, running and marketing events. Data may be retained for up to 7 years or longer where required (e.g. by insurers). If you would like to find out more about how we use your personal data or want to see a copy of information about you that we hold, please contact the Hall Secretary at [ferringvh.sec@gmail.com](mailto:ferringvh.sec@gmail.com).

**By booking with us you agree we may collect, process and retain your personal data in accordance with our Data Protection Policy**

**Ferring Village Hall Contacts**

Bookings Secretary: [ferringvh@gmail.com](mailto:ferringvh@gmail.com)

Hall Secretary: [ferringvh.sec@gmail.com](mailto:ferringvh.sec@gmail.com)

Chairman: [ferringvh.chairman@gmail.com](mailto:ferringvh.chairman@gmail.com)

Emergencies: Call **01903 243219**

Accidents: Email [debsdilks27@yahoo.com](mailto:debsdilks27@yahoo.com) or [ferringvh.sec@gmail.com](mailto:ferringvh.sec@gmail.com)

Ferring Village Hall (Charity No. 1167736)

90 Ferring Street

Ferring

BN12 5JP

Signed .....

Name .....

Date .....