

# **Southwater Village Hall, Church Lane, Southwater RH13 9BT**

## **CONDITIONS OF HIRE AND AGREEMENT**

These conditions apply to all hiring of the Village Hall and Car Park. If the Hirer (hereinafter referred to as 'you') is in any doubt as to the meaning of the following, the Booking Secretary should immediately be consulted.

**By going ahead with the hiring of Southwater Village Hall, you are agreeing to these Conditions of Hire and complying with the Operating Instructions [hereinafter referred to as the Instructions].**

### **1. Age**

You, not being a person under 18 years of age, hereby accept responsibility for being in charge of the Village Hall and the Car Park at all times when the public are present and for ensuring that all the following conditions relating to management and supervision are met.

### **2. Supervision**

During the period of hire, you are responsible for:

- (i) supervision of the Village Hall, the fixtures, fittings, fabric and the contents and their care, safety from damage however slight or change of and sort; and
- (ii) the behaviour of all persons using the Village Hall whatever their capacity. As directed by the Booking Secretary, you must make good or pay for all damage (including accidental damage) to the Village Hall or to the fixtures, fittings or contents and for loss of contents.

### **3. Car Park**

You are responsible for ensuring that vehicles are parked considerately in order to avoid obstruction of the highway and to comply with the parking requirements in the Instructions. Users may need to ask for assistance when leaving the car park due to vehicles being double parked. Alcohol must not be consumed in the car park.

### **4. Use of Village Hall**

You must not use the Village Hall for any purpose other than that described in this Agreement and must not sub-hire or use the Village Hall or allow the Village Hall to be used for any unlawful or unsuitable purpose or in any unlawful way. You must not do anything or bring on to the Village Hall anything which may endanger the premises or render invalid any insurance policies in respect thereof.

## 5. Insurance and Indemnity

- (a) You are liable for:
- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the Village Hall including its curtilage or its contents.
  - (ii) the cost of repair of any damage (including accidental and malicious damage done to the Village Hall's WiFi service).
  - (iii) all claims, losses, damages and costs made against or incurred by the Village Hall Management Committee (hereinafter referred to as The Committee), their 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 Village Hall (including the storage of equipment) by you and your use of the WiFi service and
  - (iv) all claims, losses, damages and costs made against or incurred by The Committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of your use of the Village Hall and/or the use of the WiFi service, and subject to sub-clause (c), you must indemnify and keep indemnified accordingly each member of The Committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.
- (b) **When inflatable play equipment is being used you must have insurance to cover accidents. You must ensure that the equipment is supervised by a responsible adult and not used by children under two years of age. It should also be restricted to use by only one age group at any one time: 2 – 5 years, or 6 -12 years. There must be soft matting in the front or the open side where there is a risk of falling. Inflatable play equipment must not be used outside the Village Hall.**
- (c) The Committee will take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) and (ii) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a)(iii) and (iv) above. The Village Hall will claim on its insurance for any liability you incur, but you must indemnify and keep indemnified each member of The 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.
- (d) Where The Committee does not insure the liabilities described in sub-clause (a) (iii) and (iv) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to the Village Hall Booking Secretary. If you fail to produce such policy and evidence of cover the Village Hall will cancel this Agreement, render the hire void and rehire the Village Hall to another hirer.

The Committee is insured against any claims arising out of its own negligence.

## 6. Gaming, Betting and Lotteries

You must ensure that nothing is done on or in relation to the Village Hall in contravention of the law relating to gaming, betting and lotteries.

## 7. Licences

You must obtain authorisation from The Committee for the sale of intoxicating liquor before contacting the Licencing Authority.

**Music:** The Village Hall has a Joint Music Licence for community buildings from PRS for Music and PPL.

**Film:** You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure the appropriate copyright licenses have been obtained for film. This Agreement confers the required permission on you (The Deregulation Act 2015 requires you to have written permission from The Committee to show a film).

## 8. Safeguarding children, young people and vulnerable adults

You must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide The Committee with a copy of their Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). The Management Committee's Safeguarding Policy can be found on its website.

## 9. Public Safety Compliance

You must comply with all conditions and regulations made in respect of the Village Hall by the Fire Authority, Local Authority, and Licencing 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. You must also comply with our Health & Safety Policy, a copy of which can be found on our website or provided on request. You must ensure that the Village Hall is not occupied by more than **110 people in the Main Hall** at any time and no more than **40 people in the Robert Piper Room**.

You must call the Fire Service to any outbreak of fire, however slight, and give details to the Hall Secretary

(i) You acknowledge that you have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- 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.

(ii) In advance of any activity whether regulated entertainment or not you must check the following items:

- That all fire exits are unlocked and panic bolts are in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That there are no fire-hazards on the premises.

## **10. Fire Precautions, Use of Flammable & Explosive Substances, and Emergency Procedures**

These form part of the Instructions and users must make themselves familiar with and adhere to them, in particular the emergency procedures for fires.

## **11. Health and Hygiene**

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetables and meat in the Village Hall must be refrigerated and stored in compliance with the Food Temperature Regulations. No person should use the kitchen if they have suffered from a cold/influenza/diarrhoea in the previous 48hrs and please be aware of any food allergies.

## **12. Electrical Appliance Safety**

You must ensure that all electrical equipment provided in the Village Hall and any electrical equipment brought in by you is used safely in accordance with the Electricity at Work Regulations 1989, the Instructions, and is PAT tested.

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

You must report all accidents involving injury to the public to the Booking Secretary as soon as possible and complete the relevant section in the Village Hall's accident book which is located in the kitchen. Any damage to Village Hall property or failure of equipment provided in the Village Hall or brought in by you must be reported to the Booking Secretary within seven days.

## **14. Noise**

You must ensure that your use of the Hall avoids inconvenience to adjoining residential properties and must follow the requirements of the Instructions.

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

You must ensure that in order to avoid disturbing neighbours to the Hall and avoid violent or criminal behaviour, care must be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour is not permitted either in the Village Hall or in its immediate vicinity. Alcohol must not be served to any person suspected of being drunk nor sold to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way must be asked to leave the Village Hall. No illegal drugs may be brought into the Village Hall.

## **16. Animals**

You must ensure that no animals (including birds), except guide and assistance dogs, are brought into the Village Hall, other than for a special event agreed to by a member of The Committee. No animals whatsoever are to enter the kitchen at any time.

## **17. Fly Posting**

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Village Hall and must indemnify and keep indemnified each member of The 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.

## **18. Sale of Goods**

You must, if selling goods in the Village Hall, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

No food cooked in a home kitchen can be sold apart from cakes unless this has been authorised by Horsham District Council.

## **19. WiFi Services**

When using the Village Hall's WiFi service you must agree at all times to be bound by the following provisions:

- (a) not to use the WiFi service for any of the following purposes:
  - (i) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
  - (ii) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
  - (iii) interfering with any other persons use or enjoyment of the WiFi service; or
  - (iv) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner
- (b) to keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

## **20. Termination of the WiFi service**

The Committee has the right to suspend or terminate the Hall's WiFi service immediately in the event that there is any breach of any of the provisions of these Conditions of Hire including without limitation:

- (a) if you use any equipment which is defective or illegal;
- (b) if you cause any technical or other problems to the Hall's WiFi service;
- (c) if, in the opinion of The Committee, you are involved in fraudulent or unauthorised use of the Hall's WiFi service;
- (d) if you resell access to the Hall's WiFi service; or
- (e) if you use the Hall's WiFi service in contravention of the terms of these Standard Conditions.

## **21. Availability of WiFi Services**

- (a) Although The Committee aims to offer the best WiFi service possible, no promise can be made that the WiFi service will meet your requirements. The Committee cannot guarantee that the WiFi service will be fault-free or accessible at all times.
- (b) It is your responsibility to ensure that any WiFi enabled device you use is compatible with the Hall's WiFi service and is switched on. The availability and performance of the Hall's WiFi service is subject to all memory, storage and any other limitations in your device. The Hall's WiFi service is only available to your device when it is within the operating range of the Village Hall.
- (c) The Committee is not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with the Hall's WiFi service or wireless communications networks generally. The Committee may impose usage, or service limits, suspend service, or block certain kinds of usage in its sole discretion, to protect other users of the Hall's WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or the Hall's WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

## **22. Privacy and Data Protection**

- (a) The Committee may collect and store personal data through your use of the service.
- (b) The Committee may process all information about you which is provided in relation to the WiFi service in accordance with your legal rights under the Data Protection Act 2018 and solely for the purposes of offering the WiFi service.
- (c) By using the Hall's WiFi service, you agree to the terms of this clause 21. If you would like more information or object to anything in these conditions, please contact the Booking Secretary.

## **23. End of Hire**

You must follow the Instructions with regard to the End of Hire. Should these not be followed The Committee will be at liberty to make an additional charge.

## **24. Stored Equipment**

The Committee accepts no responsibility for any stored equipment or other property brought onto or left at the Village Hall, 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.

The Committee may at its discretion, in respect of any equipment or property brought into the Village Hall and not removed by you 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 you any costs incurred in storing and selling or otherwise disposing of the same.

## **25. No Alterations**

No alterations or additions may be made to the Village Hall nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the Village Hall.

## **26. No Rights**

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

## **27. Booking Administration**

### **(a) Payment for Hire**

Regular Users are expected to settle accounts in full within 28 days of receipt. Overdue accounts will incur a 10% surcharge per month unpaid.

Casual Users are expected to pay in full before their booking.

For certain functions The Committee may require a Special Deposit to cover the cost of any damage caused or extra cleaning if the Village Hall is left in a dirty state. This will be returned in full if, after inspection, the Village Hall is found to be clean and tidy, and there is no damage. If extra cleaning is required or there is damage The Committee will retain all or part of the Special Deposit.

### **(b) Hire Period**

The hiring period shall be between the times specified in the Confirmation of Booking document. You should include time needed for preparation and clearing up in establishing the total period of hire required. You are 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. You will not be allowed access to the Village Hall before the hire start unless with the approval of the Booking Secretary. 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. Any additional time outside the specified period required for preparation and/or clearing up shall only be permitted with the confirmation of the Booking Secretary.

## **28. Cancellation**

If you wish to cancel the booking 6 weeks or less before the date of the event 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 this hiring by written notice to you in the event of:

- (a) the Village Hall being required for use as a Polling Station for a Parliamentary, Local Government or Police and Crime Commissioner election or by-election
- (b) The Committee reasonably considering that: (i) such hiring will lead to a breach of licencing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place as a result of this hiring
- (c) the Village Hall becomes unfit or unsafe for the use of intended by you
- (d) an emergency requiring use of the Village Hall as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

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

Southwater Village Hall Management Committee  
June 2021



**Southwater Village Hall, Church Lane, Southwater RH13 9BT**

## **OPERATING INSTRUCTIONS - INFORMATION FOR HALL USERS**

### **Access to the Hall**

You will be provided with a key token. Swipe this across the keypad located on the left side of the main door. You will hear it click and a green light will come on when you can open the door.

### **EMERGENCY PROCEDURES**

There are copies of the emergency procedures in the Foyer corridor including a plan of the Village Hall which shows the location of the fire exits.

Please make sure that you are familiar with these procedures and the location of the fire exits in case of fire.

### **FIRE AND OTHER SAFETY PRECAUTIONS**

**NO SMOKING, NAKED FLAMES OR FLAMMABLE SUBSTANCES OR MATERIALS ARE ALLOWED IN THE VILLAGE HALL**

**DECORATIONS MUST NOT BE PLACED NEAR OR TIED TO LIGHTS AND NO ADDITIONAL HEATERS MUST BE BROUGHT INTO THE VILLAGE HALL**

**ANY ELECTRICAL EQUIPMENT BROUGHT TO THE VILLAGE HALL MUST BE IN GOOD CONDITION AND USED IN A SAFE MANNER. ALL ELECTRICAL EQUIPMENT SHOULD BE PAT TESTED AND COMPLY WITH HEALTH AND SAFETY EXECUTIVE REGULATIONS. FLEXIBLE CABLES SHOULD BE POSITIONED AND PROTECTED SO THEY DO NOT CONSTITUTE A TRIPPING HAZARD OR ARE SUBJECT TO MECHANICAL DAMAGE**

**THE COOKER AND HOT WATER URN IN THE KITCHEN SHOULD NEVER BE LEFT UNATTENDED AND TURNED OFF WHEN NOT IN USE**

### **NOISE**

**WE HAVE NEIGHBOURS! IF POSSIBLE, KEEP WINDOWS AND DOORS CLOSED WHEN MUSIC IS PLAYED. PLEASE KEEP NOISE LEVELS DOWN OUTSIDE THE VILLAGE HALL PARTICULARLY IN THE CAR PARK AT THE END OF YOUR FUNCTION**

### **First Aid Box**

This is located on the wall in the Kitchen.

### **Accidents**

in the event of any accident the Accident Book must be completed and the Booking Secretary informed. The Accident Book is in the kitchen

## **Heating**

The Village Hall is heated by radiators which are supplied by air source heat pumps. **Under no circumstances should the settings on the control panel or on the radiators be adjusted.**

## **Toilets**

The lighting and the ventilation fans for the toilets are operated by PIR switches. This means that they will come on automatically when you walk in and will turn off a few minutes after you leave. The flush for the urinals in the Male Toilet is automatic

Sanitary towels and nappies should not be flushed down the toilet. There are bins provided.

## **Tables and Chairs**

Tables and chairs are stacked in the Storeroom and more tables are on the stage. The two small trolleys each hold 18 chairs. They are relatively easy to manoeuvre into the Main Hall. Before unloading apply the brakes on the two wheels with your foot. Do not use your hand as the edges are sharp. The two side bars can be removed to make unloading the chairs easier. If you need more chairs, there will be some on the Stage. If you need more use the chairs on the large trolley. This is more difficult to manoeuvre so please take care. When reloading the trolleys, the small trolleys take nine chairs each side and the large trolley 18 each side. Please do not exceed these numbers.

The small chairs in the Store belong to the Pre-School and are **not to be used.**

## **Main Kitchen**

The cooker has an electric fan assisted oven and a gas hob. The main switch to turn on the cooker and the hob are on the wall in front of you along with the switch for the extractor fan. If you are going to cook you will need to bring your own saucepans, baking trays and cooking utensils.

The switch for the hot water urn is on the wall beside it.

You will also need to bring your own tea towels and washing up liquid.

Please leave the kitchen clean and tidy and switch off the water boiler and the cooker at the wall, if used.

## **Children's Parties**

For children's party bookings there are chairs and tables especially for young children. These are found on the left-hand side of the Stage behind the curtain. Care needs to be taken lifting these down. Please return as found.

## **Lighting and Power Circuit Failure**

In the event of a failure in any or all of the lighting circuits the emergency lights will come on immediately. The consumer unit with all the circuit breakers for lighting and the power in the main hall and kitchen are located at the back of the Main Hall in the cupboard to the left of the fire exit. To get to this you will need the ladder which is kept on the back wall of the Stage. For the Robert Piper Room and other circuits in the rest of the Village Hall there is another consumer unit by the door to the Robert Piper Room by the Disabled Person's toilet.

## **WHEN YOU LEAVE**

Please make sure the Village Hall is left clean and tidy. There are brooms, etc. in the cupboard in the Green Room.

Make sure that all the lights are switched off in the Main Hall, the Kitchen, and the Robert Piper Room. All internal doors should be closed. The lights in the toilets, the storeroom, the Green Room and the Foyer will go off on a timer so don't worry if they are still on when you leave.

If it is dark the outside lights will come on automatically when you leave. These will turn off automatically after a few minutes.

Pull the door closed firmly and checked that it has locked.

Return the key token to the Booking Secretary or nominated contact.

**Please report any damage or breakdown of any equipment or any accidents to the Booking Secretary as soon as possible**

Southwater Village Hall Management Committee  
June 2021

# IN CASE OF FIRE

1	<p><b>THE HIRER IS DEEMED 'THE RESPONSIBLE PERSON AND IS DESIGNATED THE PERSON IN CHARGE OF THE HALL DURING THE HIRE PERIOD.</b></p> <p><b>It is advisable to take a note of the name of everyone attending your event for the purpose of taking a Roll Call.</b></p>
2	<p><b>In the event of a Fire, the Responsible Person will instruct all persons to leave the building using the nearest available Fire Exit and to assemble as soon as possible at the Fire Evacuation Point in the front car park of the Village Hall. A Roll Call should be taken.</b></p>
3	<p><b>NO MATTER HOW SMALL THE FIRE</b></p> <p><b>CALL THE FIRE BRIGADE</b></p> <p><b>DIAL 999 or 112</b></p> <p><b>Give this address - Southwater Village Hall, Church Lane, Southwater RH13 9BT</b></p>
4	<p><b>The Responsible Person should ensure that once the Village Hall has been evacuated members of the public do not re-enter the building under any circumstances, to collect belongings, etc.</b></p>
5	<p><b>On the arrival of the Fire Brigade, the Responsible Person should report to the Officer in Charge that a Roll Call has been taken and all persons are safe or should inform him/her of anyone who is missing and their last known position.</b></p>
6	<p><b>Attempts to extinguish the outbreak of fire using fire extinguishers should only be carried out if considered safe. If in doubt get out of the building.</b></p>
7	<p><b>Once the above has been carried out please contact one of the following members of the Southwater Village Hall Management Committee:-</b></p> <p><b>Nick Longdon 07415 248303</b> <b>James Tillier 07769 205197</b> <b>Sue Broomfield 01403 730380</b></p> <p><b>All incidents no matter how small need to be reported to SVHMC.</b></p>