

Henfield Hall Standard Conditions of Hire.

1) YOU, BEING OVER 18 YEARS OF AGE, accept responsibility for being in charge of and on the premises at all times during your activities and for ensuring that all conditions of hire are adhered to.

2) SUPERVISION. During the period of the hiring you are responsible for (i) supervision and care of the premises, the fabric and the contents (ii) the supervision of all people using the premises (iii) car parking, to avoid obstruction of the highway.

You must make good or pay for all damage to the premises and fixtures and fittings and contents and for loss of contents.

3) USE OF PREMISES. You must not use the premises, including the car park, for any purpose other than that described in the Agreement and must not sub-hire or allow the premises to be used for any unlawful or unsuitable purpose.

Nothing must be brought onto the premises which could cause a danger to the premises.

No alcohol is to be consumed without written permission.

No furniture is to be removed from the premises.

4) INSURANCE AND INDEMNITY.

(i) You are liable for

(a) the cost of repair of any damage (including accidental or malicious damage done to any part of the premises, including its curtilage and its contents.

(b) all claims, losses, damages and costs made against or incurred by us, our volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment).

(c) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises.

Subject to sub clause (ii) you must indemnify us against such liabilities.

(ii) We will take out adequate insurance to insure against the liabilities described in sub clauses (i) (a) and (b) above, and may, at our discretion and in the case of non-commercial hirers, insure the liabilities described in sub. clause (c) above. We will claim on our insurance for any liability you incur but you must indemnify us against

(a) Any insurance excess incurred and

(b) The difference between the amount of the liability and the monies received under the insurance policy.

(iii) Where we do not insure the liabilities described in subclauses (i)(c) and (d) above you must take out adequate insurance to insure such liability and be able to show proof of this if requested.

We are insured against any claims arising out of our own negligence.

5) You must ensure that nothing is done on the premises that contravenes the law relating to GAMING, BETTING AND LOTTERIES.

- 6) We hold the RELEVANT LICENCES under Performance Rights Society (PRS) and the Phonographic Performance Licence (PPL).
- 7) YOU MUST HAVE WRITTEN PERMISSION for performance of live music and the playing of recorded music under the Deregulation Act 2015. This Agreement confers that permission.
- 8) YOU MUST RESTRICT CHILDREN from viewing age restricted films. You must ensure that you have the appropriate copyright licences for films.
This Agreement confers the required permission on you.
- 9) SAFEGUARDING CHILDREN, YOUNG PEOPLE AND VULNERABLE ADULTS.

You must ensure that any activities for children, young people and vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006. If requested you must produce a copy of your Safeguarding Policy and evidence that the relevant checks have been carried out through the disclosure and barring service (DBS)

10) PUBLIC SAFETY COMPLIANCE.

You must 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., particularly in connection with any event which constitutes regulated entertainment at which alcohol is sold or which is attended by children. You must also comply with our health and safety policy, which is attached to this document.

You acknowledge that you have read the fire policy in the Hall and you are aware of the action to be taken in the event of a fire.

You are aware of the fire equipment and its use, the escape routes, how to open the escape doors. You are aware of the location of the first aid box.

In advance of any activity you must check that fire exits are clear of obstructions, there are no fire hazards on the premises, and that the exit signs are illuminated.

- 11) NOISE. You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.
- 12) YOU MUST ENSURE that to avoid disturbing neighbours and avoid violent or criminal behaviour no one attending the event consumes excessive amounts of alcohol and no illegal drugs are brought into the premises.
- 13) FOOD, HEALTH AND HYGIENE
If preparing, serving or selling food all relevant health and hygiene legislation and regulations must be observed. In particular, dairy products, vegetables and meat must be refrigerated and stored in compliance with the food temperature regulations. (below 5 degrees C)
There is a refrigerator in the bar area.
- 14) ELECTRICAL SAFETY.
You must ensure that any electrical appliances brought by you for use on the premises are safe, in good working order and are used in a safe manner in accordance with the Electricity at Work regulations 1989.

- 15) **STORED EQUIPMENT.** We accept no responsibility for any stored equipment or other property brought onto or left on the premises and all liability for loss or damage is hereby excluded. All property and equipment (other than stored equipment) must be removed at the end of each hiring.
- 16) **SMOKING.** You must comply with the prohibition of smoking in public places provisions of the Health Act 2006. If anyone smokes outside, cigarettes and matches must be disposed of safely.
- 17) **ACCIDENTS AND DANGEROUS OCCURENCES.**
You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accidents on a special form to the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- 18) **EXPLOSIVES AND FLAMMABLE SUBSTANCES** must not be brought into the premises. No internal decorations of a combustible nature (eg polystyrene or cotton wool) are to be erected without consent.
- 19) **HEATING.** No unauthorised heating appliances are to be used on the premises without our consent. Portable LPG (liquid propane gas) appliances are not allowed.
- 20) **FLYPOSTING** or any unauthorised advertisements are not allowed.
- 21) **SALE OF GOODS.** If selling goods on the premises Fair trading Laws must be complied with. The organisers name and address must be displayed.
- 22) **CANCELLATION.** If you cancel the booking and we are unable to conclude a replacement booking, we may .at our discretion, return the deposit or require payment of the hire fee.
We reserve the right to cancel the agreement by giving you written notice in the event of the premises being required for use as a polling station, the premises becoming unfit for use, or if your booking is considered unsuitable.
In such cases you will be entitled a refund of any deposit paid.
- 23) **END OF HIRE.** You are responsible for leaving the premises and surrounding area in a clean and tidy condition with all contents in their correct position, properly locked and secured, unless directed otherwise.
- 24) **NO ALTERATIONS** or additions may be made to the premises nor any fixtures, decorations or other articles attached to the premises without permission.

25) NO RIGHTS. This agreement constitutes permission only to use the premises and confers no right of occupation or tenancy.

HENFIELD HALL HEALTH AND SAFETY POLICY

The responsibilities of the Committee under this policy are

- a) Taking reasonable steps to safeguard the health and safety of all Hall users
- b) Identifying health and safety risks and finding ways to manage or eliminate them
- c) Providing and maintaining safe working areas, equipment and systems

The responsibilities of the Hall users are

- a) To take reasonable care of their own health and safety and that of others who may be affected by their actions.
- b) Comply with any health and safety rules eg fire policy, food hygiene.
- c) Keep the floor area tidy and hazard free.
- d) Report any safety concerns to the secretary or bookings secretary.
- e) Record any incidents in the Incidents book.