



**Broadbridge Heath Village Centre, Wickhurst Lane,
Broadbridge Heath, Horsham, West Sussex RH12 3LY
CONDITIONS OF HIRE AND AGREEMENT**

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

By going ahead with the hiring of Broadbridge Heath Village Centre, 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 Centre 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 Centre, 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 Centre whatever their capacity. As directed by the Centre Manager, you must make good or pay for all damage (including accidental damage) to the Village Centre 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. Cars parked in the car park are left at the owners own risk.

4. Use of Village Centre

You must not use the Village Centre for any purpose other than that described in this Agreement and must not sub-hire or use the Village Centre or allow the Village Centre 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 Centre 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 Centre including its curtilage or its contents.

(ii) the cost of repair of any damage (including accidental and malicious damage done to the Village Centre's WiFi service).

(iii) all claims, losses, damages and costs made against or incurred by the Village Centre 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 Centre (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 Centre 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 Centre'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 Centre.

(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 Centre 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 Centre'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 Centre Manager. If you fail to produce such policy and evidence of cover the Village Centre will cancel this Agreement, render the hire void and rehire the Village Centre 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 Centre 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 Licensing Authority.

Music: The Village Centre 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 Centre by the Fire Authority, Local Authority, and Licensing Authority or otherwise, particularly in connection with any event, which constitutes regulated entertainment, at which alcohol is 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 Centre is not occupied by more than **110 people in the Main Hall** at any time and no more than **40 people in the side halls**.

You must call the Fire Service to any outbreak of fire, however slight, and give details to the Centre Manager.

(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 Centre 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 Centre Manager as soon as possible and complete the relevant section in the Village Hall's accident book which is located in the front entrance. Any damage to Village Centre property or failure of equipment provided in the Village Centre or brought in by you must be reported to the Centre Manager within seven days.

14. Noise

You must ensure that your use of the Centre 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 Centre 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 Centre 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 Centre. No illegal drugs may be brought into the Village Centre.

16. Animals

You must ensure that no animals (including birds), except guide and assistance dogs, are brought into the Village Centre, 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 Centre 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 Centre, 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 Centre'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 Centre'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:

1. (a) if you use any equipment which is defective or illegal;

2. (b) if you cause any technical or other problems to the Centre's WiFi service;
3. (c) if, in the opinion of The Committee, you are involved in fraudulent or unauthorised use of the Centre's WiFi service;
4. (d) if you resell access to the Centre's WiFi service; or
5. (e) if you use the Centre'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 Centre's WiFi service and is switched on. The availability and performance of the Centre's WiFi service is subject to all memory, storage and any other limitations in your device. The Centre's WiFi service is only available to your device when it is within the operating range of the Village Centre.

(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 Centre'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 Centre's WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or the Centre'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 Centre'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 Centre Manager.

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 Centre, 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 Centre 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 Rights

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

26. 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 Centre is left in a dirty state. This will be returned in full if, after inspection, the Village Centre 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 Centre 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 Centre before the hire start unless with the approval of the Centre Manager. Adequate time should be allowed at the end of events to ensure that the Village Centre 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 Centre Manager.

27. 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:

1. (a) the Village Centre being required for use as a Polling Station for a Parliamentary, Local Government or Police and Crime Commissioner election or by-election
2. (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
3. (c) the Village Centre becomes unfit or unsafe for the use of intended by you

4. (d) an emergency requiring use of the Village Centre 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 Centre will not be liable for any resulting direct or indirect loss or damages whatsoever.

Broadbridge Heath Village Centre Management Committee March 2023



**Broadbridge Heath Village Centre, Wickhurst Lane,
Broadbridge Heath, Horsham, West Sussex RH12 3LY
OPERATING INSTRUCTIONS - INFORMATION FOR HALL USERS Access to
the Hall**

You will be provided with a key to the main entrance door.

EMERGENCY PROCEDURES

There are copies of the emergency procedures on the noticeboard in the Lobby corridor including a plan of the Village Centre 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 CENTRE

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

ANY ELECTRICAL EQUIPMENT BROUGHT TO THE VILLAGE CENTRE 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 CENTRE PARTICULARLY IN THE CAR PARK AT THE END OF YOUR FUNCTION

First Aid Box

These are located in the Kitchen and in the Lobby.

Accidents

in the event of any accident the Accident Book must be completed and the Centre Manager informed. The Accident Book is in the Lobby

Toilets

Please do not flush sanitary towels or nappies down the toilet. There are bins provided.

Tables and Chairs

Tables and chairs are stored in the rear Storeroom. Tables need to be cleaned and all tables and chairs replaced in the storeroom neatly after use.

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

Main Kitchen

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 dispose of any rubbish in the outside bins (at the side of the building) at the end of use.

Please leave the kitchen clean and tidy and switch off the water urn.

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. Please inform the nominated contact and evacuate the centre if the low lighting levels become a safety hazard.

WHEN YOU LEAVE

Please make sure the Village Centre is left clean and tidy. Brooms are located in the storeroom and other cleaning material can be found in the lobby cloakroom.

Make sure that all the lights and heating are switched off. All internal and external doors are closed and all windows are shut.

Please lock the main door on exiting the building.

Return the key to the Centre Manager or nominated contact.

Please report any damage or breakdown of any equipment or any accidents to the Centre Manager as soon as possible

Broadbridge Heath Village Centre Management Committee March 2023

IN CASE OF FIRE

1	THE HIRER IS DEEMED 'THE RESPONSIBLE PERSON AND IS DESIGNATED THE PERSON IN CHARGE OF THE HALL DURING THE HIRE PERIOD. It is advisable to take a note of the name of everyone attending your event for the purpose of taking a Roll Call.
2	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 Centre. A Roll Call should be taken.
3	NO MATTER HOW SMALL THE FIRE CALL THE FIRE BRIGADE DIAL 999 or 112 Give this address – Broadbridge Heath Village Centre, Wickhurst Lane, Broadbridge Heath, Horsham, West Sussex, RH12 3LY
4	The Responsible Person should ensure that once the Village Centre has been evacuated members of the public do not re-enter the building under any circumstances, to collect belongings, etc.
5	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.

6	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.						
7	Once the above has been carried out please contact one of the following:- <table><tr><td>Jamie Butler</td><td>Nick Smith.</td><td>Kathleen Thomson</td></tr><tr><td>07517895798</td><td>07415916173</td><td>07368466015</td></tr></table> All incidents no matter how small need to be reported to the Centre Manager.	Jamie Butler	Nick Smith.	Kathleen Thomson	07517895798	07415916173	07368466015
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07517895798	07415916173	07368466015					