

Clapham and Patching Village Hall Management Committee (CPVHMC)

General Terms and Conditions of Hire – Village Hall, and/or Recreation Ground.

These Terms and Conditions apply from March 2022.

For the purpose of these Terms & Conditions, the term “Hirer” shall mean an individual or the authorized representative of an organisation on behalf of an organisation. And must be at least 18 years old.

The hirer as specified in the Application to hire facilities shall safeguard the facilities and equipment for the entire time of the hire and shall be responsible for leaving the premises in a clean and tidy condition with the building secured and all lights switched off at the end of the hire period. All contents temporarily moved or removed from their usual positions are to be reinstated before leaving. Failure to do so may entail an additional charge to cover any expenses incurred. The hirer shall be responsible for any damage caused during the hire and for any consequential costs e.g., additional cleaning made necessary due to unreasonable use. The CPVHMC may at its discretion withhold any surety or other payment lodged by the hirer if this condition is not maintained.

STILETTO HEELS CAN CAUSE SIGNIFICANT AND COSTLY DAMAGE TO THE HALL FLOOR AND FOR THAT REASON UNPROTECTED STILETTO HEELS SHOULD NOT BE WORN.

HIRE CHARGE/CANCELLATION

Hire Charges are published on our website. The hire charge and any additional payments shall be made via the Booking Clerk within the time specified in the Hire Agreement. THE MINIMUM HIRE PERIOD FOR ANY FACILITY IS ONE HOUR. Failure to settle the entire charge in time will result in cancellation of the hire and forfeit of the deposit or part thereof as specified.

Cancellation by the hirer within 12 weeks prior to the intended event will incur a forfeit of 50% of the deposit.

Cancellation within 28 days will incur the forfeiture of the entire deposit. In relation to regular hirers, 28 days notification of any temporary withdrawal of the hire shall be given otherwise 50% of the normal hire fee will still be payable.

RESTRICTIONS OF USE

All activities at the premises shall cease and the premises vacated and locked up by 2300 hrs (Sunday to Thursday) and 0100hrs (Friday and Saturday nights).

Music and/or dancing activity must finish by no later than 2200hrs on Sundays-Thursdays and by midnight on Fridays/Saturdays. THIS IS TO AVOID NUISANCE TO NEAR NEIGHBOURS. In exceptional circumstances the finish time may be extended in writing at the discretion of the CPVHMC in advance, on prior written application. Any activities comprising of amplified music and/or dancing in the open air shall cease by 1900 hours on any day.

After 2300 hours on any day there shall be no noise from the hall or any marquee or any other structure placed on the site which is audible at the boundaries of the site. The nearest boundary to which this applies is Long Furlong. The hirer should check at regular intervals that this stipulation is adhered to. Failure to abide by these rules may incur a penalty at the discretion of the CPVHMC.

The premises must be vacated at the end of the hire period (and in any case by 2300hrs on Sundays-Thursdays and by 0100 on Friday/Saturday night), unless extended in writing by the CPVHMC prior to the event. Patrons/guests leaving on or after 2200hrs MUST be reminded to leave the premises (including the car park) quietly to avoid adverse impact on neighbours. An announcement will normally suffice.

The premises including the grounds shall only be used for the purposes set out in the application to hire.

For activities governed by the Licensing Act 2003 (i.e., public events) the hirer shall be responsible for adhering to the terms and conditions of the Premises Licence issued by Arun District Council, a summary of

which is kept displayed at the premises. A full copy is available on request. In this case the hirer shall take all reasonable steps to promote the licensing objectives i.e., to prevent crime and disorder, ensure public safety, prevent public nuisance, and protect children from harm.

HEALTH, SAFETY AND RELATED MATTERS

The CPVHMC has produced a Health and Safety Policy to comply with its obligations under the law. A copy is displayed at the Hall and further copies are available on request. The hirer is obliged to have regard to this policy and to any associated risk assessment.

The hirer is responsible for ensuring the health, safety and welfare of all persons present immediately prior to, during and following the hire period. They should have regard to hazards associated with working at height, manual handling, vehicle parking, the safety of electrical appliances, scalding, slips trips and falls and security of moveable structures and should carry out a suitable risk assessment if significant hazards can be reasonably foreseen.

No fireworks or other pyrotechnics are allowed either inside or outside the premises at any time due to the possible risks involved.

NOTE A full risk assessment is required for submission to Sussex Police prior to the holding of any public outdoor musical event (such as a music concert).

STEWARDING

The hirer is obliged to provide suitable persons at the premises to properly oversee the activities taking place during the hire period. If hire is for the uses of under 21 years old, then a security person SIA registered is required (at the hirers cost) to attend the event as a condition of hire. CPVHMC can supply relevant contact information if required.

The hirer is responsible for ensuring the maximum number of persons admitted to the premises at any one time does not exceed the following:

- When used for a closely seated audience or dancing only: 150 persons (Main Hall) or 200 persons (whole building).
- When used for functions with seating at tables: 85 persons (Main Hall) or 110 persons (whole building).
- Wheelchairs: maximum number as agreed with the Fire Officer.

NOTE chairs are provided in the hall for a maximum of 100 persons. Organisers contemplating a greater number should consult with the Bookings Clerk.

FIRE

The hirer is responsible for ensuring that the Fire Exits are not obstructed during the period of hire. In the event of a fire or suspected fire they must take reasonable steps to ensure all person's present leave the premises in an orderly fashion. The Fire Assembly Point is at the far western end of the car park (furthest from the building). The Fire and Rescue Service should be contacted as soon as possible thereafter. Fire Extinguishers are provided at the premises and should be used as appropriately without endangering personnel. NB there is no public telephone nearby.

SALE OF ALCOHOL

In relation to the supply or sale of alcohol at events open to the public at large the hirer is advised to obtain the necessary Temporary Events Notice or other authorisation from the Licensing Authority (ARUN DISTRICT COUNCIL) well in advance of the event. The hirer is solely responsible for obtaining all relevant consents in this regard and for complying with all conditions.

CONCURRENT LETTINGS

In the event of both halls being let concurrently then the kitchen and toilet facilities are to be shared. In this event then cleaning responsibilities shall also be shared.

ACCESS

The key to the Hall is available by arrangement with the Bookings Clerk and must be returned as soon as possible following the hire.

The code for the lock to the main gate needs to be obtained from the Bookings Clerk in advance. Once the combination is set the handle is turned anti-clockwise to release it. On leaving at the end of the hiring the gate should be re-secured (unless there is a further hire immediately following)

A height restriction barrier is fitted above the main entrance to the hall and limits vehicular entry to 2.1m. If entry for high sided vans or similar is required for loading/unloading then prior arrangement must be obtained to allow temporary access.

REFUSE

A bulk bin is provided outside the premises, which should be enough for refuse from your letting. Should the bin become overloaded due to action by the hirer the CPVHMC may at its discretion make a charge to reflect additional emptying/clearing costs. The bin lid must be locked before departure – a special key is kept in the kitchen for this purpose.

LIABILITY

The CPVHMC shall take reasonable steps to make available to the hirer the Hall, facilities and/ or Recreation Ground as laid out in the Hire Agreement. However, CPVHMC shall not be liable for any direct or consequential loss caused by unforeseen or other circumstances including adverse weather, industrial action, fire, flood, explosion or failure of power or other services. In such circumstances the hire fee may be reduced or returned at the discretion of the CPVHMC.

The hirer shall indemnify CPVHMC the costs of repair of damage to the Hall, its contents, the grounds and any other equipment caused because of the hiring. Any items belonging to or brought in by the hirer and left at the premises shall be left entirely at the hirer's risk and CPVHMC shall not be liable for any direct or consequential loss of any such items.

The hirer is responsible for the health and safety of persons present during the entire period of occupation of the premises and the hirer shall not hold the CPVHMC liable for any accident, injury, loss or damage whatsoever or whomsoever caused by an act, default or omission of the hirer or others present.

The hirer shall not without prior written consent from the CPVHMC sublet all or any of the premises or grounds which are subject to the hire agreement.

For more information, please ring Booking Clerk on 07770894935.

Or via Email [**bookings@claphampatchingvillagehall.org**](mailto:bookings@claphampatchingvillagehall.org)