



Dial Post Village Hall, Worthing Road, Dial Post. West Sussex. RH13 8NS
t: 0300 102 3425 e: hello@dialpostvillagehall.co.uk w: www.dialpostvillagehall.co.uk
Registered Charity Number: 228655

Dial Post Village Hall - Conditions of Hire

These conditions apply to all hiring of the Village Hall and Car Park. If the Hirer is in any doubt as to the meaning of the following, the Booking Officer should immediately be consulted.

The Hirer is responsible for adhering to the Operating Instructions, Instructions for Operating Equipment and Emergency Procedures (collectively referred to as the "Instructions"). It is the Hirer's responsibility to ensure that copies of the Instructions are obtained and understood. If the Hirer is in any doubt about any of the Instructions, the Booking Officer should be consulted.

By going ahead with the hiring of the Village Hall, the Hirer is agreeing to these Conditions of Hire and complying with the Instruction

1. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the Village Hall, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the Village Hall whatever their capacity. As directed by the Booking Officer, the Hirer shall 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.

2. Car Park

The hirer is responsible for ensuring that vehicles are parked in an orderly way so as to avoid obstruction of the highway and that any parking requirements in the Instructions are followed. Users may need to ask for assistance when leaving the car park due to vehicles parked in the road. Alcohol must not be consumed in the the car park.

3. Use of Village Hall

The Hirer shall not use the Village Hall for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the Village Hall or allow the Village Hall to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the Village Hall anything which may endanger the same or render invalid any insurance policies in respect thereof. The Village Hall cannot be hired for parties for anyone between the ages of 12 and 25.

4. Gaming, Betting and Lotteries

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

5. Licences

The Hirer shall obtain authorisation from The Dial Post Village Hall Management Committee for the sale of intoxicating liquor. Dial Post Village Hall has an alcohol and music licence for the premises.

6. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the Village Hall by the Fire Authority, Local Authority, the Licensing 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. The Hirer must ensure that the Village Hall is not occupied by more than 200 people at any time.

7. 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.

8. Health and Hygiene

The Hirer shall, 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. The Village Hall is provided with a refrigerator and a dishwasher.

9. Electrical Appliance Safety

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.

10. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Village Hall management committee as soon as possible and complete the relevant section in the Village Hall's accident book. Any damage to Village Hall property or failure of equipment belonging to the Village Hall or brought in by the Hirer must be reported to the Maintenance Officer as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Booking Officer will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

11. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the Hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either in the Village Hall or in its immediate vicinity. Alcohol shall 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 shall be asked to leave the Village Hall. No illegal drugs may be brought into the Village Hall.

12. Animals

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

13. 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 us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). The hirer shall ensure that any activities for children under 8 years of age comply with any legislation current at the date of the hiring. Youth organisations using the Village Hall must have adequate adult supervision.

14. 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 Village Hall, and shall indemnify and keep indemnified each member of the Village Hall's management 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.

15. Sale of Goods

The Hirer shall, 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, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

16. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition. This includes:

- a. Floors swept where necessary (brushes can be found in the foyer between the hall and kitchen)
- b. Kitchen worktops wiped
- c. Any spills wiped/ mopped
- d. All non recyclable rubbish removed and placed in the green topped outside bin
- e. All recycling (glass, plastics, paper, card and tins) placed in the blue topped bin
- f. Dishwasher unloaded and items put away
- g. Toilets left clean and tidy
- h. Items such as chairs and tables temporarily removed from their usual locations are properly replaced and wiped clean. Chairs used in the hall to be stacked neatly in 10s in the store room.
- i. Car park is left clean and tidy and free of cigarette butts and other rubbish
- j. All lights switched off including stage lighting and mirror balls
- k. Speaker system switched off
- l. Shoes with non marking soles must be worn in the hall, any marks left by shoes must be cleaned.

The hall should properly locked and secured, unless directed otherwise, and ensure that:

- i. All windows are closed
- ii. Blinds are left up
- iii. All external exits are closed and secured
- iiii. Door bolts are replaced to the locked position
- iv. Intruder alarm is set
- v. All keys are replaced in the key box
- vi. Key box is left locked shut

Failure to adhere to the above can result in all or part of the damage and cleaning deposit being refunded.

17. Noise

The Hirer shall ensure that their use of the Hall avoids inconvenience to adjoining residential properties.

18. Stored Equipment

The Village Hall accepts no responsibility for any stored equipment or other property brought on to 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 or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

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

19. 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.

20. No Rights

The Hiring Agreement constitutes permission only to use the Village Hall and confers no tenancy or other

right of occupation on the Hirer.

21. WiFi Services

When using the WiFi service you 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.

22. Termination of the WiFi Service

We have the right to suspend or terminate our wifi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

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

23. Availability of WiFi Services

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

24. Privacy and Data Protection

- a. We may collect and store personal data through your use of our WiFi service.
- b. We may process all information about you which is provided in relation to our WiFi service in accordance with your legal rights under GDPR 2018 and solely for the purposes of offering the WiFi service.

- c. By using our WiFi service, you agree to the terms of this clause 24. If you would like more information or object to anything in these conditions, please contact us.

25. Booking Administration

All bookings can be made via our online booking system. Once bookings have been confirmed the hirer will receive a payment link to be able to make payment online for the booking fee and any deposit required. The sum will be returned in full in the event of cancellation by the Hirer if made more than six weeks before the date of the planned event minus any card processing fees (2.4% + 20p). Instructions on obtaining keys etc are given in the Confirmation of Booking email sent from the Booking Officer to the Hirer usually on the Sunday prior to the booking. Non-Residents of Dial Post must also pay the Booking Officer a damage deposit as per the table below at the time of booking. This deposit will be returned in full if the keys are returned as arranged and all Terms and Conditions of Hire have been adhered to.

Damage deposits:

| Hire type | Damage deposit |
|------------------------------|----------------|
| Day time events and parties | £100 |
| Evening parties and weddings | £250 |

Wedding bookings will receive an initial invoice for 50% of their hire fee plus their damage fee. The remaining 50% will become due 3 months prior to the wedding date.

a. Regular Hire

Regular hirers will be subject to a 2 month probationary period, following which the Village Hall may at its discretion decide to renew or cancel the Hiring Agreement. During any regular hire period the Village Hall may, subject to 2 months notice to the Hirer, suspend the hire on an occasional basis in order to allow other organisations, who might otherwise be prohibited from using the Hall, to hire the Hall for a specific event. In any of the circumstances described above, the Village Hall undertakes to refund to the regular hirer any hire fees relating to the cancelled period(s) of hire, but no further monies will be paid for any actual or presumed loss of profit or for any other cause. Hirers are required to give the Booking Officer a minimum of 6 weeks notice either of occasional cancellation, or termination of the Hiring Agreement.

b. Hire Period

The hiring period shall be between the times specified in the Confirmation of Booking email. The Hirer should include time needed for preparation and clearing up in establishing the total period of hire required. The hirer is 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. Hirers will not be allowed access to the Hall before the hire start unless with the approval of the Booking Officer. 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 Bookings Officer

26. Insurance and Indemnity

a. The Hirer shall be liable for:

- i. The cost of repair of any damage (including accidental and malicious damage) done to any part of the Village Hall including the curtilage thereof or the contents of the Village Hall.
- ii. All claims, losses, damages and costs made against or incurred by the Village Hall management committee, their employees, volunteers, agents or invitees in respect of the 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 the Hirer and

- iii. All claims, losses, damages and costs made against or incurred by the Village Hall management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the Village Hall by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Village Hall management committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.
- b. The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a) (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Village Hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Village Hall management 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.
- c. Where the Village Hall does not insure the liabilities described in sub-clause (a) (ii) and (iii) 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 Village Hall Booking Officer. Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Booking Officer to rehire the Village Hall to another hirer.

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

27. Cancellation

If the Hirer wishes to cancel the booking 6 weeks or less before the date of the event and the Village Hall 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 Village Hall Management Committee. This is with the exception of wedding bookings where at least 3 months notice must be given. Cancellation less than three months prior to the wedding will forfeit 50% of the agreed hire fee.

The Village Hall reserves the right to cancel a hiring by written notice to the Hirer in the event of:

- a. the Village Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- b. the Village Hall management committee reasonably considering that:
 - i. such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
 - ii. unlawful or unsuitable activities will take place at the Village Hall as a result of this hiring
- c. the Village Hall becoming unfit or unsafe for the use intended by the Hirer
- 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 the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

28. Bouncy Castles

The use of bouncy castles is allowed under the following conditions:

- a. When booking, the **hirer** must declare that they intend to have a bouncy castle. This declaration will imply a commitment to make sure that:
 - i. The bouncy castle will be supervised at all times by an adult (over 18).
 - ii. Public liability insurance will be provided either by the **supplier** or the **hirer***.

- b. Before the actual booking, the **hirer** must confirm that insurance is in place, and must be prepared to provide evidence for this.

The **hall** reserves the right to prohibit the use of the castle, or even to cancel the booking if appropriate evidence is not provided on request.

***PLEASE NOTE:** The **hall** insurance **doesn't** cover use of bouncy castles. The **hall** is only responsible for **advising hirers** that they must put appropriate arrangements in place.

Any responsible **supplier** of a bouncy castle must have insurance, but often their public liability insurance will **only apply if they are present** to supervise the use of the castle.

If they are not present and their cover doesn't apply, then the **hirer is responsible** for providing public liability insurance and for supervision of the castle **by an adult over 18**.

It is the **responsibility of the hirer** to investigate what cover is provided and when they should buy additional cover themselves. Insurance for a one off event can be purchased.

Supervision and Safety Instructions

Hirers are required to follow these instructions:

1. The castle must be adequately secured;
2. Soft matting covering hard surfaces must be placed adjacent to the front or open sides;
3. There should be responsible adult supervision, paying close attention to the children at play at all times during its use;
4. The number of children using the bouncy castle must be limited to the number recommended in the Hire Company's safety instructions. There must be no overcrowding;
5. A rota system for different age or size groups should be operated together with the observance of any age limit of users (it is suggested that children over 10 years of age should not use the equipment);
6. All children must be made to remove footwear, hard or sharp objects such as jewellery, buckles, pens and other similar pocket contents.
7. Eating while bouncing or performing acrobatics must not be allowed.

Additionally, the **hirer** should ensure that the Hire Company (the **supplier**)

8. Fully complies with the Health and Safety Executive Guidance Note PM76 – "The Safe Operation of Inflatable Bouncing Devices" (this important guide deals with all aspects of safety);
9. Employs suitably experienced and trained adult personnel, where the Company are responsible for setting up, operation and supervision of the bouncy castle;
10. Provides written evidence of a current Public Liability Insurance Policy with a Limit of Indemnity of at least £5 million. This insurance is to cover the liability of the Hire Company. Note that this is unlikely to extend to cover the **hirer** of the equipment.
11. Provides written instructions about the safe setting up, operation and supervision of the equipment, and that the name and address of the manufacturer or supplier is clearly marked upon it.