

**EAST DEAN AND FRISTON VILLAGE HALL (The Trust)
One-off Hire Agreement**

Please answer all questions in this Agreement. If any are not relevant or not applicable, please state N/A

This Hire Agreement between The Trust and the Hirer is dated

The Trust shall mean:

Entity	The Trustees
Address	East Dean & Friston Village Hall Off Gilberts Drive East Dean Eastbourne BN20 0DR
Name of Trust's representative	Tina Woodley-Roberts, Hall Manager
Contact telephone number	01323 423110
eMail address	tina@edfvillagehall.org.uk
Registered Charity number	1077992

The Hirer, who must be over 18 years old, shall mean:

Name or representative	
Organisation, if applicable	
Address	
Landline telephone number	
Mobile telephone number	
eMail address	

The Trust agrees to permit the Hirer, for the Hire Fee, to use the Identified Premises, for the Hire Period for the Purpose, and on the terms and conditions all as listed below.

Hire Period

	From	To
Day		
Date		
From		

Identified Premises

Select either East Dean Hall (Large Hall) or Friston Hall (Small Hall) or both:

	Yes/No
East Dean Hall	
Friston Hall	
Will use be made of the Kitchen?	
If 'Yes' to previous question, will the usage be heavy or light?	

The Hirer should note that the kitchen may need to be shared unless both Halls are hired.

The Hire Fee shall be:

Fee	£
Deposit of one-third of the Hire Fee or £35.00 whichever is the higher.	£
Balance to be paid 30 days prior to the start of the Hire Period.	£
In addition to the Hire Fee a damage/loss deposit will be required and must be received at least 30 days before the event. The damage/loss deposit will be refunded within 28 days of the end of the event provided no damage or loss has been caused to the premises and/or contents during the Hire Period.	£

Cheques should be made payable to East Dean and Friston Village Hall Trust & posted to the address above.

Payments may be made on-line into the Trust's Barclays Bank account using the following:

- Account number 20318213
- Sort code 20 27 91
- Important; please state hirers surname & date of event (format dd-mm-yy) as the reference.

Purpose of Hire

Please provide an accurate description as this will help us plan for events before and after your event.

Approximately how many will be attending; ; as a guide the capacity of East Dean Hall is circa 140 (no stage extension) and for Friston Hall circa 60. The final number will depend on the activity and table/seating configuration.	
Will the event be public or private	
Will use be made of the audio/visual facilities? (Yes/No)	
If yes, will technical support be required? (Yes/No)	
Will alcohol be provided? (Yes/No); if alcohol is for resale, the Hirer is required to seek a Temporary Event Notice from Wealden District Council. This needs to be obtained at least 10 days in advance and a copy must be provided to the Hall Manager no less than one week prior to the event.	
Will the stage extension be required? (Yes/No); if yes, a charge of £50.00 will be made for each build and dismantling	
Will tablecloths be required; if yes, a laundry charge of £10.00 will be made.	

Subject to availability and with the approval of the Hall Manager, the Hirer may use the Hall's tables, chairs, glasses, crockery, cooking utensils, table clothes, cleaning materials and utensils. With the exception of soiled tablecloths/tea towels, these items must be returned to their allocated storage location in a clean condition. Soiled table cloths/tea towels should be placed in the laundry bag. In the event that the Hirer closes down the Hall at the end of their function, their attention is drawn to the close down instructions that are included in Appendix 2 of this Agreement.

Standard and Other Conditions

The Hirers attention is drawn to the Standard Terms and Conditions that are included in Appendix 1 and form part of this Agreement an understanding of which the Hirer acknowledges.

The Hirer agrees to be present during the Hire Period; if he/she cannot be present, then they must ensure a responsible person is. In the event the Hall is left unoccupied at any time the Hirer must advise the Hall Manager or Hall Team Assistant.

The Hirer agrees to cease all music by 23:00 hours and to vacate the Identified Premises by 23:00 hours

Special Conditions:

State what they are or state 'None'

Contact Details

Hall Manager; 01323 423110

Hall Team Assistant; 01323 423204/07955 471051

Attestation

The Hirer acknowledges receipt of and agrees to comply with the Schedule of Conditions and Terms on pages 5 to 13 inclusive which are incorporated herein. The Hirer is requested to execute this Agreement below.

Pages 1 – 4 should be returned to the Hall Manager.

The Hirer

I/we agree to pay to The Trust the Hire Fee, to use the Identified Premises, for the Hire Period for the Purpose and on the other terms, all as listed above and on any related attachment.

Signed	Print name:
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The Hall Manager on behalf of The Trust

Signed	Print name: Tina Woodley-Roberts
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Revised 20 June 2020

Appendix 1
Hire Agreement

SCHEDULE OF STANDARD TERMS & CONDITIONS

The terms The Trust, Hirer, Identified Premises, Hire Period and Purpose have the meanings attached to them in the associated Hire Agreement.

If the Hirer is in any doubt as to the meaning of any of the following they should contact the Hall Manager.

1. Supervision

THE HIRER will, during the Hire Period, be responsible for supervision of the Identified Premises, the fabric and the contents; their care, avoidance from damage however slight; or change of any sort and the behaviour of all persons using the Identified Premises whatever their capacity. As directed by the Hall Manager, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

2. Use of Identified Premises

THE HIRER shall not use the Identified Premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use them, or allow them to be used, for any unlawful purpose or in any unlawful way, nor do anything to bring anything onto them which may endanger them or render invalid any insurance policies in respect of them.

THE HIRER shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places, provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner and so as not to cause a fire.

THE HIRER shall ensure that no equipment is used or activity takes place which could result in the setting off of smoke/heat alarms or emergency services being required. No smoking, naked flames are permitted inside the Identified Premises and no BBQs are allowed, except they may be used on the grass area outside Friston Hall, provided they are attended to by a responsible adult at all times.

THE HIRER shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Hall Manager. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

3. Licences

THE HIRER shall ensure that the Trust holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

THE HIRER shall be responsible for obtaining such licences as may be needed for the sale or supply of intoxicating liquor.

4. Gaming, Betting and Lotteries

THE HIRER shall ensure that nothing is done on, or in relation, to the Identified Premises in contravention of the law relating to gaming, betting and lotteries.

5. Public Safety Compliance

THE HIRER shall comply with all conditions and regulations made in respect of the Identified Premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

THE TRUST has an obligation to comply with its Premises Licence. The Hirer is required to make themselves aware of and comply with the contents of that Premises Licence and, in signing this agreement, confirm that they have done so. The Premises Licence can be viewed on the Hall's website or a hard copy is available for inspection, by appointment, at the Hall.

THE TRUST has instigated a 'Risk Assessment' and 'Fire Risk Assessment' for the Village Hall. The Hirer is required to make themselves aware of and comply with the contents of those risk assessments and, in signing this agreement, confirm that they have done so. The risk assessments can be viewed on the Hall's website or a hard copy is available for inspection, by appointment, at the Hall. The Hirer may need to supplement the Hall's Risk Assessments with their own depending on the activity being undertaken. It is the Hirer's responsibility to assess that need and the Trustees accept no responsibility for any deficiency in this respect.

6. 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 on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer. No food to be left on Identified Premises without prior permission.

7. Electrical Appliance Safety

THE HIRER shall ensure that any electrical appliances brought by them to the Identified Premises and used there, shall be safe and in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided, the Hirer must make use of it in the interests of public safety. Work, modifications or changes to the fixed electrical installations is not allowed. Any specific requirements must be addressed to the Hall Manager.

8. Indemnity and Insurance

(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 premises including the curtilage thereof or the contents of the premises.

(ii) all claims, losses, damages and costs made against or incurred by the Trust, its employees, volunteers, agents or invitees (past and present) in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and

(iii) all claims, losses, damages and costs made against or incurred by the Trust, its employees, volunteers, agents or invitees (past and present) as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and

subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Trust and their employees, volunteers, agents and invitees (past and present) against such liabilities.

(b) The Trust 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.

A summary of the insurance cover provided by The Trust is shown in Appendix 3 of this Agreement. If any further detail of The Trust's insurance cover is required, please advise the Hall Manager. The Trust shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the Trust and its employees, volunteers, agents and invitees (past and present) against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

Where the Village Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above or if the Hirer is a commercial association or a profit making organisation they agree to obtain third party public liability insurance for their event for a minimum amount of £5,000,000 for any one occurrence or series of occurrences arising out of one event. The Trust accepts no liability for any claims arising thereof. Evidence that the Hirer has the necessary insurance in place will be required. 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 Hall

Manager. Failure to produce such policy and evidence of cover will render the hiring void and enable the Trust to rehire the premises to another Hirer.

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

9. **Accidents and Dangerous Occurrences**

Any failure of equipment belonging to the village hall or brought in by the Hirer must be reported as soon as possible. The Hirer must report all accidents involving injury to the public to the Hall Manager or a member of the Trust as soon as possible and complete the relevant section in the village hall's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Hall Manager will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

10. **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. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 premises in accordance with the Licensing Act 2003.

11. **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 Identified Premises and shall indemnify and keep indemnified each member of the Trust and their employees 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.

THE HIRER must comply with the Trust's policy for using notice boards within the Identified Premises' and on notice boards around the village.

12. **Stored Equipment**

Any equipment or property stored in the Identified Premises can only be so with the permission of the Hall Manager. Such stored equipment or property must be kept in a tidy state within the allocated space.

The Trust accepts no responsibility for any stored equipment or other property brought onto or left at the premises, 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 Trust may use its discretion in any of the following circumstances:

- . .1 Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- . .2 Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Trust disposing 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.

13. **Animals**

THE HIRER shall ensure that no animals (including birds) except assistance dogs are brought into the Identified Premises, other than for a special event agreed by The Trust. No animals whatsoever are **allowed in the kitchen at any time.**

14. **Childcare Act 2006**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure & Barring Service (DBR) checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Hall Manager with a copy of their DBR check and Child Protection Policy on request.

15. **Film**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

16. Sale of Goods

THE HIRER shall, if selling goods on the Identified Premises, comply with the provisions of appropriate legislation and regulations for the supply and selling of such goods.

17. Cancellation

IF THE HIRER wishes to cancel the booking before the date of the event, the Trust reserves the right to withhold part or all of any deposit paid.

THE TRUST reserves the right to cancel this hiring in the event of:

.1 The Identified Premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

.2 The Trust 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 premises as a result of this hiring.

.3 An emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

.4 The premises becoming unfit for the use intended by the Hirer

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Trust shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

18. Refusal of Booking

THE TRUST reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving notice in writing to the Hirer if they consider the Identified Premises is being used for an unsuitable purpose.

THE HIRER shall be entitled upon such notice to reimbursement of such monies including the deposit, or a proportion of it, paid by the Hirer to The Trust. The Trust shall not be liable to make any further payment to the Hirer.

19. End of Hire

THE HIRER shall ensure that, for an evening booking, all music will cease by 23:00 hours and that the Identified Premises are vacated by 23:00 hours, or such other times appropriate to any licence extension.

THE HIRER shall be responsible for leaving the Identified Premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise, and any contents temporarily removed from their usual positions properly replaced, otherwise The Trust shall be at liberty to make an additional charge.

20. Noise

THE HIRER shall, in consideration of local residents, and as required by granted licences, keep music volume down to a reasonable level, and ensure that noise generally is kept to a minimum on arrival, during the event and on departure from the Identified Premises.

THE HIRER must ensure that all windows and doors are closed and, in hours of darkness, curtains drawn closed whilst music is playing.

If one has been prepared, **THE HIRER** must comply with the noise plan.

21. Privacy Notice

The Trust's Privacy Notice can be viewed on our website at

<http://www.edfvillagehall.org.uk/documents/EDFVH-Privacy-notice-v1-May-2018.pdf>

Acceptance of these Standard Conditions shall include acceptance of the Privacy Notice.

By signing this Agreement on page 4, the Hirer agrees acceptance of these Standard Terms and Conditions.

Revised 14 February 2020

Appendix 2 Hire Agreement

HALL CLOSE DOWN INSTRUCTIONS

If arrangements have been made for the Hirer to close down the Hall at the end of their event, the following task, as relevant, should be addressed.

A full version of the close down instructions are in the document holders in both Halls adjacent to the light switches and on the back of the Cleaners' cupboard door. The full version includes a diagrammatic guide to the placement of chairs in both Halls.

Generally

1. Please leave the Hall as you found it, hopefully in a clean and tidy state. Please sweep or dry mop the floor(s); if necessary, wet mop any spillages, etc.
2. Replace all equipment, tables, chairs, utensils, glasses, crockery, etc in their correct storage space in a clean condition.
3. Put any dirty tablecloths, tea towels, etc in wash-bag for laundry & leave in cleaners' cupboard; fold up all clean tablecloths and put away.
4. All lights to be turned off.
5. Please check that all external doors and windows are securely locked.
6. Curtains must be draw open.
7. Ensure all internal doors are closed; they should not be wedged open – some are fire doors.
8. Cleaning utensils and materials can be found in the Cleaners' Cupboard.

Specifically; Kitchen

9. Check both counter top boilers are switched off.
10. Check gas is switched off.
11. Remove any of your contents from the fridge; likewise from the fridge and freezer in the Committee Room.
12. Check dishwasher is turned off, drained and clean.
13. Empty kitchen bin if more than half full or contains waste food into the outside Euro-bin which is located in the Hall's Car Park. Replace bin liner. If the footway to the Car Park is unsafe (eg when dark, icy, etc) place the waste in the small wheelie bin outside the back Kitchen door.

Security

14. Unless other arrangements have been made with the Hall Manager or Hall Team Assistant, set the security alarm on exiting the building.
15. Ensure both leaves of the front door are securely bolted top and bottom on exiting the building.

Revised 20 June 2020

Appendix 3
Hire Agreement

HIRER'S LIABILITY GUIDE
Who is covered by the Trust's Insurance Policy
and
Who is not

Relevant Extract from The Trust's Insurance Policy

Hirers' Liability- Our Five Step Guide to Determine Who is Covered by Your Policy

As you may be aware, Hirers' Liability cover is automatically included under your policy. In order to benefit from this cover users of your premises would need to comply with the following points.

1. They are a charity or non-commercial organisation
2. They do not carry out any activities at venues other than your premises
3. They do not make any profit from their meetings other than that reinvested back into the club or for charitable purposes
4. They do not have any paid employees
5. They do not carry out any excluded activities as listed on endorsement 215 - a copy of which can be found in your policy booklet

Hirers' Liability extends your Public Liability insurance to provide cover for any non profit-making hirers of your premises. This is provided at an indemnity limit of £5million. A non profit-making hirer is any club or society that does not make money out of their operation. They may take money providing that this is invested back into the club.

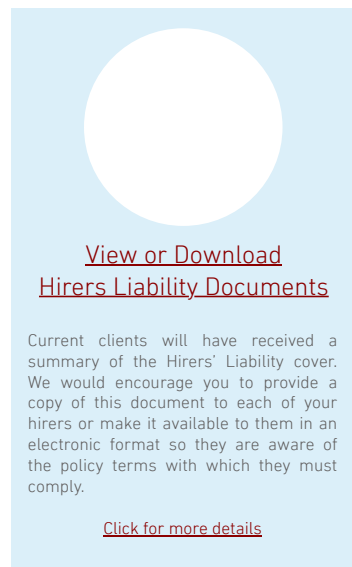
If any hirer does not comply then they would need to arrange their own Public Liability insurance to cover their activities.

Commercial organisations require separate cover for their business activities. So if, for example, a keep-fit instructor who visited several community buildings in the area held a class at your premises they would be expected to arrange their own Public Liability insurance as this would be deemed a commercial activity. This would also apply to events such as furniture sales. If any national organisations such as the scouts hire the premises they would also be expected to hold their own liability cover.

Any private events such as parties or weddings which are held at your premises would be automatically covered, as well as individuals fundraising on behalf of a Charity.

This would extend to the activities of clubs or sports teams at your premises such as Bowls Clubs. However, if such clubs are involved in a league and play fixtures away from the Hall then they would need to arrange separate public liability insurance to cover these activities.

If this causes any concerns or if you require further clarification then please contact us.



[View or Download
Hirers Liability Documents](#)

Current clients will have received a summary of the Hirers' Liability cover. We would encourage you to provide a copy of this document to each of your hirers or make it available to them in an electronic format so they are aware of the policy terms with which they must comply.

[Click for more details](#)

Please address any queries or requests for clarification to the Hall Manager.

Revised 21 April 2017