

19. Stored Equipment

19.1 Equipment may not be stored on the premises without prior agreement.

19.2 The Board of Management does not accept responsibility for any stored equipment or other property brought into or left at the premises and all liability for loss or damage is hereby excluded.

19.3 All equipment and other property (other than stored equipment as permitted) 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 Board of Management may in its discretion 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 or selling or otherwise disposing of the same in any of the following:

- Failure by the Hirer either to pay any storage charges due or to remove the same within 7 days after the agreed storage period has ended;
- Failure by the Hirer to remove property brought on to the premises for the purposes of the hiring within 7 days after the hiring.

20. Alterations and Additions

20.1 No alterations or additions may be made to the premises nor may any fixtures be installed without the prior written approval of the Board of Management.

20.2 The Hirer must make good any damage caused to the premises by the removal of any such materials to the satisfaction of the Hall Secretary.

20.3 Unless removed by the Hirer, any such approved alteration, fixture or fitting or attachment shall at the discretion of the Board of Management remain in the premises at the end of the hiring and become the property of Diplocks Hall.

21. End of Hire

21.1 The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition with any contents temporarily removed from their usual positions properly replaced, unless agreed otherwise. All lights must be turned off and all doors and shutters properly secured.

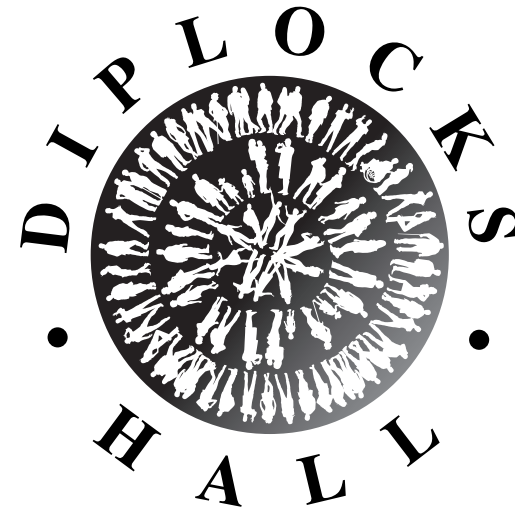
21.3 In the event of failure to meet these conditions, the Board of Management shall be at liberty to make an additional charge.

21.4 Special requirements must be agreed with the Hall Secretary who will consult the Board of Management as necessary. Additional charges may then be incurred.

22. No Rights

The Hire Agreement constitutes permission to use the premises for the designated period or periods only and confers no right of tenancy or other occupation on the Hirer.

October 2010



Hall Hire Agreement

Terms & Conditions



Diplocks Hall is owned and managed by
The Diplocks Community Trust

Registered Charity No: 1094432

DIPLOCKS COMMUNITY TRUST

Diplocks Hall - Hiring Agreement

Conditions of Hire applying to all lettings

Applications for the hire of the Diplocks Hall are to be made to The Secretary, Diplocks Hall, The Diplocks, Hailsham BN27 3JY. Telephone No. 01323 846840.

All persons hiring the hall must be 18 years of age or over.

Regular Hirers of the Hall are required to pay on a monthly basis no longer than two weeks after each session. If a regular Hirer cancels a series of bookings, a charge of 25% of the normal hire charge will be made unless the Board of Management is able to obtain replacement bookings.

Non-regular Hirers of the Hall will be required to confirm bookings and pay a £50 hire deposit in cash not later than two weeks before the date of the event. Final payment is required in cash no later than the day before the date of the event.

If a non-regular Hirer cancels the booking within one week of the event date, the hire deposit will be forfeit unless the Board of Management can obtain a replacement booking.

If Hirers are in any doubt as to the meaning of any of the following, the Hall Secretary should be contacted at the above number or on 07766 526167 in a case of emergency.

THE HIRER IS COMMITTED TO ADHERING TO ALL TERMS AND CONDITIONS ON SIGNING THE BOOKING FORM.

Terms and conditions

1. Use of Premises

1.1 The premises are defined as the whole area and facilities within the boundary of Diplocks Hall including the car park access, disabled parking spaces, the garden, rear terrace, entrance lobby, main hall, meeting room, kitchen, toilets and store rooms (if allocated).

1.2 The Maximum number of people to be allowed in the building, including organisers:

- open floor for reception or dancing - 60
- theatre Style - 40
- seated at tables - 48

1.3 The Hirer is required to observe at all times the following requirements within Wealden District Council's Conditions of Planning for the development of Diplocks Hall, which stipulates the following:

"in order to protect the residential amenities of the locality having regard to the Wealden Local Plan, the following will apply:

The use of the Community Centre shall be limited to the following hours

Weekdays - 0900 to 2230

Saturdays - 0900 to 2300

Sundays & Public Holidays - 1000 to 2100

The premises shall be fully cleared within half-an-hour of the stated finishing time."

1.4 The Hirer is required to state at the time of booking if amplified music is going to be used as the Planning Consent also stipulates the following:-

"Not more than twelve functions involving amplified music or the use of amplification equipment shall take place at the premises in any calendar year, with no more than two such functions occurring in any one calendar month and at no time on consecutive evenings unless otherwise agreed in writing by the District Planning Authority"

Therefore, if other events are already scheduled within the stipulated period at which amplified music is to be used, special permission will have to be obtained from Wealden District Council.

Before submitting an application, the Hirer must first obtain the agreement of the Board of Management to do so and then ensure that the relevant approval is obtained in writing. This written approval is to be shown to the Hall Secretary not later than 24 hours prior to the event.

If approval is not granted, amplified sound cannot be used in any circumstances as this will infringe the Hall's planning conditions and its licence.

1.5 The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto

the premises anything which may endanger the same or render invalid any insurance policies.

1.6 The use of smoke machines & toxic materials is not permitted at any time

2. Licences

2.1 Diplocks Hall is not licensed for the following activities:

- The sale by retail of alcohol
- Gaming Activity

2.2 If a licence is required in respect of any activity to be organised by the Hirer in Diplocks Hall, the Hirer must first obtain the agreement of the Board of Management to proceed with an application and then ensure that the relevant licence is obtained from the appropriate Authority. Any such licence is to be shown to the Hall Secretary not later than 24 hours prior to the event.

3. Gaming, Betting and Lotteries

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

4. Supervision

4.1 The Hirer or an appropriate authorised representative over the age of 18 must be present throughout the hiring.

4.2 The Hirer shall, during the period of the hiring, be responsible for supervision of the premises, the fabric of the building and the contents and their care, safety from damage however slight or change of any sort.

4.3 The Hirer shall, during the period of the hiring, bear in mind at all times that Diplocks Hall is surrounded by residential accommodation and shall take responsibility for behaviour of all persons using the premises in whatever capacity, including supervision of car parking to avoid obstruction of the access road.

4.4 Care must be taken to ensure that the disabled parking spaces are not misused.

4.5 The Hirer shall make good or pay for all damage including accidental damage, to the premises, fixtures, fittings or contents and for loss of contents.

5. Noise

5.1 The Hirer must remain conscious of the fact that there is a legal duty to prevent public nuisance under the Environmental Protection Act 1990 and the Anti-Social Behaviour Act 2003. Failure to do so may lead to enforcement action/service of notices and /or legal proceedings.

5.2 The Hirer shall ensure that the minimum amount of noise is made by those attending events, especially on arrival and departure, and particularly late at night.

5.3 If sound amplification equipment is to be used, the Hirer must obtain the advance agreement of the Board of Management. The Hirer is required to make use of the noise limitation device provided and to comply with any other requirement under the Acts referred to in 5.1.

6. Drunk and Disorderly Behaviour and the Supply and taking of Illegal Drugs

6.1 The Hirer must ensure that in order to avoid disturbance to the Hall's neighbours and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol as drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity.

6.2 Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18.

6.3 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.

6.4 Illegal drugs may not be brought onto the premises and any Hirer whose attendees have participated in such activity will have all future lettings cancelled. In addition, any such incident will be reported to the Police.

7. Public Safety Compliance and Means of Escape

7.1 Diplocks Hall is a 'No Smoking' building and the Hirer shall not allow smoking anywhere on the premises including the front and rear porch areas and the garden.

7.2 The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority and the Licensing Authority or otherwise. This applies especially to any event that constitutes regulated entertainment at which alcohol is sold or provided or which children are attending.

7.3 The Hirer acknowledges having received information on the following:

- Action to be taken in event of fire, including procedure for calling the Fire Brigade and evacuating the hall and the location and use of fire equipment;
- Escape routes and the need to keep them clear of obstruction;
- Method of operation of escape door fastenings, as applicable;
- Appreciation of the location and importance of fire doors and ensuring that all such fire doors are closed when a fire is indicated.

7.4 The Hirer shall, in advance of any entertainment, meeting or function, check that:

- all escape routes are free of obstruction and can be safely used;
- all fire exits are unlocked;
- fire doors are not wedged open;
- exit signs are not obstructed;
- there are no obvious fire hazards on the premises;
- any assistant on duty in a supervisory capacity is aware of the Hirer's responsibilities for Public Safety.

7.5 The Hirer shall ensure that any electrical appliances brought in to the premises and used by them or their attendees shall be safe, in good working order and used in an appropriate manner in accordance with the Electricity at Work Regulations 1989.

8. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details shall subsequently be given to the Board of Management.

9. Insurance

9.1 Diplocks Hall is insured against any claims arising out of its own negligence.

9.2 The Hirer shall indemnify and keep indemnified The Diplocks Community Trust and its employees, volunteers, agents and invited guests against:

- the cost of repair of any damage done to any part of the premises including the external areas and to the contents of the premises;
- all claims, losses, damages and costs in respect of damage or loss of property or injury to persons through the use by the Hirer of the premises, including storage of equipment;
- claims, losses, damages & costs suffered or incurred in the case of nuisance caused to a third party as a result of the Hirer's use of the premises.

9.3 Regular User Groups shall take out adequate insurance to cover the Hirer, their members and their attendees and all claims arising as a result of the hire.

9.4 The Hirer will produce the Insurance policy and current receipt or other evidence of cover to the Hall Secretary, as required. Failure to produce such policy and evidence of cover will render the hiring cancelled.

10. Accidents and Dangerous Occurrences

- 10.1 The Hirers will familiarise themselves with the location of the First Aid boxes in the main hall and in the kitchen.
- 10.2 The Hirer must report all accidents involving injury to any member of the public to the Board of Management as soon as possible and complete the relevant section in the Diplocks Hall's accident book located in the main hall
- 10.3 Any failure of equipment provided by Diplocks Hall or brought in by the Hirer must be reported as soon as possible.
- 10.3 In accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR), certain types of accident or injury must be reported to the local authority. The Hall Secretary will provide advice & assistance as required.

11. Food Safety

- 11.1 When hiring the kitchen, Hirers shall adhere to all relevant legislation regarding the preparation, storage, cooking and serving of food.
- 11.2 In accordance with COSHH Safety Regulations 2002, the dishwasher may only be used by prior arrangement so that familiarisation training to take place.
- NB: Only dishwasher fluids and other chemicals provided by Diplocks Hall may be used in the machine.*
- 11.3 Hirers are required to provide all other cleaning and anti-bacterial materials for their own use which must also comply with COSHH Regs 2002.

12. Explosives and Flammable Substances

- The Hirer shall ensure that:
- Highly flammable substances are not used in any part of the premises;
 - No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Board of Management;
 - No decorations of any kind are to be put up near light fittings or heaters;
 - Candles are not allowed unless placed in an enclosed container.

13. Heating

- 13.1 The Hirer shall ensure that when the premises are open to the public, unauthorised heating appliances will not be used without the Board of Management's agreement.
- 13.2 Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

14. Animals

- 14.1 The Hirer shall ensure that no dogs except guide dogs or other animals (including birds) are brought into the premises other than for a special event agreed in advance by The Board of Management.
- 14.2 No animals whatsoever are to be allowed in the kitchen at any time.

15. Compliance with The Children Act 1989 & 2004

- 15.1 The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 &

2004 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children.

- 15.2 Such checks will also apply where children over eight and vulnerable adults are taking part in activities.
- 15.3 The Hirer's Child Protection Policy document and CRB certificates will be provided on request.

16. Publicity and Fly Posting

- 16.1 Announcements to user group members and potential attendees must be posted only on the Community Notice Board provided and posters, notices, placards or other articles must not be attached in any way to any other part of the premises.
- 16.2 The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises.
- 16.3 The Hirer will indemnify and keep indemnified Diplocks Hall against all actions, claims and proceedings arising from any breach of this condition and failure to observe this condition may lead to prosecution by the local authority.

17. Sale of Goods

- 17.1 The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales and in particular.
- 17.2 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.

18. Cancellation

- 18.1 If the Hirer wishes to cancel the booking before the date of the event and a replacement booking cannot be raised, the question of payment or the repayment of the fee shall be at the discretion of Diplocks Hall Board of Management.
- 18.2 The Diplocks Hall Board of Management reserves the right to cancel this hiring by written notice to the Hirer in the event of:
- The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
 - The Board of Management anticipating that (i) such hiring will lead to a breach of relevant licensing conditions or other legal or statutory requirements, or (ii) unlawful or unsuitable activities are to take place at the premises as a result of the hiring;
 - The premises becoming unfit for the use intended by the Hirer;
 - Emergency requiring use of the premises as a shelter for victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

- 18.3 In any such case the Hirer shall be entitled to a refund of any hire fee paid, but the Board of Management shall not be liable to the Hirer for any resulting direct or indirect loss or damages.