

HIRE AGREEMENT

THE PAVILION, Burwash Weald and Common Memorial Fund Playing Field Burwash Common East Sussex TN19 7NA

Registered Charity Number 282296

Payment of a deposit or the hiring fee or running of the event implies agreement to the following, whether or not the agreement is signed and dated:

A. BOOKING

- 1) Charges for hiring the hall are set by the Committee and displayed in the entrance lobby. Hiring fees are payable in advance of the booking.
 - 2) A deposit of £100, refundable after hire, subject to compliance with this agreement and payable with the booking fee, may be requested from hirers unknown to the booking secretary. Other hirers agree to pay on demand the sum of £100, or the equivalent forfeited portion, in the event of their actions being considered by the committee as not complying with this agreement.
 - 3) Notice of cancellation of hiring must be given in writing to the Booking Secretary at least 1 calendar month in advance of the hiring date or the booking fee paid is payable in full. This condition may be waived at the sole discretion of the Booking Secretary if the cancellation does not incur a direct or indirect loss to the Committee.
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B. ARRIVING AND LEAVING

- 1) Regular Users will be issued with a TAG for entry and exit.
 - a) The TAG is presented twice on Entry – the first disables the alarm; the second opens the door latch. If the alarm has not been previously set, the control box inside the lobby will start beeping – if this happens, simply present your tag to the symbol top left of the control pad.
 - b) If there are any problems, including with the condition of the premises, please call one of the numbers on the checklist inside the Lobby or on the outside notice board.
 - c) On Exit, please follow the “Unattended Lockup” checklist at the door. Tap your tag top left of the control pad, turn off the master light switch, exit and check the door is secure.
- 2) For non-regular users:
 - a) A Caretaker will open the Hall at the agreed time.
 - b) Hirers should satisfy themselves as to the condition of the hall, ensure that they are made aware of the emergency exits, fire extinguishers/alarms and safe operation of any equipment being used, and ensure they understand the Unattended Lockup Checklist.
 - c) A Caretaker will secure the premises at the end of the period booked, either in-person or remotely. With the agreement of the hirer, locking-up may be done in advance (the door can still be opened from inside) – see the Unattended Lockup Sheet for full details.
- 3) A checklist for clearing up and cleaning is provided and must be followed. If clearing up is not completed, you will be charged for the extra time required to complete it for you. The amount will be deducted from your deposit or invoiced to you. Time is charged at £15 per hour or part of an hour for daytime bookings and £25 per hour or part of an hour for evening bookings.

DO NOT LEAVE THE PREMISES UNLESS THE BUILDING IS LOCKED.

C. SUMMARY OF RESTRICTIONS TO USE OF THE HALL (See Section D for detail)

- 1) EVENTS ORGANISED FOR UNDER 21s MUST BE SUPERVISED BY RESPONSIBLE ADULTS
- 2) ALL NOISE MUST CEASE AT 11pm.
- 3) Doors facing the Cricket Pitch MUST BE CLOSED AFTER 9PM if music is being played.
- 4) The MAXIMUM noise level, measured at the bar counter, MUST BE LESS THAN 95dB, or 85dB if the Doors and/or Windows are open. We have a meter, but a simple test is – if you can't hear someone speaking to you from 2m away, it's too loud. Music volume MUST be turned down on request by Bar Staff or a Committee Member.
- 5) MAXIMUM CAPACITY IS 150 people
- 6) NO ALCOHOL is to be brought into the premises, including the grounds, without the express written consent of the Committee, which will only be given in exceptional circumstances, such as for a wine tasting. We are happy to provide bar facilities on request when booking.
- 7) Unless specifically agreed with the Booking Secretary, Bar Service will cease at 10.30pm latest to give the Bar Staff time to clear up and leave by 11pm.
- 8) Except during sporting and public events, hirers and their guests are to keep sufficiently clear of the areas of the field adjoining our neighbouring properties to avoid any possibility of annoyance.
- 9) CHILDREN are NOT allowed in the KITCHEN if cooking is taking place (unless as part of a properly supervised activity), or behind the BAR.
- 10) It is the hirer's responsibility to ensure that any music used is covered by a PRS license.
- 11) Hirers organising events involving unaccompanied children and/or adults at risk MUST HAVE APPROPRIATE SAFEGUARDING PROCEDURES.
- 12) In the event of a local or national outbreak of contagious disease, Hirers must follow government guidance, which will usually include producing a Risk Assessment and taking other actions to avoid infection. Note that most insurers now exclude cover for infectious disease, and it is a condition of hire that the Hirer accepts sole responsibility for any such claim arising from their event.

Failure to follow these restrictions may result in the Hirer forfeiting all or part of any deposit paid or due, and/or closure of the Bar, and/or ejection of the Hirer and their guests from the premises with no refund of the hire fee.

D. GENERAL CONDITIONS

- 1) If any hirer, their contractors or guest(s) direct verbal or physical abuse at the Bar Staff, Caretaker or any other persons(s) authorised to open or lock up the Hall, or if the hirer, their contractors or guest(s) refuse to comply with requests to follow the conditions outlined in section D4a:
 - a) Any Bar Service will cease immediately.
 - b) The hirer will forfeit all the deposit and hire fee paid or due under this agreement.
 - c) The hirer and all persons using the hall will be ejected and an additional charge at the rates specified in section B2 will be levied to cover the cost of cleaning and clearing up.
- 2) The right of entry to the Hall during the period of hire is reserved to any of the following:-
 - a) any member of the committee.
 - b) the Licensees (if not a member of the committee).
 - c) any duly authorised officer of the Licensing Authority, Rother District Council.
 - d) Officers of the Police and Fire Authority.
- 3) The Committee:-
 - a) reserve the right to refuse any application for the hire of the Hall, or to refuse admission to any individual, without assigning any reason whatsoever at the discretion of the Committee or of its Chairman; any refusal so made will be recorded at the next meeting of that Committee.
 - b) shall not be responsible for:-
 - i) any loss of or damage to any property arising out of hiring, nor for any loss, damage or injury which may be incurred by or be done to or happen to any person or persons resorting to the Hall during the hiring arising from any cause whatsoever.
 - ii) any loss due to breakdown of machinery, failure of supply of electricity, leakage or supply of water, telephone service, fire, Government restrictions or Act of God which may cause the Hall to be closed or the hiring interrupted or cancelled.
 - iii) Any loss of or damage to any vehicle or its contents arising from the use of the car park from any cause whatsoever.
- 4) The Hall is licensed with the following restrictions by:-
 - a) the Licensing Authority (Rother District Council) for music, singing, dancing or public entertainment of a like kind for 9am to 11pm daily.
 - i) All noise must cease at 11pm.
 - ii) Doors facing the cricket pitch must be closed after 9pm if loud music is being played.
 - iii) The aggregate (maximum repeated measure) noise measured at the bar must not exceed 95dB at any time. The aggregate (maximum repeated measure) noise measured at the bar must not exceed 85dB if the Terrace doors and/or windows are open.
The Terrace doors and windows MUST be shut after 9pm
 - iv) Except during sporting and public events, hirers are to keep sufficiently clear of the areas of the field adjoining our neighbouring properties to avoid any possibility of annoyance.
 - b) The licensing authority (Rother district council) for a total of 150 persons dancing or closely seated. Maximum capacity is 150 people
 - a) The Performing Rights Society under the National Licence for the performance of copyright music. It is the hirer's responsibility to ensure that any other use of music is licensed.
- 5) Hirers organising events involving unaccompanied children and/or adults at risk MUST HAVE APPROPRIATE SAFEGUARDING PROCEDURES. If you are in any doubt, please contact our safeguarding officer, Graham Lewis on 01435 882172 or grahampav@gmail.com for advice.

- 6) It is a condition of hire that the hirer takes all reasonable steps to protect those attending from the risk of catching an infectious disease. This should include, but not be limited to, a regularly updated Risk Assessment in the event of a local or national outbreak and ensuring that they and all attendees observe current government guidelines and any relevant governing body's guidelines regarding, for example, ventilation, masks, sanitising, distancing, and not attending if they are feeling unwell or suspect they may have contracted a disease. The hirer agrees that the charity has no liability for any infectious disease claim arising from their event. The hirer accepts full responsibility for the preparation of any Risk Assessment and related Action Plans.
- 7) The Hirer, acting on behalf of the licensee, shall:-
- a) not sub-let the hall or any part thereof;
 - b) not allow the total occupancy of the Hall to exceed 150 persons
 - c) not permit any entertainment inside or outside of the building involving special risk or danger, the use of explosives or highly inflammable substances, including **FIREWORKS**, lanterns, etc. without the prior approval of the Committee in writing;
 - d) not display any flag, emblem or other decoration that may be considered unseemly or expose the premises to undue risk of fire or likely to lead to a breach or disturbance of the peace. If in doubt, the hirer must obtain the prior written consent of the Committee;
 - e) not permit any paper or other inflammable material to be attached to any fitting or lighting, heating or lamps;
 - f) not permit any bolts, nails, tacks, screws or the like to be driven into any part of the Hall, nor allow any place cards or other article to be fixed thereto;
 - g) not permit any additional lighting or extension to be connected to any existing electrical fitting without the prior consent of the Committee;
 - h) see that all Fire Exit doors are kept clear and unlocked for exit during the whole time that the public are on the premises.
 - i) see that all Fire Appliances are kept in their proper places and used for no other purpose;
 - j) see that no animals, (except assistance dogs), cycles or the like are brought into the premises;
 - k) see that litter is not left in or about the premises, and ensuring that the premises are left in a clean and tidy state;
 - l) promptly and upon demand pay and discharge any costs arising from damage to the premises or equipment therein or any breakages, or any extra costs resulting from the failure to leave the Premises as tidy and clean as it was at the beginning of the hire period;
 - m) be responsible for the maintenance of good order and decent behaviour and for the proper and orderly use of the Premises, for the observance of any licensing regulation or other legal requirements governing such use, and shall see that nothing is done that will endanger the policies of insurance relating to the premises or its contents;
 - n) ensure that noise shall not emanate from the premises, including the grounds, such as to cause persons in the neighbourhood to be disturbed;
 - o) ensure that persons on or leaving the Premises conduct themselves in an orderly manner and do not in any way cause annoyance to residents and persons passing by;
 - p) take all reasonable steps to ensure that persons using the car park and adjacent highways conduct themselves in an orderly manner and do not in any way cause annoyance to residents or persons passing by;
 - q) ensure that "NO SMOKING" notices are observed at all times and to note and observe that smoking is forbidden in any part of the building;
 - r) note and observe that no intoxicating liquors are permitted to be brought on any part of the premises without the express permission of the Committee

- s) ensure that nothing shall be done on or in the premises in contravention of the law relating to betting, gaming and lotteries, and the hirer shall be responsible for seeing that the requirements of the Lotteries and Amusements Act 1976 are strictly observed
- t) ensure that the Committee shall be indemnified against any infringement of copyright which may occur during the hiring under the performance of copyright music and that a list of titles etc. of copyright music shall be completed and returned to the Booking Secretary upon request. Hirers using recordings must check and if necessary, apply for their own licence with the Phonographic Performance Ltd. and Performing Rights Society
- u) immediately advise the Booking Secretary details of any accident, causing injury to any persons or property during the hiring (such details must be reported to the Licensing Authority within 48 hours) and note the detail in the Accident Book. The First Aid Box and Accident Book are normally in the kitchen. A public defibrillator is outside the entrance. Hirers should note that Bar Volunteers are NOT trained First Aiders. Hirers are responsible for any First Aid requirements and should consider this in their arrangements.
- v) ensure that the Committee is indemnified against any claim arising out of the hiring or which may be made by any person resorting to the premises during the hiring in respect of any loss, damage or injury whatsoever or howsoever caused.

AGREEMENT

I have read and agree to the Terms and Conditions set out by the Committee.

I will indemnify the Committee against any loss arising from the failure of the hirer and/or guests to follow these Terms and Conditions.

I understand that it is in my best interests to arrange insurance appropriate to the event.

Payment of a deposit and/or hire fee and/or the holding of the event is evidence of the acceptance of these Terms and Conditions. You may be asked to additionally produce a signed statement, which you can do by completing this form:

Signed

Name: _____

Date: _____

Date of Event: _____

For Office Use Only

Received by: _____

Date: _____