

TERMS AND CONDITIONS OF HIRE

USE OF THE CIO FACILITIES

1. The Wadhurst Institute, Hall and Field Charitable Incorporated Organisation (WIHF CIO) exists to provide and run the village hall and recreation field for the benefit of the inhabitants of the Parish of Wadhurst, or for the public at large, for social welfare and improvement of life.
2. Against this background, these 'Terms and Conditions of Hire' (T&Cs) relate specifically to the use of the Main Hall, Orchard Room and Committee Room in the Wadhurst Commemoration Hall; applying to all users of said facilities and forming the basis of the contract between the Hirer and the Hall's Management Committee, unless otherwise agreed in writing. Moreover, the premises shall be used only for the purposes specified when booking the Hall. The Hirer shall not sub-let the facilities or use or permit them to be used for any unlawful purpose or in any unlawful way or in any other way which might endanger the premises, prejudice the CIO's insurance cover or jeopardise the Charity's wider reputation.
3. Supervision. The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, 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 premises whatever their capacity; in particular the Hirer shall ensure that there are sufficient responsible adults/stewards (aged 18 or over) present for any event, in particular where those attending or taking part in the event are under the age of 18. The Hirer shall also ensure that the parking of vehicles by users of the Hall does not unnecessarily inconvenience any neighbouring properties and that any noise is kept to a minimum and does not unduly disturb said properties.
4. Age. The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge and present on the premises at all times when the Public are in attendance and for ensuring that all conditions, under this Agreement, relating to the management and supervision of the premises are met.
5. Insurance and Indemnity. The CIO shall not be responsible for any loss or damage to any property¹ and assets arising out of the hiring nor for any loss, damage or injury which may be incurred by, or be done or happen to, any person or persons resorting to the premises during the hiring, arising from any cause whatsoever. Neither shall the CIO be responsible for any loss due to any failure of supply of electricity, or leakage of water or gas, fire, or Act of God, which may cause the premises to be temporarily closed, or the hiring to be interrupted, terminated or cancelled. The Hirer shall indemnify the CIO against any claim which may arise out of the hiring, or which may be made by any person resorting to the premises during the hiring, in respect of any such loss, damage or injury. Hirers are responsible for ensuring that they have adequate contents and public liability insurance cover for their activity.
6. Equal Opportunities. In line with the Equality Act 2010, the CIO Trustees are committed to endeavouring to provide equal opportunity of access to, and use of, its facilities by all - regardless of their; gender, age, colour, race, nationality, racial or national origins, cultural heritage, disability, marital status, social background or sexual orientation.
7. Facilities for Persons with Disabilities. The CIO Trustees are committed to a programme of improvement to enable disabled visitors to maximise access to all parts of the Hall while minimising unnecessary restrictions, so that they can make the most of the Hall's facilities. To this end:
 - a. Car parking. A space is provided at the front entrance for setting down/picking up on level ground and, in addition, one of the 8 marked parking bays is a dedicated disabled parking space - available on a first come first served basis.

¹ To include stored property.

- b. Access to the Main Entrance. A firm ramp provides front door access to the Main Hall for wheel chair users.
- c. Toilet and Washing Facilities. A toilet suitable for disabled visitors is available in the Main Hall.
- d. Aids to Communication. The Premises is equipped with a Hearing Loop; instructions are in the entrance lobby - please switch off after use.
8. Wi-Fi. Is available to the Hirer - at the users' risk.
9. Limitations and Restrictions. Further to the above:
- a. Main Hall. French chalk, or any similar substance, must not be applied to the floor of the Hall. Drawing pins and adhesive substances (e.g.: sticky tape or 'Bluetack') must not be used on the walls. Nothing must be pinned to the blinds.
- b. Car Parking. There is limited parking in front of the Hall; with 8 marked bays (one reserved for disabled parking). These are available on a first come first served basis. Parking is restricted to the designated bays only, with the centre being kept clear at all times - for emergency access.
- c. Fly Posting (Unauthorised Advertising). The Hirer will not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Commemoration Hall, and shall indemnify the 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.

THE BOOKING PROCESS

10. The following facilities can be booked daily, between 0900 - 2300 hrs, using these T&Cs:

Facility	Current Hire Cost (£ per hour)	Capacity		Remarks
		Seating	Tables	
Main Hall	£17.00	160	25+	The venue, with its well-equipped kitchen, can used for everything from weddings, parties, quizzes and charity events, to craft fairs, concerts, funeral wakes, theatre productions, cinema, badminton, ballet, clubs, AGMs etc. The large stage is perfect for shows and concerts, with a lighting gantry and sound system (also available for hire - see booking form), but is equally excellent for parties, fairs and more.
Orchard Room	£13.00	30	10+	The Room is a wonderful space, and is ideal for everything from business, club and committee meetings, to parties, social events, quizzes, clubs, presentations, fitness groups etc. Set up a projector for a race night, meeting or club event, alternatively set out the room in boardroom, theatre or horseshoe style... or in any way you choose. It should be noted that access to the Orchard Room is to the side of the Main Hall, via five steps.
Committee Room	POA	14		The Room is the smallest of our rooms seating up to 14 people around a large boardroom table. The room is quiet and private, perfect for club committee meetings, or you could use it for knit and natter sessions or sewing bees, book clubs etc. - get away from it all and use our space to find yours. It should be noted that access is at the back of the building, behind the library, with one step.

11. Booking Procedure. All bookings must be made on the Hiring Application Form, having first checked availability, online and with the Hall Bookings Secretary by phone 07428 748625 or Email at contact@wadhurstcommemorationhall.org or online at www.wadhurstcommemorationhall.org/booking. Dances and/or discos are only permitted if held by invitation with tickets sold in advance. For all other events, the sale of admission tickets at the door (if planned) must be strictly controlled to ensure that total Hall capacity numbers (as identified in the Premises Licence - see paragraph 19b below) are not exceeded. Applications are NOT confirmed until a 'Confirmation of Hiring' Form has been issued.

12. Charges. The Hirer will be charged, in advance, in accordance with the current 'Hire Charges' identified in the Table at paragraph 10 above. The cost will include the time used for the preparation and/or clearing of the premises:

- a. All bookings of the Hall may be subject to the payment of a deposit.
- b. The deposit will be repaid to the Hirer within 28 days of the end of the hiring less the cost of rectifying any damage caused to the premises and/or the contents thereof during, or as a result of, the hiring.
- c. Notwithstanding any deposit paid, the Hirer shall indemnify the Management for the cost of repair of any damage done to any part of the property, including the curtilage thereof, or the contents of the buildings during, or as a result of, the hiring.
- d. A booking cancelled less than 28 days from the date of hire may incur a fee of half the hiring cost. A booking cancelled within 7 days of the date of hire will incur the full hiring cost other than in extenuating circumstances, agreed to by the trustees. This said, in the event of an adverse weather cancellation, on the day, the booking fee will be reimbursed - at the Trustees discretion.

13. Hiring Conditions. In addition to the conditions articulated at paragraph 2 above, at the request of the Bookings Secretary, the Hirer will be required to provide evidence that they have adequate contents and public liability insurance cover for their activity and that they understand the CIO Health & Safety and Disabled Instructions contained in the T&Cs and have carried out an appropriate risk assessment for their activity. Moreover, the Hall Management Committee reserves the right to enter the facilities being hired at any time during an event if it has reason to believe there may be a problem, and to impose further conditions on the spot or curtail the event as it considers necessary for the welfare of guests or the safety of the building or the impropriety of use.

14. Actions on End of Hire. The Hirer must:

- a. Leave the premises and surrounds in a clean and tidy condition; replace any chairs, tables or other items to their usual position (stacking chairs no more than 8 high); ensure that all lights, heating and kitchen equipment is turned off, otherwise the Management Committee may make an additional charge;
- b. Immediately notify the Bookings Secretary of any damage or deficiencies on contact@wadhurstcommemorationhall.org.
- c. Remove all items brought onto the premises and take away and correctly dispose of all rubbish generated during the use of the CIO facilities. Rubbish must NOT be left in or outside of the premises, nor in the Hall's trade bin.

SAFETY FIRST

15. Safeguarding. In line with current UK legislation relating to the 'Safeguarding of Children and Vulnerable Adults':

- a. The Hirer shall ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation.

b. When requested, the Hirer must provide the CIO with a copy of their Safeguarding Policy and evidence that they have carried out relevant checks through the Disclosure and Barring Service (DBS).

c. All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur.

d. Any suspicions or concerns should be reported at the earliest opportunity to the CIO's Appointed Safeguarding Lead (ASL); name and contact details are available on request from the Bookings Secretary.

16. Health and Safety Issues. The Hirer shall be responsible for ensuring that the premises are safe for the purposes for which they are to be used and shall adopt a common sense and responsible attitude to health and safety when using the premises. In particular:

a. Public Safety Compliance. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the CIOs Fire Risk Assessment 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 shall also comply with the CIOs health, safety and fire precaution requirements.

b. Fire Precautions. The Hirer shall ensure that its designated responsible adults/stewards are familiar with the location and operation of the fire extinguishers and for ensuring the orderly evacuation of the Hall in the event of fire or other emergency. The Hirer shall also ensure that, during the period of hire, all fire exits are kept unlocked, the exit signs are not obstructed, the smoke alarm is not switched off or tampered with, all escape routes are kept clear and can be safely used and there are no obvious fire hazards. Moreover, in accordance with the Premises Licence, a fire drill should be carried out by the Hirer and their designated responsible adults/stewards and the fire alarm should be tested before each theatrical performance or public entertainment takes place (a fire drill and fire alarm test are not required on more than one occasion each calendar month). Additionally, before each performance, the Hirer shall make a formal announcement identifying the location of all fire/emergency exits.

c. Incidents, Accidents and Injuries. The Hirer shall report any accident involving injury to anyone using CIO facilities to the Hall's Bookings Secretary as soon as possible and shall complete a copy of the Hall's Accident Form, which is located with the First Aid kit in the kitchen. Any failure of equipment, either that belonging to the Hall or brought in by the Hirer, must also be reported as soon as possible. Additionally, in line with UK Government requirements on 'Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)', certain types of incidents, accidents or injuries must be both reviewed using a CIO 'Incident Review Form' and, in certain cases, be reported to the Government's Health and Safety Executive's Incident Contact Centre. The Bookings Secretary will give guidance and assistance on this, if required. In the event of an emergency, please call the relevant emergency services as well as informing the Bookings Secretary on 07428 748625. For purposes of the emergency services, Commemoration Hall location details can be found on the Notice Board in the entrance to the Main Hall (Address: Wadhurst Institute, Hall & Field CIO, The Institute, High Street, Wadhurst, East Sussex, TN5 6AP - GPS Coordinates: 51.061947, 0.339534 (WGS84 Standard) - [What3Words Locator](#): [///note.yacht.erupt](#)).

d. Explosives and Flammable Substances. The Hirer shall ensure that:

(1) Highly flammable substances including fireworks are not brought into or used in any part of the premises;

(2) No internal decorations of a combustible nature (e.g.: polystyrene, cotton wool) shall be erected without the consent of the Management Committee. No decorations are to be put up near light fittings or heaters;

(3) No naked lights, including candles, oil lamps, floating lanterns and the like are permitted.

e. Electrical Appliance Safety: Any electric equipment to be used on the premises, which is connected to the mains supply, must be notified to the Bookings Secretary and must show a valid PAT Certificate.

f. Smoking Policy: Smoking (including the use of Vapes) is not permitted in or around any buildings.

17. Health and Hygiene Issues. The Hirer shall be responsible for ensuring that the premises are safe for the purposes for which they are to be used and shall adopt a common sense and responsible attitude to health and hygiene when using the premises. In particular:

a. Food Safety and Preparation. The Hirer shall ensure that:

(1) Under the Food Safety Act 1990, it is the responsibility of persons providing food for any event held in the CIO premises to ensure that they are aware of and abide by the legal requirements. The Management Committee is not responsible for any food brought onto the premises.

(2) Hirers must provide their own crockery and cutlery. Items available in the kitchen must be returned complete and clean to their original positions at hire end. Cleaning materials are not provided and all rubbish must be taken away from the site and correctly disposed of. Any breakages must be reported to the Bookings Secretary and will be charged for.

b. CIO Animal Policy. The Hirer shall ensure that no animals (including birds) EXCEPT guide dogs are brought onto the premises, other than for a special event agreed to in advance by the WIHF CIO. No animals whatsoever are to enter the kitchen at any time.

LICENSING

18. Premises Licence. In accordance with the Licensing Act 2003, the Commemoration Hall is Licensed by Wealden Council for the purposes of; Alcohol Sale or Supply, Dance, Live Music, Recorded Music and Play during the following Opening Hours; Monday to Saturday from 1000 hrs to 0000 hrs.

19. Mandatory Conditions. In accordance with CIO Policy, the Hall's Premises Licence and the Licensing Act 2003, the following mandatory conditions are to be adhered to:

a. Events Involving Alcohol Supply. Alcohol may only be supplied when the Hirer's designated premises supervisor is in attendance. No persons under 18 years of age may be supplied with, or permitted to consume or allowed to sell intoxicating liquor on the premises. If the Hirer wishes to hold an ad-hoc event involving the sale or supply of alcohol and/or the provision of entertainment not only, must they advise this when booking but they must also apply for a Temporary Event Notice (TENs) Licence from Wealden District Council (see <https://www.wealden.gov.uk/licences-and-registers/licensing/alcohol-and-entertainment-licensing/>). The Bookings Secretary will require to see the Licence before the event takes place.

b. Capacity Limits. The following capacity limits are not exceeded:

(1) Main Hall. 200 Persons.

(2) Orchard Room. 30 Persons.

(3) Committee Room. 14 Persons.

- c. Fire Precautions. The Hirer adheres to all the precautions articulated at paragraph 16b, above.
- d. Notification Requirements. When a TENs Licence is not being used, the Hirer shall give at least 21 days' notice to the Licensing Authority, the Chief Fire Officer and to the Chief Officer of Police, prior to:
- (1) The presentation of any stage performance, or
 - (2) Any entertainment involving special risks or danger to the public, or
 - (3) Any special entertainment for children wholly or mainly under the age of 16 years.
- e. Drunk and Disorderly Behaviour and Supply of Illegal Drugs. The Hirer must ensure that in order to avoid disturbing neighbours of the Hall and avoid violent or criminal behaviour:
- (1) No one attending the event consumes excessive amounts of alcohol, and;
 - (2) No illegal drugs are brought onto the premises.

Moreover, drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. With this in mind, the Hirer must ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003. In addition, in such circumstances (in line with paragraph 13 above) the Hall Management Committee reserves the right to curtail the event on the spot, if it considers this to be necessary.

20. Control of the Premises. Where the premises are hired out for any performance or public entertainment the Hirer will:

- a. By making a booking, accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions of the entertainment licence relating to management and supervision are met;
- b. Carry out a risk assessment and safety check to ensure that all Health and Safety issues, identified at paragraph 16 above, are addressed;
- c. Designate responsible adults/stewards for the duration of the event, instructing them on their responsibilities in the event of fire or other emergency.
- d. Responsible adults/stewards shall be provided, in attendance on the premises, on the following basis:
 - (1) Adult Audiences. One steward for every 100 persons or part thereof;
 - (2) Audiences Comprising Principally Children Under the Age of 16 Years. At least two stewards per 100 children or part thereof or at least one steward per exit whichever is the greater.
- e. The responsible adults/stewards shall be persons not less than 18 years of age and be readily identifiable at all times by means of conspicuous clothing (high visibility fire marshal vests are available from the Bookings Secretary, on request). At least three properly maintained electric handlamps will be kept readily available for use by the responsible adults/stewards where public areas may be darkened when the public are present and whenever practicable shall be carried by the responsible adults/stewards on duty.
- f. The main duties of the responsible adults/stewards shall be to ensure that safe conditions are maintained on the premises and that the licence conditions are complied with.

21. Entertainment. In accordance with extant legislation:
- a. Music. The Commemoration Hall holds a Performing Society Right Licence which permits the use of copyright music in any form, e.g.: record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity on the Premises, the Hirer should ensure that they hold/obtain them.
 - b. Films. The Hirer must ensure that children shall be prevented from viewing age-restricted films (classified according to the recommendations of the British Board of Film Classification) and that they have the appropriate copyright licences for film.

OTHER POLICY ISSUES

22. Betting, Gaming 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 (the Betting, Gaming and Lotteries Act 1963).
23. Sale of Goods. If the event involves the sale of merchandise, the Hirer needs to comply with the provisions of the Fair-Trading Act 1973. Prices for goods need to be prominently displayed together with the organiser's name and address. Any discount offers should be based on the manufacturer's recommended retail price.
24. Complaints Procedure. The Hirer shall notify the Bookings Secretary of any complaint relating to their hire of CIO facilities in writing within no more than **14 days** of the hire date. The Bookings Secretary will investigate the complaint with, if considered necessary, the CIO Trustees and a response will be given to the Hirer within **14 days** of receipt of the complaint; based on the outcome of said investigation.
25. Unfit for Use. In the event of the CIO facilities or any part of them being rendered unfit for the use for which it has been hired (howsoever caused), the Management Committee will not be liable to the Hirer for any resulting loss or damage whatsoever. Under such circumstances, if the Management Committee have to cancel the booking, the hire fee will be returned to the Hirer.
26. No Rights Statement. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer. None of the provisions of the Hiring Agreement are intended or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to the Agreement.
27. Privacy Policy (to include compliance with GDPR). In order to comply with the Data Protection Act 2018 implementation of UK General Data Protection Regulation (GDPR), the CIO's Trustees require the consent of any potential or actual hirers of the Charities facilities who give personal information in their booking form. Only relevant information is requested in order to facilitate the hire of CIO facilities or equipment, or the participation in CIO events. Personal information data will never be shared with a third party. When the Hirer completes a booking form, they are consenting to the CIO holding and using their data in this way. You may request its amendment or deletion at any time.
28. Statement on Amendment to these Terms and Conditions. The CIO Management Committee reserves the right to amend or replace these Terms and Conditions at any time between periods of hire.