

Broad Oak Village Hall

Burwash Road, Broad Oak, Heathfield TN21 8SS (Registered Charity No: 305185)

STANDARD CONDITIONS OF HIRE

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1. The Hall is licensed:-
 - a) by the Licensing Authority (Wealden District Council) for music, singing, dancing or public entertainment of a like kind for 10am to 2am daily, except on Sundays, Good Friday and Christmas Day.
 - b) for a total of 200 persons dancing or closely seated.
 - c) with the Performing Right Society under the National Licence for the performance of copyright music.
2. No persons under 21 years old are permitted to hire the Hall.
3. 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 Licensee (if not a member of the committee).
 - c) any duly authorised officer of the licensing Authority, Wealden District Council.
 - d) Officers of the Police and Fire Authority.
4. Charges for hiring the hall shall be in accordance with the list of current hire charges as set by the Committee. At the time of booking 50% of the hiring charge becomes due (the booking fee) and the balance 1 month in advance of the hiring date, with the exception of contract hirers who shall be required to pay quarterly against accounts rendered.
5. Notice of cancellation of hiring shall be given in writing to the Booking Secretary at least 1 month in advance of the hiring date, in the absence of such notice the hirer will lose the booking fee.
6. 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 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.

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 capacity of the Hall to exceed the number agreed with the Booking Secretary;
- (c) not permit any entertainment involving special risk or danger the use of explosives or highly inflammable substances, without the prior approval of the Committee in writing;
- (d) not display any flag, emblem or other decoration if in the opinion of the Committee it shall be unseemly or expose the Hall to undue risk of fire or likely to lead to a breach or disturbance of the peace;
- (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 exit doors are kept unlocked for exit during the whole time that the public are on the premises, that all gangways, corridors, staircases and internal passageways for exit are kept free from obstruction;
- (i) see that all Fire Appliances are kept in their proper places and used for no other purpose;
- (j) see that no animals, cycles or the like are brought into the hall without the prior consent of the committee;
- (k) see that no stiletto heeled shoes are used on the dance floor, not allow water, crystals, powder or the like to be use thereon;
- (l) see that litter is not left in or about the Hall premises, and ensuring that the Hall is left in a clean and tidy state;
- (m) 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 Hall as tidy and clean as it was at the beginning of the hire period;
- (n) be responsible for the maintenance of good order and decent behaviour and for the proper and orderly use of the Hall, 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 hall or its contents;
- (o) ensure that noise shall not emanate from the hall, such as to cause persons in the neighbourhood to be disturbed;
- (p) ensure that persons on or leaving the Hall conduct themselves in an orderly manner and do not in any way cause annoyance to residents and persons passing by;
- (q) see that vehicles using the car park do not cause obstruction at the entrance to or exit from the hall, and to allow adequate right of way for emergency vehicles attending the hall;
- (r) 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;
- (s) ensure that "NO SMOKING" notices are observed at all times and to note and observe that smoking is forbidden in any part of the Hall;
- (t) note and observe that no intoxicating liquors are permitted to be brought, bought, sold or consumed on any part of the premises without the express permission of the Committee in writing, and whose consent must be obtained prior to the hirer seeking a Temporary Event Notice for the sale of alcoholic liquors;
- (u) 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;
- (v) 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. Hirers using records or tapes must apply for their own licence with the Phonographic Performance Ltd. And Performing Rights Society;
- (w) immediately advise the Booking Secretary, or the Committee, 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);
- (x) 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 hall during the hiring in respect of any loss, damage or injury whatsoever or howsoever caused;

(y) ensure that no-one watches or records live TV on any channel or downloads or watches BBC programmes on iPlayer on the premises.

8. Public Entertainment, Stage Performances, Parties and Discos.

(a) twenty eight days notice must be given to the Booking Secretary in that notice required under the Local Government (Miscellaneous provisions) Act 1982 is complied with for:-

- I. any stage performance;
- II. any entertainment involving special risks or danger to the public;
- III. Any special entertainment for children wholly or mainly under the age of 16 years;

(b) The hirer, acting on behalf of the licensee, shall observe the terms, conditions and restrictions of the Public Entertainments Licence, and shall:-

I. be in charge of, and present at all times when the public are on the premises, and shall not be engaged in any duty or activity which prevents him or her from exercising general overall supervision;

II. be responsible for ensuring that stewards are provided on the premises on the following basis:

- 1 steward for every 100 persons or part thereof at functions attended by adult audiences;
- where the audience comprises children under the age of 16 years at least 2 stewards are to be available for every 100 children or part thereof, or at least 1 steward per exit, whichever is the greater;
- all stewards shall be over 21 years of age and shall be readily identifiable to members of the public at all times.

III. Ensure that no performance shall be of an objectionable nature (other than provided by section 5 of the Hypnotism Act 1952) and exhibition, demonstration or performance of hypnotism, mesmerism or any similar act or process which produces or is intended to produce in any person any form of induced sleep or trance which the susceptibility of the mind of that person to suggestion or direction is increased or intended to be increased.

IV. instruct stewards in the safety precautions to be used on the premises so far as those precautions relate to his or her duties and in the action to be taken by him or her in the event of fire or other emergency. The hirer and stewards must familiarise themselves with the location of the nearest telephone, fire appliances, general and safety lighting switches.

V. forward the names and addresses of 6 persons acting as stewards to the Booking Secretary before the event of any disco held for a private function, not open to the general public, where tickets must be sold prior to the event and not sold at the door. The hiring of the hall for any discos to be attended by persons aged over 18 years, other than the above, is strictly forbidden.