



**Slaugham Parish Council
Handcross Sports Pavilion,
Pease Pottage Community Centre**

Conditions of Hire

PLEASE ENSURE THAT YOU READ THIS DOCUMENT CAREFULLY BEFORE MAKING A BOOKING

Slaugham Parish Council Facilities

- Sports Pavilion, High Street, Handcross, West Sussex (the Venue)
- MacNaughton Hall, Old Brighton Road South, Pease Pottage West Sussex (the Venue)

The Venue is owned by Slaugham Parish Council (the Council) and operated through the Recreation Management Committee (The Management Committee). References in these Conditions of Hire to the Council include references to The Management Committee.

DEFINITIONS:

In these conditions of hire:

“The Hirer” means the person signing the agreement. Where an organisation is named in the agreement for hire that organisation shall also be considered the Hirer and shall be jointly liable with the person who signed the agreement for hire.

“The Venue” means the building or part of the building booked and referred to in the agreement for hire.

“The period of hire” means the date(s) and time(s) for hire referred to in the booking form, agreement for hire and other correspondence.

“The Council” means the Council or the Management Committee, as Recreation Committee or a subsequent committee of the Council tasked with management of the Venue

“The hiring and this agreement are personal to the Hirer; it does not constitute a lease or tenancy or grant any interest in land”

GENERAL CONDITIONS:

1. These conditions of hire supersede any previous conditions and apply to all hiring/s of a one-off or regular nature occurring after 23rd August 2019, but this clause shall not relieve the Hirer from any liability arising under any previous conditions of hire and shall not prevent the Council from taking any action under these conditions including termination arising from breaches occurring before the date the new conditions came into force.
2. The Hirer shall not use the Venue, or permit the Venue to be used for any other purpose other than for the purpose or purposes specified in the agreement for hire. The Hirer will be responsible for the conduct and behaviour of all people attending their event.
3. The Hirer shall take good care of, and shall not cause any damage or permit any damage to be done to the Venue, or any part of the Venue or the fixtures, fittings and equipment on the Venue or to any part of the building of which the Venue form part or any other building or structure within the curtilage of the building, and any damage caused or permitted by the Hirer, his/her servants, agents, contractors or any other person resorting to the Venue by reason of his/her hire of them shall be made good by the Council at the cost to the Hirer and the Hirer shall inform the Committee of any such damage as soon as practical and the Hirer shall confirm it in writing within 24 hours of its discovery. The cost of such damage shall be certified by the Council **whose decision shall be final**.
4. The Hirer shall be liable for and shall indemnify THE COUNCIL against all actions, proceedings, claims, damages, charges, costs, expenses whatsoever brought or made against the Council in respect of any damage, theft or loss of property, goods, articles or things placed, deposited, brought into or left upon the Venue or other part of the building of which the Venue forms a part either by the Hirer for his use or by any other person using the Venue by reason of his/her hire unless due to the negligence of the Council, their servants or agents.
5. The Council shall not be liable for any loss due to any industrial action, breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restrictions or any other circumstances beyond its reasonable control, which may cause the Venue or any part thereof to be temporarily closed or the hiring to be interrupted or cancelled, nor for any failure of the Hirer to gain access to the Venue unless due to negligence of the Council, their servants or agents.
6. The Council, its officers, agents and volunteers shall not be liable to the Hirer or to any person using or entering the Venue for personal injury or for damage to, loss or theft of any property brought into the Venue, The Hirer shall be liable for, and shall indemnify the Council against all actions, proceedings, claims, damages, charges, costs expenses whatsoever brought or made against the Council in respect of any personal injury to or the death of any person arising out of or in the course of the hire of the Venue by the Hirer, unless due to negligence of the Council, their servants or agents.
7. The Council or authorised staff of the Management Committee can refuse the right of entry at any time during the hire period.
8. The Hirer, employees, agents and contractors shall, during the period of hire and during such other times as they, or any of them shall be in the Venue for the purpose of the hiring comply with all requirements of the Council.
9. The Hirer shall, during the period of hire be responsible for:
 - 9.1. the efficient supervision of the Venue, including the orderly and safe admission and departure of persons to and from the Venue and assisting in the orderly and safe clearance of the Venue in

case of emergency. In particular the Hirer is responsible for the proper conduct of children and young people attending the Hirer's function and shall do his/her best to prevent any child or young person causing annoyance or inconvenience to other persons. In particular, the Hirer must keep noise made by children and young people to a reasonable level and must prevent the use of the areas outside of the agreed boundaries. Parties for children must be supervised by at least two responsible adults at all times, (subject to numbers). For safety reasons children must never be allowed in the Kitchen area.

9.2. The Hirer must ensure that there is a minimum of 2 competent attendants on duty at the Venue during the event, none of whom shall be less than 21 years of age.

9.3. keeping the Venue safe and ensuring good order and decency is maintained

9.4. keeping the conditions imposed from time to time by the Fire Officer and ensuring that all doors giving exit from the Venue shall be kept unlocked and unobstructed, and immediately available for exit during the whole time the Venue are in use and no obstruction shall be place or allowed to remain in any corridor giving access to the Venue.

10. Fire and Emergencies

10.1. The Hirer is responsible for calling the Fire Brigade to any outbreak of fire, however slight, and for reporting this immediately to the Emergency telephone number below.

10.2. The Hirer must ensure that all exits, emergency exits and fire appliances in the Venue are free from obstruction and available for use at all times during the period of use.

10.3. We recommend that the Hirer has a charged mobile telephone on their person and at the Venue at all times during the function.

11. If the Hirer fails, in the opinion of the Council, to comply with clause 9 he/she shall be permitted to suspend or terminate the function for which the immediate clearance of the Venue may be required. The Council will not be liable for any damages arising from the termination or suspension unless arising directly from the Council's negligence

12. The Venue may not be used for the sale of alcohol.

13. No animal, other than an assistance dog, may be brought on to the Venue or into the building without the prior consent of the Council.

14. The Hirer and visitors, agents, contractors and others allowed on the Venue by reason of its hire shall leave the Venue by the expiry of the hire period. If they have not, the Hirer will be required to pay the Council a surcharge amounting to the Council's normal hire charge for the Venue until the Venue have been cleared.

15. No alterations or additions to the Venue, the fixtures, fittings, scenery and/or equipment or the decorations at the Venue shall be carried out.

16. No nails, or fixing or any kind shall be driven or put into any wall, floor, partition, pillar, ceiling, fitting or furniture of any kind.

17. The use of any equipment provided by the Council is at the risk of the Hirer and the Council will accept no liability or responsibility for it unless any damage to it is due solely to the negligence of the Council or its employees.
18. The Hirer shall be wholly liable and responsible for any loss or damage to the Venue or any part of it or its fixtures or fittings or to any of the Council's equipment used by him/her or by persons permitted on the Venue by reason of his/her hire. All damage and breakages must be reported to the Venue Bookings Secretary as soon as reasonably practical.
19. No furniture or fittings or equipment shall be moved or removed from the Venue by the Hirer.
20. No bills, placards, posters or notices of any description shall be posted on or against any part of the exterior of the Venue or inside the Venue, without consent from the Council.
21. All advertisements and publicity for functions held in the Venue must clearly display the name of the person or organisation holding the function, with up to date contact information.
22. The Hirer shall not permit the use of any naked lights.
23. In common with all public buildings smoking is not permitted anywhere in the building.
24. The Hirer shall not bring or permit to be brought onto the Venue any weapons, explosives, inflammable material, fireworks or other pyrotechnics not use or permit the use of any naked lights in any part of the Venue
25. The Hirer shall not bring or permit to be brought onto the Venue any electrical appliance or additional lighting effect without the prior written consent of the up-to-date Council, who may as a condition of his/her consent require that before any such electrical appliance and/or additional lighting effect is used it shall be inspected and approved by a competent electrical engineer nominated by the Council.
26. The Hirer shall not be entitled to grant sound, television broadcasting or filming rights without the prior written consent of the Council.
27. The Council will provide for the normal heating and normal lighting of the Venue (but not further or otherwise), but shall not be responsible for any failure thereof or defect to the heating and/or lighting or loss or damage resulting therefrom unless due solely to their negligence or the negligence of their servants or agents.
28. All furniture, apparatus, appliances, equipment and other supplies brought or sent to the Venue by or on behalf of the Hirer shall be unloaded, placed in position and removed by the Hirer at such time or times as the Council may direct.
29. The Hirer shall not assign or sub-let any interest in the Venue or any part of it and shall not use the Venue for any other purpose than that set out in the agreement for hire. The benefit of a booking may not be assigned or transferred (in whole or in part) to any other person or party and the Venue or any part of it may not be used by any person other than the Hirer.
30. The Hirer agrees to pay all such rates, taxes, charges, assessments and other liabilities as may be imposed upon the Council or otherwise solely as a result of the Hirer's use or occupation of the Venue. If rates, taxes, charges, assessments or other liabilities which are imposed upon the Council or otherwise are higher than they would have been but for the Hirer's use or occupation of the Venue, then the Hirer shall pay all such additional sums.

31. The Hirer shall observe and comply with the terms, conditions, restrictions and requirements of any Act of Parliament, Statutory Instrument, Regulations or Licence under which the Venue or any part therefore may be used, and shall not do or permit to be done, or permitted in or about the Venue any act or thing whereby such Act of Parliament, Statutory Instrument, Regulations or Licence may be liable to be suspended or forfeited or the renewal or transfer thereof refused or endangered and shall indemnify the Council and any person in whose name any Licence may be held on their behalf against any loss of revenue, benefits, damages, costs and expenses that may be incurred by then or him/her owing to the breach, non-observance or non-performance of any such terms and conditions and restrictions and requirements aforesaid. In particular the Hirer must ensure:

- 31.1.** compliance with statutes governing the preparation, serving or selling of food;
- 31.2.** compliance with statutes governing the consumption of intoxicating alcohol;
- 31.3.** compliance with statutes governing persons working with or caring for children (including their engagement, supervision and training);
- 31.4.** the obtaining of and compliance with any requisite licence for music entertainment, dancing, concert or stage performances; and alcohol;
- 31.5.** compliance with the conditions of such requisite licences. AND the Hirer shall keep the Council fully indemnified against all losses and demands made against or suffered by or incurred by the Council arising out of all such matters. If the Council has given written permission, the Hirer may apply for an appropriate Temporary Event Licence to the appropriate Mid Sussex District Council Licensing Department for an additional use of for a period outside these hours. Hirers must provide a copy of any such Temporary Event Licence to the by the Council and or the Management Committee immediately and ensure that its requirements are fully complied with;
- 31.6.** compliance with the Equality Act 2010

32. Child Protection

- 32.1.** Hirers are required to comply with clause 31.3 above and the standards set out. <https://www.nspcc.org.uk/preventing-abuse/child-protection-system/>
- 32.2.** The Hirer is required to ensure that children are protected at all times, by taking all reasonable steps to prevent injury, loss or damage occurring and ensuring that all necessary Child Protection checks are undertaken. THE COUNCIL accepts no responsibility for the Hirer's failure to comply with these requirements.
- 32.3.** There are to be no ball games, bouncy castles, climbing frames or similar inside the building.
- 32.4.** There are to be no skateboards, rollerblades, roller skates, wheelie trainers, studded footwear, footballs, tennis, cricket balls or similar allowed inside the building at any time.
- 32.5.** There are to be no darts, archery, knife throwing or similar.

33. Protection of Vulnerable Adults

It is the responsibility of the Hirer to ensure the protection of any vulnerable adults using the Venue.

34. Cleaning and Clearing Up

- 34.1.** **There are no bins or collection services from the Venue – All rubbish** to include food waste and all recycling materials (glass, cardboard etc) must be removed from the hall and surrounding area and taken away by the Hirer.
- 34.2.** The hall is cleaned regularly to a very good standard. Hirers are responsible for tidying the hall and leaving it in a clean state at the end of a hire. Cleaning materials are provided, all

surfaces and floors must be cleared and cleaned after use in accordance with this agreement.

- 34.3. The Venue must be cleaned, all crockery washed up and put away and all tables and chairs and other furniture and equipment returned to where they are normally stored before the end of the period of use. If the Hirer fails to observe the conditions in clause 34 the Council may perform them on behalf of the Hirer and recover the cost from, or make an appropriate charge to, the Hirer, this includes any additional redecoration costs that maybe incurred. Please empty the dishwasher.
- 34.4. At the end of the hire, the Hirer must check that all lights are turned off and all windows and external doors are fully secured.
- 34.5. The Hirer is responsible for the return of the keys to the external lockable key safe, *if such arrangements have been made with the duty representative at the end of the hire*. Please ensure the safe is locked. Keys are not to be copied, or handed to another party without permission from THE COUNCIL. The Hirer will be charged for any lost keys.

35. Insurance

- 35.1. The Venue is fully covered for any claims due to negligence on the part of the Council. However, the Hirer can take out its own insurance for larger recreational type events, and or to cover any other claims which may arise in relation to its use of the Venue. Regular users must take out public liability insurance and provide a copy of the Council.

36. Nuisance

- 36.1. Litter shall not be left in or about the Venue.
- 36.2. Hirers and organisers of events in the Venue are responsible for ensuring that the noise level of their function(s) is such that it does not cause interference with other activities within the building or inconvenience for occupiers of nearby premises.
- 36.3. The building must be vacated by 23.00 hours.

37. Booking Arrangements

- 37.1. The Hirer must, if requested, pay a minimum deposit at the time of booking or at the time of receiving notification that the booking application has been accepted. Payment of an agreed deposit by regular Hirers may also apply. After the agreed booking, the deposit will be returned to the Hirer less the amount of any unpaid hire charges and any compensation for damage or breach of any of these conditions.
- 37.2. The hire charges should be paid by BACS to the Council not less than 2 weeks before the date of use or by monthly, quarterly or annual payments in advance as agreed with the Council. The Council will formalise the details of the hiring charges.
- 37.3. The Council has an absolute right to refuse a booking.
- 37.4. Please allow enough time in your booking to set up and clean down the hall in preparation for the next hire
- 37.5. All bookings must end by no later than 23.00 when the Venue must be vacated.
- 37.6. The Council does not warrant that the Venue is fit either legally or physically for the suggested use.
- 37.7. The Council does not accept bookings for parties for 12-40 years old
- 37.8. There will be no bookings for overnight functions.

- 37.9.** All functions will require a signed copy of the hiring agreement.
- 37.10.** Parties require £50 refundable deposit. Deposits must be paid via BACs Transfer at the time of booking and are refunded on post inspection.
- 37.11.** The minimum age for making a booking is 21 and dependant on the function being held.
- 37.12.** The Hirer may cancel the booking not less than 2weeks before the booking date. For regular Hirers, 3 months' notice is required by either party. A full refund of all advance deposits and hire charges will be made in the event of cancellation in accordance with this condition, this provision as to cancellation is without prejudice to the Council's right to cancel a hiring at any time.
- 37.13.** The Council may cancel the hiring at any time without stating a reason, and if so, the Council shall refund to the Hirer all monies paid by him/her to the Council, any monies payable for the period of the hire unpaid at the time of cancellation shall cease to be payable unless the cancellation is due to some act or default of the Hirer provided always that the Council shall not be liable to pay any compensation to the Hirer in respect of such cancellation.

38. COVID19 - Highly Infectious Disease

ALL parties acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with any official guidance from UK Government <https://www.gov.uk/coronavirus> . ALL parties agree to communicate without delay any issues they may have in performing their obligations under this agreement. The hirer acknowledges that COVID-19 may require them to take one or more of the following measures for the safety of the venue staff and the safety of delegates attending the event to which this booking relates:

- (i) impose maximum delegate numbers at the event if required;
- (ii) limit food or drink availability;
- (iii) impose specific requirements regarding personal protective equipment such as the wearing of masks;
- (iv) limit any planned entertainment for your event;
- (v) designate alternative entrance and exit routes.

Special Conditions of Hire during COVID-19 - Note: These conditions are supplemental to, not a replacement for, the hall's conditions of hire set out in this agreement.

Special Condition "SC": RECOMMENDED

SC1

You, the hirer, will be responsible for ensuring those attending your activity or event comply with the COVID-19 Secure Guidelines while entering and occupying the Hall.

SC2:

You are responsible for cleaning door handles, light switches, window catches, equipment, toilet handles and seats, wash basins, chairs and tables and all surfaces likely to be used during your period of hire. Cleaning equipment is provided.

SC3:

You will make sure that everyone likely to attend your activity or event understands that they **SHOULD NOT DO SO** if they or anyone in their household has had COVID-19 symptoms in the last 7 days, and that if they develop symptoms within 7 days of visiting the premises, they **should** alert others with whom they have been in contact.

SC4:

Keep the premises well ventilated throughout your hire, with windows and doors open as far as convenient. You will be responsible for ensuring they are all securely closed on leaving.

SC5:

You are expected to manage a record of **the name and contact telephone number** or email of all those who attend your event in line with government guidelines.

SC6:

You will be responsible for the disposal of all rubbish created during your hire, including tissues and cleaning cloths before you leave, including emptying any bin used.

SC7:

You will be responsible, if drinks or food are made, for ensuring that all crockery and cutlery is washed in hot soapy water, dried and stored away. You must bring your own clean tea towels, so as to reduce risk of contamination between hirers, and take them away. We will provide washing up liquid and washing up cloths.

SC8:

We will have the **right to close the Hall if there are safety concerns relating to COVID-19**, for example, if someone who has attended the Hall develops symptoms and thorough cleansing is required or if it is reported that the **Special Hiring Conditions above are not being complied with**, whether by you or by other hirers, or in the event that public buildings are asked or required to close again. If this is necessary, we will do our best to inform you promptly and you will not be charged for this hire.

SC9:

In the event of **someone becoming unwell with suspected Covid-19 symptoms while at the hall you should remove them to a safe area**. Please use disposal kitchen roll and a bowl of warm soapy water for handwashing. Ask others in your group to provide contact details if you do not have them and then leave the premises, observing the usual hand sanitising and social distancing precautions, and advise them to launder their clothes when they arrive home.

The Management Committee are following guidance issued by the Government: COVID-19: [Guidance for the safe use of multi-purpose community facilities](#)

It is expected that all parties will monitor government guidelines continuously through this period and maintain regular updates in accordance with the guidance.

39. Emergencies and Enquiries - Please contact the Council, or **Tel: 01403 733881**, or email the Council at clerk@slaughampc.co.uk in case of an emergency.

40. Additional terms and conditions are detailed
The purpose of this clause is to outline the specific terms of repairs and maintenance under the hiring agreement that is personal to the hirer as a regular user of the Pavilion. This document does not constitute a lease or tenancy or grant any interest in the land.

**Slaugham Parish Council Community Centre
Management Committee Hire Agreement**

Hiring Agreement made on ___/___/___ between

(1) SLAUGHAM PARISH COUNCIL acting through the Management Committee

_____ (2) named below and
_____ (3) named below. (PRINT)

The Council agrees to permit Hirer to use premises (4) Or (5) for purpose (6) and for the period (s) described below.

1. Date (1) Required : Day (s) _____ Date (s) _____

Time Required: From _____ to _____
(Hours) _____ (*please include set up and clean down)

Numbers Attending _____

2. Committee Representative _____

3. Hirer:

a) Name* _____

b) Organisation (if applicable): _____

c) Name of Authorised Representative: _____

d) Named supervisors (where applicable)

Note – Person signing must be 18 years of age or over.

*Address _____

Telephone No. (Home) _____ Work _____

Deposit see clause 37 of conditions of hire

PLEASE STATE WHICH VENUE

4. Handcross Sports Pavilion, High Street, Handcross

Hiring Fee*:£ _____ Deposit:£ _____ Balance:£ _____

*** Fees Per Hour –**

Main Hall - £20.00
Regular users - £17.50

5. MacNaughton Hall and Sports, Old Brighton Road South, Pease Pottage

Hiring Fee*:£ _____ Deposit:£ _____ Balance:£ _____

*** Fees Per Hour –**

Main Hall - £25.00
Regular users - £20.00
Board Room - £20.00

PLEASE Note – It is responsibility of Hirer to ensure areas used are properly cleaned after use and MUST be ready for use by the next Hirer. Should this be an evening function /party it must be ready by 10am next morning. Failure to do so will incur an extra fee and may result in disqualification from further use unless agreed specifically beforehand. If you require extra furniture, you must organise this yourself.

6. Purpose of Hiring

7. Use of premises must not contravene the clauses set out in the Conditions of Hire. **

Will your activity be party political in intention, use or presentation or likely to be perceived as discriminatory on grounds of religion, colour, race, gender or disability? Yes / No

8. Will your event require music? Yes / No

9. Will you be serving food? Yes / No

If yes you will have to read and agree to our policy on Food Hygiene which will be clearly visible within Kitchen. Please see hygiene legislation regulations. <https://www.food.gov.uk/>

10. Is alcohol to be provided at the event(s)? Yes / No

Will it be for sale? Yes* / No

***If yes you shall require a licence extension from a licensed premise. You must obtain the necessary license from Mid Sussex District Council. This will need to be presented to a committee representative 5 days before event, otherwise the committee reserve right of refusal to sell alcohol on premises on said date.**

It is hereby agreed that Standard Conditions of Hire attached hereto together with any special Conditions of Hire shall form part of terms of Hiring Agreement unless specifically excluded.

As Witness hands of parties hereto:

Signed by Committee Representative.

Signed by Hirer.

_____ Date: _____

I declare that information given in this statement is correct to best of my knowledge and

I acknowledge that any misstatement or misrepresentation will invalidate agreement.

I have read and understood the obligations under the *conditions of hire* for my booking