

# EAST PRESTON AND KINGSTON VILLAGE HALL (EPKVH)

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## Conditions of Hire

### **Age Qualification and Overall Responsibilities**

You are the person, necessarily over 25 years of age, who hereby accepts responsibility for being in charge of, and for being on the premises when you and the public are present, and for ensuring that all Standard Conditions under this Agreement are met, relating to Management and Supervision of the premises.

### **Supervision**

During the period of hire you are responsible for:

1. Supervision of the premises, the fabric of the building, and the contents thereof,
2. Care of the premises, and safety from damage, however slight or change of any sort,
3. The Behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements, in order to avoid obstruction of the public highway.

As directed by us the Committee you must make good or pay for all damage, including accidental damage to the premises or to the fixtures, fittings or contents, and for the loss of such contents.

### **Use of premises**

You must not use the premises, including the Car park, for any purpose other than that described in the Booking Agreement, and must not sub-hire, or allow the premises to be used for any unlawful purpose, or do anything which might endanger the premises, or render invalid any insurance policies covering the premises. Members of the EPKVH Management Committee reserve the right to access any part of the premises at any time during a hire period.

### **Public Safety Compliance**

1. You must comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licencing Authority, and our fire risk assessment and current Health and Safety Regulations.
2. Fire Doors must not be wedged open or supported open at any time, except when loading or unloading equipment in to the hall, without any members of the public present. They are kept open by magnetic door catches, which will release the doors if the fire alarm is activated.

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3. You must summon the WSCC Fire and Rescue Service by dialling 999, to any sounding of the fire alarm (even if thought to be a false alarm), or any outbreak of fire or smouldering however slight. All visitors must be evacuated to the Fire Assembly point in the Car Park. Details of the incident must be forwarded to the Emergency Contact listed on the notice board in the hall. You must not allow any person to re-enter any part of the building until it is declared safe to do so, by the Fire and Rescue authority.

### **Public Safety Compliance (*cont'd*)**

#### **You must be aware of Village Hall Foundation policies in the following matters:**

1. Action to be taken in the event of fire, and to have your own fire and safety procedures prepared and in place,
2. Location and correct use of fire equipment,
3. Escape routes, and the obligation to keep them free of obstruction at all times,
4. All corridors, and the Reception area, must not be obstructed at any time, to ensure safe passage in case of emergency.
5. Method of operation of door fastenings.
6. All Fire Doors must be closed if fire should break out, if it is safe to do so in the event of fire. Fire Doors should close automatically in the event of a Fire Alarm point being activated; if needed, there is a black manual release catch on each Fire Door closer.
7. Location of the First Aid box, and the reporting of any accidents in the book provided for that purpose, in the drawer in the Kitchen.

### **Security**

1. The hirer must ensure that all windows are closed, all lights are turned off, and the central heating thermostat set between 16°C and 18°C, before leaving the premises. Please ensure that both outer doors are shut tight, and properly secured (the lights in the Kitchen and the Toilets are switched on and off automatically).
2. Folding tables must be stored in the appropriate cupboard, in accordance with the diagram displayed on the doors, and safely secured with the straps provided.
3. Folding chairs must be replaced on the trolleys provided, and returned to the appropriate room on completion of the hire.
4. Toilets must be checked before leaving, and left in as clean a condition as you would expect to find them on arrival.
5. Any accidents or unusual events that occur during the hire must be immediately reported to the Bookings Secretary.

### **Insurance and Indemnity**

You are liable for:

1. The cost of repair of any damage done to any part of the building, including its curtilage and contents.
2. The cost of repair of any damage to our Wi-Fi system.

*(cont'd)*

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3. All claims and losses, damages and costs, made against or incurred by us in respect of damage or loss of property or injury to persons, arising as a result of your use of the premises and your use of the Wi-Fi service.
4. All claims, losses, damages and costs made against us or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises.

### **Insurance and Indemnity (*cont'd*)**

Please be aware that cricket is often played on the adjacent field, and we accept no liability for any damage caused to your property by this activity.

If you are hiring a bouncy castle, you are advised that this is at your own risk, and you must take out insurance to cover this risk. Evidence of your insurance must be produced before the hire commences.

You must ensure that nothing is done on or in the premises in contravention of laws relating to gaming, betting and lotteries.

### **Hire Charges and Payment**

An invoice will be sent to you approximately 6 to 8 weeks prior to your hire, which must be paid in full 4 weeks before your event. Security deposits are payable and will be returned after your event, provided the hirer has complied with this agreement. Where a booking is made less than 28 days before your event full payment must be made on submission of the booking form.

### **Entry Code**

Entry to the premises is by key pad, using a code obtained from the Bookings Secretary in the week before hire.

### **Cancellations**

If the hirer wishes to cancel a booking before the event, the committee will endeavour to find a replacement booking. If the halls should, for any reason, be unfit for use at any time, then any sum already paid will be refunded to the hirer in full, and there will be no further liability to the hirer.

Notice must be given in writing by the hirer to the Bookings Secretary at least 14 days in advance of the intention to cancel one or more bookings. In the event of the Bookings Secretary not being available, such notice must be given to at least one other member of the committee. If advance notice of cancellation of a booking by the hirer is not received 14 days before the date of the booking, the usual hire charge for that booking will be made, unless extenuating circumstances can be demonstrated.

The committee reserves the right to cancel any hire, giving 14 days' notice to the hirer, if the hall is required for use as a Polling Station, or in case of National or Local emergency, or if there has been any material misrepresentation by the hirer as to the purpose or nature of any hire.

### **Cleaning at End of Hire**

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The hirer must leave the hall clean and tidy at the end of the hire, and must remove rubbish and food, etc., to the bins in the car park. All tables must be cleaned after use, returned to storage in the cupboard provided, and secured with the retaining strap.

Brooms and mops are provided in the cupboard in the corridor.

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You will be charged for extra cleaning if it is necessary in the opinion of the committee, and the cost will be taken from your deposit. Cleaning can be booked as an extra service at the time of booking, at a cost of £80.00, but this will rise to £100.00, if not previously booked.

### **Maximum Numbers**

The Miller Barn is licenced for 200 people seated at a meeting, and 115 people at tables, and the Warren Room for 140 people seated and 70 people at tables. A total of 8 wheelchairs may be accommodated in the complex at any one time. Under no circumstances are these figures to be exceeded.

### **Music, Public Entertainment, and Alcohol Licences, and Extensions**

We hold licences to allow performance of music on the premises, by PPL and PRS registration certificates. However, we do not hold a licence to sell alcoholic beverages, and if this is required for a hire, you must be served in advance of the hire with a *Temporary Event Notice (TEN, or equivalent)* from Arun District Council.

The Village Hall licence requires that the Village Hall be vacated by 23:30. If you wish to extend this time you must get prior written permission from the Foundation Committee, and you must be served in advance of the hire with a *Temporary Event Notice (TEN, or equivalent)* from Arun District Council.

### **Noise**

Care must be taken to ensure that no undue noise is made at any time during the hire, including when entering or leaving the hall. You must ensure this, to avoid disturbing neighbours of the Village Hall.

### **Alcohol and Drugs**

You must ensure that;

1. No illegal drugs are brought on to the premises,
2. No one attending the event consumes excessive amounts of alcohol,
3. Drunken or disorderly behaviour is not permitted on the premises, and any person suspected of being drunk or under the influence of drugs must be asked to leave the premises.

### **Smoking**

Smoking is not permitted in any part of the premises, including the use of "e-cigarettes".

### **Animals**

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No animals are to be allowed on the premises, except working assistance dogs.

### **Food**

You must, if preparing, selling or serving food, comply with all current Food Health and Hygiene legislation and regulations.

### **Electrical Appliances**

You must ensure that any electrical appliance brought on to the premises and used there, is safe, in good working order, and used in a manner in accordance with current Electricity at Work Regulations.

### **Sale of Goods**

You must comply with Fair Trading Laws, and any Code of Practice relating to such sales.

### **Stored Equipment**

We accept no responsibility for any stored equipment or other property brought on to, or left on the premises, and all liability for loss or damage is hereby excluded.

All equipment must be removed at the termination of the period of hire, or further charges will be incurred.

### **Alterations to the Premises**

You must not make any alterations to the premises, nor install or attach (stick) anything to any wall in the complex, without our prior written approval. You must make good or reimburse us for any damage caused to the premises by any such action.

Furniture must not be moved outside the premises.

## **Appendix**

# **Privacy and Data Protection Policy**

*Issued in compliance with the General Data Protection Regulation (GDPR) (EU) 2016/679, implemented 25 May 2018.*

### ***What personal information will we hold?***

- Personal information about you that we will hold are the details that you will have provided on your booking form(s), *i.e.* your name, address, telephone number and e-mail address (if you have one).

### ***What is the lawful basis for the processing of your personal information?***

- We will process your personal information as necessary, to offer and conclude our services for hire of rooms and resources at EPKVH.

### ***How will your information be used?***

- We will use your personal information only for booking, and invoice and payment processing.

### ***The period for which we will keep your information.***

- We will keep your personal information for as long as it is necessary to manage and administer your bookings with us, and for 1 year after your last booking with us, in case of need to get in contact.

### ***Who will we share your information with?***

- We will never share your personal details with any other organisations or individuals, unless your prior permission has been given, or unless we are required to do so by law.

### ***How will we store and protect your personal information?***

- The hirer, booking, invoicing, treasury and administration information is held on separate and password-protected computers, dedicated to this purpose alone, and backed up automatically to an encrypted cloud service.

### ***Your choices and rights.***

- Individuals have the right to be informed about the collection and use of their personal data. This is a key transparency requirement under the GDPR.
- You may challenge the accuracy of the data that we hold about you, verbally or in writing, by contacting the EPKVH Foundation committee.
- You may choose to ask us to remove your personal information from our databases, once relevant invoices have been paid and received by us; be aware that this may be impractical in instances where regular bookings are ongoing.

### ***Who we are.***

- We are the East Preston and Kingston Village Hall Foundation; a registered charity (No. 293292), based at 52 Sea Road, East Preston, BN16 1LP. Website [www.epkvh.co.uk](http://www.epkvh.co.uk)
- For the purposes of the GDPR, the Foundation is the *Data Controller*, and there is a *Data Protection Contact* on the Foundation committee.