Ashurst Wood Village Centre
Terms and Conditions of Hire

The Agreement for the use of Ashurst Wood Village Centre is made between the Hirer and the Trustees of Ashurst Wood Village Centre. By proceeding with the booking, the Hirer is deemed to have accepted the following terms and conditions.

1. **The Hirer**
   The Hirer must be at least 22 years of age, must be present in the hall throughout the hire period, and is responsible for ensuring that the terms and conditions of hire are adhered to.

2. **Bookings and payment**
   - Bookings are made on the official application form
   - There is a minimum hire period of two hours
   - The hire period includes any time needed for setting up before the event and clearing away afterwards
   - Payment of hall hire charges for casual (one-off) events must be made in full before the event takes place, and the Trustees will cancel a booking if payment is not received
   - Payment for regular events by commercial hirers will be made on receipt of monthly invoices, which must be settled within 30 days
   - The Trustees reserve the right to refuse any application for hiring without giving a reason, or to attach additional conditions to a particular booking
   - Bookings will not be accepted for parties for anyone between 14 and 22 years old

3. **Deposit**
   - A refundable deposit is required for all casual bookings. This will be £50 for an event taking place before 6pm and £100 for bookings after 6pm or on Sundays
   - The Trustees reserve the right to charge additional deposits for particular events
   - Deposits will be returned within 14 days following the event, subject to any deductions
   - Deductions may be made from the deposit if:
     - Damage has been caused
     - Extra cleaning is required
     - Items left behind need to be disposed of
     - The event has run over the time booked
   - The deposit will be forfeited in full if the front door security key is not returned
   - In the event of any dispute about the deposit, the decision of the Trustees shall be final
   - The Trustees reserve the right to make further charges if the deposit is insufficient to cover all losses

4. **Cancellation**
   - If the Hirer cancels a booking before the date of the event and the Trustees do not receive a replacement booking, any refund given will be at the discretion of the Trustees
   - The Trustees may cancel a booking if the hall is required as a polling station for an election

- The Trustees reserve the right to cancel any booking for any reason considered necessary
- If the Trustees cancel a booking the Hirer will be entitled to a refund of any hire fees and deposit already paid, but the Trustees shall not be liable to the Hirer for any resulting direct or indirect loss or damages

5. Use of Premises

The Hirer shall not:

- Sub-hire, or use the hall for any purpose other than that described at the time of booking
- do anything or bring onto the premises anything which may endanger the premises or render invalid any insurance policies in respect thereof
- allow the hall to be used for unlawful purposes or allow drunken or disorderly behaviour
- allow the wearing of shoes with stiletto heels or any other type of shoes that may damage the hall floor
- Allow smoking or vaping in the hall (It is against the law to smoke in the hall)
- Allow any animals (including birds, insects and reptiles) other than assistance dogs in the hall. No permitted animals may enter the kitchen at any time
- Attach any items to the walls or any other surface in any way without the prior permission of the Trustees
- Exceed the permitted hall capacity of 150 at any time during the event
- Bring any heating appliances onto the premises without permission from the Trustees
- Allow cars to be parked on the grass or block entrances
- Allow excessive noise or disturbance to local residents
- Remain in the premises beyond the time period of hire. Evening events must finish by 10.30pm with the premises vacated by 11pm

6. Use of Bouncy Castles

- The Trustees' public liability insurance does not cover the use of bouncy castles or other inflatables in the Village Centre
- A Hirer who wishes to use a bouncy castle or other inflatable must notify the Trustees on the hire agreement form
- The Hirer is solely responsible for obtaining Public Liability Insurance to cover the use of a bouncy castle or other inflatable
- Details of insurance cover must be provided to the Trustees at least three weeks before the proposed event

7. Wi-Fi Services

- Free Wi-Fi is provided for users of the hall, however the Trustees cannot guarantee its suitability or availability
- The Trustees are not responsible for any problems incurred by individuals or their equipment while using the Wi-Fi
- The Hirer is responsible for ensuring that the Wi-Fi is not used for any unlawful purposes

8. Entertainment and Alcohol Licences

- The Hirer is responsible for obtaining any licences required for the event
- The Hirer must comply with any legislation relating to gaming, betting and lotteries
- The Village Centre holds a Premises Licence (Reference Number PNA0011). This allows dance and playing of live or recorded music in the hall, subject to the conditions of the Licence
- The Premises Licence does not cover the **sale of alcohol**. If the Hirer wishes to sell alcohol at an event (this includes events where the supply of alcohol is included in the price of admission or donations are requested or accepted for alcohol), a Temporary Event Notice (TEN) to sell alcohol must be served on the local licensing authority, Mid Sussex District Council. Permission must first be obtained from the Trustees as the number of TENs allowed for a premises is limited. The TEN must be shown to the Trustees at least 14 days before the event and displayed at the event
- The Village Centre holds a Community Building Music Licence from PRS PPL (reference 01653385). covering music played at private or charitable functions, but not business use
- Children should not be allowed to watch age-restricted films. The Hirer should ensure that the appropriate copyright licences are obtained for films
- The Village Centre does not have a television licence

9. Safeguarding of children and vulnerable adults

- A Hirer running activities for children or vulnerable adults must have relevant safeguarding policies and comply with relevant legislation
- DBS checks or equivalent must be carried out for anyone with access to children or vulnerable adults during an activity
- Private parties for young children must have an appropriate number of adults to supervise

10. Damage and Insurance

- The Hirer shall pay for any damage caused to any part of the premises, including contents and car park
- The Hirer must notify the Trustees about any damage caused during the hire period
- The Hirer shall indemnify the Trustees against any claims for damages in respect of injury to any person and/or damage to property arising out of the Hirer's use of the premises
- The Trustees are covered by Public Liability insurance for third party claims arising out of the negligence of the Trustees or anyone acting on their behalf
- The Trustees are not covered under their Public Liability insurance for use of bouncy castles or other inflatables – see Clause 6 above
- Commercial hirers or anyone holding an event to which members of the public are admitted must obtain relevant insurance, including public liability, and must produce details to the Trustees upon request
- The Trustees accept no responsibility for damage to or loss of personal property brought onto the premises (including car park). Vehicles are parked at owners' risk

11. Health and Safety

- The Hirer is responsible for the health and safety of all persons using the premises during the period of hire and must carry out a risk assessment and ensure that appropriate precautions are in place to prevent accidents, damage or injury
- If preparing, serving or selling food, the Hirer shall observe all relevant food health and hygiene legislation and regulations
- Explosive and flammable materials should not be brought onto any part of the premises
- Naked flames and smoke machines are not allowed, with the exception of candles on birthday cakes, provided that these are supervised by an adult and fully extinguished after use
- The Hirer shall ensure that they are aware of the location of fire extinguishing equipment
- All exits from the premises must be kept clear from obstruction at all times
- In the event of a fire, however small, the Fire Brigade must be called by dialling 999 or 112. The premises must be evacuated to the meeting point in the car park. Details of any incidents must be provided to the Trustees as soon as possible
- All electrical appliances brought onto the premises by the Hirer must be in safe working order and have undergone Portable Appliance Testing
- The Hirer should be aware of the location of the First Aid Box (in the kitchen) and the nearest Public Access Defibrillator (outside the Village shop)
- All accidents involving injury must be reported in the Accident Book and notified to the Trustees

12. End of hire

At the end of the hire period the Hirer must:

- Leave the hall in the same clean and tidy condition as at the beginning of the hire (including toilets)
- Clean tables and put tables and chairs away
- Put rubbish (including used nappies in bags) into the appropriate wheelie bins outside the kitchen back door
- Wash, dry and put away any cutlery or crockery etc. used
- Ensure all windows are closed, doors locked and lights switched off
- Remove all equipment and other items brought onto the premises (unless permission has been given by the Trustees to store the items on the premises)
- Return the front door key

13. **Amendment of Conditions**

The Trustees reserve the right to amend these conditions when they consider it appropriate