Ninfield Memorial Hall Terms and Conditions

March 2026

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1 Definitions

In this document, the 'Hall' or 'the premises" are the Ninfield Village Memorial Hall, its buildings, car park and grounds. The 'Trustees' are the Board or Trustees who, through their Management Committee, own and manage the Hall. The Hirer is the person, acting as an individual or behalf of an organisation, who makes and accepts responsibility for a booking at the Hall.

The Trustees reserve the right to amend these Terms and Conditions in writing at any time and without notice.

2 Facilities

2.1 Room Capacities

The Hirer must not exceed the maximum number of people permitted including organisers and performers. The capacity of each room is as follows:

1. Main Hall – seated theatre style: up to 200, Seated at tables: up to 120
2. Committee room – seated at tables: up to 16
3. First Floor Meeting room – seated at tables: up to 20

The hall can provide guidance on layouts for various types of events. Please contact ninfieldhallbookings@gmail.com for more information.

2.2 Kitchen

2.2.1 Kitchen equipment

Plates, mugs, cups, saucers, bowls, and cutlery are only for catering use and the serving of refreshments. They must be cleaned using the dishwasher provided (instructions are available on the top of the machine) and returned to the storage trays at the end of each hire. The Hirer is responsible for ensuring that all such items are thoroughly cleaned before being returned to storge. Note that the dishwasher will sterilise all items but does not always remove all dirt. Please note that cooking pans, dishes and utensils are not supplied. The Hall does not provide tea towels and Hirers must supply their own.

2.2.2 External Caterers

Hirers should ensure that outside caterers carry adequate public liability insurance. Hirers should check that outside caterers are registered with the Local Authority where the caterers are based. It is the Hirer's responsibility to ensure that caterers comply with all health and hygiene legislation and regulations.

2.2.3 Other Catering

Where food and drink are to be supplied to the public, the Hirer should hold a Basic Food Hygiene Certificate. A copy of this should be supplied to the Trustees on request.

2.3 Breakages

Please report any breakages to the Booking Clerk within 24 hours of the event.

2.4 Stored Equipment

The Hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and

other property (other than stored equipment) must be removed at the end of each hire or the Hall will charge fees each day, or part of a day at the hire fee per hiring, until the same is removed. The Management Committee reserve the right to dispose of any items referred to below by sale or otherwise on such terms and conditions as considered appropriate by the Management Committee, and charge the Hirer any costs incurred by the Hall in storing and selling or otherwise disposing of the same, in any of the following circumstances:

1. Failure either to pay any charges in respect of stored equipment due and payable or to remove the same within seven days after the agreed storage period has ended.
2. Failure to dispose of any property brought on to the premises for the purposes of the hiring.

2.5 Car Park

Unless otherwise requested, the car park gate should be closed and padlocked at the end the hire period. All vehicles must be removed after the event and in no circumstances left overnight in the car park. Hirers must note that the Hall and its Trustees accept no liability for damage to, or theft of or from, vehicles parked in the car park.

3 Responsibilities

3.1 Use of the Memorial Hall

The Hirer must not use the premises (including the car park) for any purpose other than that described in the Hire Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose, nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises, nor allow the consumption of alcohol without the written permission of the Management Committee (Alcohol Licence).

3.2 Supervision

The Hirer must be a person of over 18 years of age who ensures compliance with these Terms and Conditions and who is always present on the premises when the public are in attendance, and for ensuring that all conditions under this Agreement relating to management and supervision of the premises are met.

During the period of the hiring, the Hirer is responsible for:

1. Supervision of the premises, the fabric and the contents.
2. Supervision of children
3. Care of the premises, prevention of damage however slight or change of any sort.
4. The behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to avoid obstruction of the highway.

The Hirer will be responsible for drawing these Terms and Conditions to the attention of any other attendee at their event. The Hirer shall also be responsible for ensuring that the Hall is locked and secured at the end of the hire period.

3.3 Disclosure and Barring (DBS) Requirement

In pursuance of current legislation to protect vulnerable persons and children, it is the responsibility of the Hirer to ensure that the Hirer and any other adult on the premises who run a class or group involving children or vulnerable adults have DBS certification. The Hall and its Trustees will accept no liability in respect of failure to obtain DBS certification. It is the responsibility of the Hirer to ensure that appropriate safeguarding policies and procedures are

in place and enacted to ensure that children and vulnerable adults are safe whilst on the Hall premises.

4 Licences

4.1 Alcohol Licence

The Hall does not hold a licence to sell alcohol. If you intend to either sell alcohol during your event or the provision of alcohol is included in the ticketed price for the event, you must apply to Wealden District Council for a Temporary Event Notice (TEN). The TEN must terminate at 11 p.m.

4.2 Music Licence

The Hall maintains a licence with the Performing Right Society (PRS) for the performance of copyright music and the Phonographic Performance License (PPL). Hirers intending to use copyrighted media during their event should check with the Hall that its licence is suitable for their event.

5 Health and Safety

5.1 Fire Procedures

The Hirer must call the Fire Service to any outbreak of fire, however slight, and give details to the Booking Secretary. Prior to the booking, the Hirer will receive instruction in the following matters and the Hirer acknowledges this instruction by accepting these Terms and Conditions:

1. The action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the Hall.
2. The location and use of fire equipment (illustrated using a building diagram when keys are handed over).
3. Escape routes and the requirement to keep them clear.
4. Method of operation of escape door fastenings.
5. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
6. Location of the first aid box.

5.2 Fire checks

In advance of any activity, whether regulated entertainment or not, the Hirer must check the following items:

1. That all fire exits are unlocked and panic bolts are in good working order.
2. That all escape routes are free of obstruction and can be safely used for instant free public exit.
3. That any fire doors are not wedged open.
4. That exit signs are illuminated.
5. That there are no fire-hazards on the premises.

5.3 Electrical Appliances

The Hirer must ensure that any electrical appliances brought by the Hirer to the premises and used there are safe, in good working order, are PAT tested and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided, the Hirer must utilise it in the interests of public safety.

5.4 Accidents and First Aid

A first aid box is available in the kitchen and entrance hall. The Hirer is responsible for recording any accidents in the Accident Book which is kept in the Entrance Hall. Injuries should also be reported to the Booking Secretary.

5.5 Inflatables

Inflatables must not be brought into the hall without the prior approval of the Hall. A copy of the public liability insurance of the company supervising the inflatable will be required when booking the event. If you are supervising the inflatable yourself, you may be covered under your own contents policy but will need to contact your insurer to have this confirmed in writing and provide a copy of this confirmation when making the booking. Details will be held for 3 years.

Please see Insurances clause 7.2

5.6 Risk Assessment

It is recommended that hirers carry out a risk assessment in respect of their use of the Hall.

6 Hiring the Hall

6.1 Hours of Use

The Hall is available for hire between 8 am to midnight. Recorded and live music may be played between the hours of 10:00 a.m. and 11.45 p.m., Monday to Saturday, 10.00 a.m. to 10.00 p.m. Sunday. The Hall and car park must be cleared by midnight. Overnight usage of the Hall for the preservation of an event set up is permitted in exceptional cases and only with the prior written approval of the Management Committee.

6.2 Cancellation of Booking by the Hirer

Cancellations of bookings by the Hirer will be accepted subject to one month's notice and a full refund will be made but subject to an administration fee. Cancellations of less than seven days will result in the loss of the Hirer's full hire fee. Cancellations between seven (7) and thirty (30) days will result in the loss of the Hirer's deposit. In very exceptional circumstances, for example, bad weather conditions, the Trustees will decide whether a refund, full or partial, can be paid. Hirers are advised to insure against such risks if necessary. All cancellations or alterations to bookings must be notified to the Booking Secretary.

6.3 General Data Protection Regulations (GDPR)

Personal data supplied using the room hire booking form will be held and used in accordance with current data protection legislation for statistical analysis, management, planning and provision of services by the Hall and its partners.

6.4 Payment of Hire Charges

6.4.1 Regular Users

Regular users will be invoiced in arrears and should pay in full. Our preferred method of payment is bank transfer using the details provided under Bank Details.

6.4.2 Non -Regular Users

Deposit and hire fees should be paid by bank transfer or card or by cheque to Ninfield Memorial Hall using the details provided under Bank Details. The full hire charge must be paid

at least seven days before the event. The deposit will be refunded by BACS within 28 days after the event but is dependent on the hirer providing the hall with their bank details. Any deposits not claimed after 90 days from the date of hire will be forfeit. Full deposits will be refunded provided the Hall has been left in a clean and tidy condition, the Hirer has exited on time, no damage or loss has been caused to the premises and/or contents, and no complaints have been reported to the Management Committee regarding noise or other disturbance during the period of the hiring as a result of the hiring.

6.4.3 Bank Details

Account name: Ninfield Memorial Hall (business account)

Account number: 04175181

Sort Code: 090725

Please use the invoice number or date of the event as the payment reference.

6.5 Acceptance of Hall Bookings

The Management Committee reserves the right to decline a booking application or to cancel an accepted booking.

7 During the Hire period

7.1 Access

The Hall operates a key safe entry system. Hirers will receive the code to access the keys in the week prior to their event.

The Hirer is responsible for replacing the keys in the key safe after opening and again after locking up at the end of the booking. Hirers must note that they will be responsible for the cost of replacing keys which are not replaced in the key safe at the end of the hire period.

7.2 Insurance

During the period of the hire, the Hirer is responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify the Hall and its Trustees from and against any expense, liability, loss, claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire except where due to the negligence of the Venue or the Hall Trustees or their agents.

The Hall maintains its own insurance against claims against negligence of the Trustees but the Hirer should not rely on this insurance. Equipment and items belonging to the Hirer whilst on the premises of the Hall shall be at the Hirer's risk and the Management Committee will not be responsible for damages by any means, or theft of any items belonging to the Hirer.

Please note that the Hall insurance does not offer any cover in any respect to accidents related in any way to inflatables.

7.3 Alterations

The Hirer must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations, or other articles in any way to any part of the premises without the prior written approval of the Management Committee. The Hirer must seek approval from the Management Committee regarding any proposed alteration, fixture or fitting or attachment. Those which are approved may remain in the premises at the end of the hiring.

Such items will become the property of the Hall unless removed by the Hirer, in which case the Hirer must make good to the satisfaction of the Management Committee any damage caused to the premises by their removal.

7.4 Furniture

Hirers are required to leave rooms used in a clean and tidy state ready for the next user. Hirers will be charged for any abnormal cleaning costs incurred. You are responsible for ensuring that chairs are:

1. Re-stacked as per guidance (posters are around the Hall). You must ensure that the trolley is used for moving groups of chairs so that the floor surface is not damaged by dragging furniture across it.
2. Tables must be returned to storage in a clean state.

7.5 Heating

The heating in the Hall is pre-programmed for each booking and cannot be adjusted by the Hirer. Unauthorised heating appliances are prohibited on the premises when open to the public without the consent of the Management Committee. Portable liquefied propane gas (LPG) heating appliances must not be used under any circumstances.

7.6 Waste

The Hirer is responsible for removing recycling waste from the premises, please d not put this type of waste in the Hall's refuse bins. Bins left either in the hall or in the bins will result in the loss of the Hirer's deposit or even an additional fee.

7.7 Smoking

The Hirer must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. The Management Committee will ask any person who breaches this provision to leave the premises. Anyone wishing to smoke should do so outside and dispose of cigarette ends, matches, etc. in a tidy and responsible manner, so as not to cause a fire. Vaping is not allowed in the building.

The use of smoke machines is forbidden.

7.8 Main Hall Floor

Whilst the floor is a good quality floor, made of softwood, it is susceptible to damage from stiletto and/or metal heels. The Hirer should ensure that attendees of their event are considerate and remove footwear that may cause damage.

Use of the main hall for an event which includes wearing of shoes with metal plates(ie tap or clog or any other footwear that may cause damage) may only be allowed if the hirer provides and lays their own floor protection and ensures such footwear is only worn on the protected area.

Nothing should be stuck to the floor (e.g. Bouncy Castles) under any circumstances.

Please note any cost incurred in making good damage will be deducted from the Hirer's deposit.

7.9 Internet access

Wireless internet is provided free of charge to users. The Hirer agrees not to use this service for any of the following purposes:

1. Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material or otherwise breaching any laws.
2. Transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice.
3. Interfering with any other persons use or enjoyment of the Wi-Fi service.
4. Making, transmitting, or storing electronic copies of material protected by copyright without the permission of the owner.

The Hirer further agrees to keep any username, password, or any other information which forms part of the Hall's Wi-Fi service security procedure confidential and not to disclose it to any third party. Although the Hall aims to offer the best Wi-Fi service possible, the Management Committee cannot guarantee that the service will be suitable for your needs, and it may be subject to failure under certain circumstances.

7.10 Other Users

Hirers are asked to respect the reasonable needs of others using the Hall's facilities at the same time.

7.11 Disturbance

Residential dwellings are situated near the Hall and the Hirer must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer must, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

7.12 Outdoor Play Area

The outdoor play area is reserved for the Playgroup and is not available to the Hirer of the Hall.

8 End of Hire

8.1 Cleaning

The Hirer is responsible for clearing and cleaning any mess that has been left during their booking. They must ensure that surfaces in the kitchen are wiped after use and the floor swept. The Hirer should also make a visual check of the Hall floor and sweep if necessary. Equipment is provided for cleaning the entrance lobby, main hall and kitchen (a vacuum cleaner and large brooms are stored in the room on the right-hand side of the stage). Small brooms, mop and bucket and dustpans are stored in the kitchen. The Hirer should check the toilets and clean if necessary. The Hall and its Trustees reserve the right to invoice hirers for the full cost of cleaning and/or repairs to damage caused during or because of the event.

8.2 Leaving the Hall

The Hirer is responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced. All lights must be turned off otherwise an additional charge may be made.