



BUXTED FOOTBALL CLUB DAVID BUTCHER PAVILLION



Conditions of Hire

These standard conditions apply to all hiring of the David Butcher Pavilion. If the Hirer is in any doubt as to the meaning of the following, the Bookings Secretary should immediately be consulted. In some circumstances there may also be "Special Conditions Of Hire" and in such cases the Special Conditions Of Hire terms will apply in tandem to the terms laid out in this document.

1. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage (however slight) or change of any sort; and the behaviour of all persons using the premises whatever their capacity.

The Hirer shall pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents – this may be in addition to the hire deposit if the damage exceeds this value.

2. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

3. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

4. Licences

The Hirer shall ensure that they hold any licences required in respect of any activity in the David Butcher Pavilion that may require a license to be held.

5. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. In advance of an entertainment or play the Hirer shall check the following items:

- ✓ That all fire exits are unlocked and panic bolts in good working order.
- ✓ That all escape routes are free of obstruction and can be safely used.
- ✓ That any fire doors are not wedged open.
- ✓ That exit signs are illuminated.
- ✓ That there are no obvious fire hazards on the premises.

6. Means of Escape

All means of exit from the premises must be pointed out by the Hirer to the participants. Such exits are to be kept free from obstruction and immediately available for instant unhindered public exit.

7. Outbreak of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details of it shall be given to the management committee.

8. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

9. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

10. Accidents and Dangerous Occurrences

The Hirer must report in detail all accidents involving injury to the public to a member of the David Butcher Pavilion Management Committee **as soon as possible**. Any failure of equipment must also be reported **as soon as possible**.

11. Explosives and Flammable Substances

The hirer shall ensure that:

- Highly flammable substances are not brought into, or used in any part of the premises
- No decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

12. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Management Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

13. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and to prevent violent or criminal behaviour, any person suspected of being under the influence of drugs or who is behaving in a violent or disorderly way must be asked to leave the premises. No illegal drugs may be brought onto the premises. Alcohol shall only be served in line with current licensing legislation and by our volunteers.

14. Animals

The Hirer shall ensure that no animals (including birds) but except guide dogs are brought into the premises, other than for a special event agreed to by the David Butcher Pavilion committee. No animals whatsoever are to enter the kitchen at any time.

15. Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities).

16. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

17. Cancellation

If the Hirer wishes to cancel the booking before the date of the event any deposits paid shall be lost. The David Butcher Pavilion committee reserves the right to cancel this hiring by written notice to the Hirer in the event of:

(a) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

(b) The Village Hall Management Committee reasonably considering that:

- Such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
- Unlawful or unsuitable activities will take place at the premises as a result of this hiring.

(c) The premises becoming unfit for the use intended by the Hirer.

(d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the David Butcher Pavilion committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

19. End of Hire

The Hirer shall be 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.

20. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, comply with any other licensing condition for the premises.

21. Stored Equipment

David Butcher Pavilion committee 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 must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

23. No Alterations (Temporary or permanent)

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the David Butcher Pavilion committee. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the David Butcher Pavilion committee remain in the premises at the end of the hiring. It will become the property of the David Butcher Pavilion committee unless removed by the hirer who must make good to the satisfaction of the Hall Management Committee any damage caused to the premises by such removal.

24. No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

Special Conditions of Hire

These Special Conditions of Hire include provisions required to comply with the Premises License issued under the Licensing Act 2003.

These conditions apply to all events at which regulated entertainment or the sale of alcohol takes place.

1. Hours of Opening & Specific Exclusions

The premises shall not be used for licensable activities except between the hours of 10.00 and 23.00 Monday – Saturday and 12:00 – 22.30 on Sundays (unless special permission has been issued by Wealden District Council and by The Management Committee).

2. Capacity and Supervision. The number of people on the entire premises shall not exceed **100 for dancing or 60 seated**.

3. Age. The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions of the Premises Licence and/or the Operating Schedule relating to management and supervision of the premises are met.

4. Dangerous and unsuitable Performances. Performances involving danger to the public, or of a sexually explicit nature, shall not be given.

5. Film Shows. Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.

Departure Checklist

Kitchen if used

1. The kitchen including the appliances, cutlery and crockery are left clean and tidy, and returned to original position.
2. The oven is wiped clean, inside and outside.
3. Landfill and re-cycling rubbish is placed in the wheelie bins outside. Any over-flow taken away.
4. The cooker is switched off.

Hall and lavatories - When leaving the Hall, Users must ensure that:

1. Lavatories and sinks are clean and tidy. Overflowing waste bins emptied.
2. Tables and chairs are wiped over.
3. Equipment used is returned to its proper storage place.
4. All floors in the building are clear of rubbish.
5. All fire exits and windows are closed.
6. All blinds are drawn closed.
7. Lights are off, including the Lavatories.
8. Lock the front doors, ensuring both left and right are locked.
9. Keys must be returned to the Key Holder immediately after the event finishes.