Conditions of Hire for the Etchingham Village Halls

1. 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, under this Agreement, relating to management and supervision of the premises are met.

2. 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, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. The Hirer needs to make all persons using the premises during their period of hiring aware that the roads around Parsonage Croft are private roads belonging to the houses and parking, even to drop off or pick up, must not occur on these roads. As directed by the Joint Management Committee (JMC) or bookings clerk, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

3. Use of Premises

The Hirer shall not use the premises (including the car park if any) 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 or unsuitable 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 nor allow the consumption of alcohol thereon without written permission.

A Hiring Agreement must be completed and signed by the Hirer which will be retained by the bookings clerk. Your attention is drawn to Section 2 in respect of the licensing agreements.

No lettings shall start before 8 am or go beyond 11pm without special authorisation from the JMC. Lettings on school term days shall not commence before 9.15am and shall not begin or cease between 2.45 and 3.30pm without the prior agreement of the JMC to ensure the safety of the school children in the car parking areas.

In line with the Alcohol Licensing Act 2003, “the Etchingham Village Halls” has become a Licensed Premises. Users must obtain permission to sell or consume alcohol on the premises from the JMC or Etchingham Trust for Sports and Recreation (ETSR) (as the Designated Premise Supervisor) when hiring the hall.

Alcohol on the premises, but not being sold, will not require a Liquor License. However we will still need to know and this must still be approved by the JMC and/or ETSR.

NOTE: Any member of the JMC, ETSR, the bookings clerk and/or the Police reserve the right to enter the Halls at any time during the event to ensure due compliance with the Licensing Act 2003 and to immediately terminate any event or exclude any person from the Hall if in their absolute discretion they believe or have reason to believe that any breach of the Licensing Act 2003 has or is about to occur.

Footwear which is likely to cause damage to the floors in the building **must not be worn**. The Hirer will be liable for any damage caused to the flooring through the use of inappropriate footwear during the hiring and the cost of any repairs will be deducted from the Special Deposit. French chalk or its equivalent must not be put down when the hall is used for dancing.

4. Insurance and Indemnity

(a) The Hirer shall be liable for:

(i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises;

(ii) all claims, losses, damages and costs made against or incurred by the village hall JMC, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and

(iii) all claims, losses, damages and costs made against or incurred by the village hall JMC, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and

subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the JMC, East Sussex County Council, the Governing Body of Etchingham C E School (the school), the School Trustees, the Trustees of Etchingham Trust for Sports and Recreation (ETSR) and the Halls' employees, volunteers, agents and invitees (whether employed by East Sussex County Council, Etchingham C E School or ETSR) against such liabilities.

(b) The village hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a) (i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The village hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the village hall management committee and the village hall's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the village hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the village hall JMC or bookings clerk. Failure to produce such policy and evidence of cover will render the hiring void and enable the JMC to rehire the premises to another Hirer.

The village hall is insured against any claims arising out of its **own** negligence.

See also Appendix 5.

5. 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.

6. Music Copyright Licensing

The hirer shall ensure that the village hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

7. Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

8. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks (formally known as Criminal Records Bureau checks - CRB) should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the village hall JMC with a copy of their DBS check and Child Protection Policy on request.

9. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the hall's Fire Risk Assessment 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. The Hirer shall also comply with the hall's health and safety policy.

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

(a) The Hirer acknowledges that they have received instruction in the following matters:
- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box.

(b) In advance of any activity whether regulated entertainment or not 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 for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).
- See also Appendix 3.

10. 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, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

11. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

12. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator.

13. 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. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety. See also Appendix 4.

14. Stored Equipment

The village 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 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.

The village hall may use its discretion in any of the following circumstances:

(a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.

(b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the village hall JMC disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

15. Smoking

The hirer must adhere to the locally agreed no smoking policy for the entire premises. Failure to adhere to this will result in a non-negotiable additional charge of £ 500 to enable specialised cleaning to remove the tobacco odour from the premises.
No Smoking is permitted in any part of the premises. Anyone breaking this rule will (without exception) be reported for prosecution.

16. Accidents and Dangerous Occurrences

Any failure of equipment belonging to the village hall or brought in by the Hirer must also be reported **as soon as** possible. The Hirer must report all accidents involving injury to the public to a member of the village hall JMC **as soon as possible** and complete the relevant section in the village hall's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The village hall bookings clerk will give assistance in completing this form and can provide contact details

17. Explosives and Flammable Substances

The hirer shall ensure that:

(a) Highly flammable substances are not brought into, or used in any part of the premises and that

(b) No internal 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.

(c) No fireworks shall be bought onto the premises at any time as no firework displays are allowed on the site in order to satisfy our insurance conditions.

18. 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 JMC. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

19. Animals

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

20. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the village hall's JMC accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

21. 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.

22. Cancellation

Any intention on the part of the Hirer to cancel a letting must be notified to the bookings clerk at least 15 working days before the letting is due to take place. In the event of the Hirer failing to give at least 15 working days' notice, no reimbursement of hiring fee will be made and if preparatory works have already been undertaken the Hirer will bear the actual costs incurred.

One Calendar months' notice must be given for cancellation of regular weekly bookings. If the correct notice period of one month is not given, the JMC reserves the right to charge the hirer's usual monthly fee.

The village hall 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 JMC reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) 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.

(e) in certain circumstances, it may be necessary for the JMC to cancel a hiring on a school term day or working day for urgent school or Parish Council business. Wherever possible, notice will be given but in some circumstances this may not be possible. A full refund of hire deposits and / or fees will be made to the Hirer.

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

23. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, unless specific requirements for post-hire cleaning have been agreed in the Hiring Agreement, subject to an additional charge. The JMC reserve the right to require a member of caretaking staff to be in attendance throughout the course of the hiring for hirings of a particular nature, at their own discretion, as a condition of hire and to levy an additional charge for this in the cost of hire. Where the premises are left in an unsatisfactory state of cleanliness the JMC reserves the right to make an additional hire charge of £20 per hour for cleaning required. This will be deducted from the Special Deposit where applicable or levied as an additional hire charge.

It is the responsibility of the hirer to collect all rubbish (left over food, empty bottles, paper plates, napkins cans etc) after a function and to remove it from the premises. The JMC reserves the right to charge an additional hire charge to dispose of any waste left on site.

Regular Hirers/Hiring groups that have a designated key holder for access to the Halls by arrangement with the JMC, are responsible for ensuring the premises are left properly locked and secured. Hirers or Hiring Groups that are not key holders must ensure that they close all doors and windows at the end of the hire and remain in the premises until the end of the hire period, at which point a halls caretaker or designated key holder will arrive to check and secure the building. Any contents temporarily removed from their usual positions must be properly replaced, otherwise the village hall shall be at liberty to make an additional charge.

The JMC shall be at liberty to make an additional charge; where the premises requires significant cleaning at the end of the hire and post-hire cleaning has not been agreed and paid for as part of the hiring and/or where the premises, grounds, fixtures, fittings, furniture, equipment or contents have suffered damage caused by or during the hiring.

24. No Alterations

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 village hall JMC. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the village hall remain in the premises at the end of the hiring. It will become the property of the village hall unless removed by the Hirer who must make good to the satisfaction of the village hall any damage caused to the premises by such removal.

25. Specific Additional Conditions

These apply to the use of the school kitchen and wireless internet access. These are found in Appendices 1 & 2.

26. Community Kitchen

The kitchen adjacent to the Parker Hall is available to hirers of the Parker Hall. Any crockery and cutlery belonging to the Parker Hall that has been utilised by the Hirer should be washed up and replaced in the cupboards from which they came. Any other crockery, cutlery brought in by the Hirer of the hall should be removed at the end of the hire. The Hirer will ensure that the kitchen premises and equipment are left in a clean and tidy condition. Foodstuffs shall not be stored in the kitchen or refrigerator without prior agreement. All equipment must be turned off (except the fridge) and food waste shall be removed from the site at the end of the hire. No animals are allowed in the kitchen or scullery.

27. Use of Audio Visual, Lighting and Sound Equipment Systems

The Ahrens Hall is equipped with a sound system and stage lighting. Users may arrange to have access to these facilities and must specify their requirements on the booking form. This is conditional on the Hirer or Hirer's representative arranging to be shown how the systems operate and should be used. Hirers must use the equipment in accordance with the training or any written guidance given. Any misuse of the equipment causing damage will result in the cost of repairs or replacement being charged to the Hirer in full.

28. Use of Powered Tiered Seating System

The Ahrens Hall is equipped with a powered tiered seating system. If use of this is required, it must be specified on the Hiring Agreement. The seating will be put in place ready for the letting by hall staff. It should not be operated by the Hirer for health and safety reasons.

29. Request for Use of Piano

For an additional fee, Hirers may request to use the school piano for live music. The Hirer is responsible for the proper use and care of these expensive instruments. Any damaged caused to the instruments, their casing, components, action or castors will be charged to the Hirer in full. The school reserves the right to refuse the hire of these instruments at any time as they belong to the school primarily for educational purposes.

30. Wireless Internet Access.

The **JMC** have provided wireless internet access for users of the hall on the following conditions.

- All users must formally request permission to use the service and must agree to the terms and conditions as detailed in this document and sign the detailed terms and conditions of use (appendix 2).
- Where an application has been made by email, the email owner will be assumed to have implicitly agreed to the terms and conditions.
- Any email address provided must be a personal address, and not shared or visible by other parties.
- Where a WiFi password has been given it must not be divulged to, or used by, any other party, however the user has permission to use multiple devices e.g. phone and PC.
- All equipment connected must be provided with up to date virus protection.
- File sharing is to be switched off, in the event that users leave their systems open the JMC accept no liability for corruption of data or other associated security problems.
- Users must not provide or use any services which contravene or infringe any copyright. Specifically users may not download or view live programs e.g. TV and Radio programmes for which a licence may be required.
- The JMC will allow any relevant authority access to any transactions where a user has infringed any laws or downloaded prohibited material.

- The JMC reserve the right to collate and use IP address codes, and the times of access, to ensure that users are adhering to the terms and conditions.
- The JMC reserve the right to block any user or to refuse access to any user at any time.
- The service is provided without charge, and for the personal use of the recipient. Users are not permitted to offer the services to third parties.
- The JMC is under no obligation to provide the service as part of its hiring agreement.
- **The Internet Access Technology and Hardware is owned and managed by Etchingham Church of England Primary School who reserve the right to make the service available only at times and on dates which it shall determine without prior notice.**

31. The hirer must comply with the law of the land.

32. No Rights

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

33. Data Protection

The Etchingham Village Halls and the Etchingham Trust for Sports and Recreation (ETSR) uses personal data for the purposes of managing the hall, its bookings and finances, running and marketing events at the hall, staff employment and its fundraising activities. Data may be retained for up to 7 years for accounts purposes and for longer where required by the hall's insurers. If you would like to find out more about how we use your personal data or want to see a copy of information about you that we hold, please contact the ETSR administrator.

Appendix 1 – Additional Conditions Governing Letting of the School Kitchen

The school kitchen can be used in agreement with the school kitchen contractor and the Head Teacher. The cook or other member of the school meals staff must be in attendance throughout the hiring, except when only tea or coffee is made/precooked food is served and no cooking is involved. Hirers who wish to use the kitchen without the cook or other member of the schools meal staff present should approach the JMC when the hiring application is made. The hirers who have permission to use the kitchen should be aware of all current hygiene and health and safety regulations.

Since the School (or Main) Kitchen is primarily operated by the School's nominated Contractor for the provision of School Meals, while the space is available to hirers/community outside school hours, all use of the Kitchen equipment is subject to the School and the School's nominated Contractor's prior agreement and their conditions of hire being met. The conditions set out below have been agreed.

Before any school cooking appliance is used, the hirer must receive full training from the cook supervisor.

Hirers will normally be expected to provide their own cutlery, crockery and condiments.

No animals are allowed in the kitchen or scullery.

The School (or Main) Kitchen may be used by the Community for Functions or Lettings where:

(a) the School authorises such use and notifies the Contractor
(b) the conditions of use under the terms of the School's Contract with the Contractor are met. Such use is not to be withheld unreasonably.

The conditions of use under the School's current catering contract include:

(a) The Contractor must be advised by the School's Site Representative in advance of such use.
(b) No use of the School Kitchen during School Hours in Term Time or Non-Term Deep Cleaning/Servicing Times will be permitted to other users.
(c) The Contractor may at his discretion, have a member of his supervisory staff in attendance during use by other users. The cost of such staff will be charged to the hirer. The Contractor will advise and give the reasons to the Joint Management Committee where he requires a member of his staff to be present.
(d) The hirer may not use equipment such as the commercial dishwasher, potato peeling machine, mixing machine, ovens or hobs or commercial electrical equipment without the hirers' principal representative (who will be at the Kitchen Premises for the duration of the hiring) being first trained in the operation of such equipment, ventilation and air conditioning systems and the electrical supplies to them. The cost of training will be paid by the Trust and recouped through the lettings fee.
(e) A Lettings Form with the Terms and Conditions of hire must be completed by the hirer in advance of the intended use.
(f) The Contractor shall receive a copy of completed lettings forms for the hire of the Kitchen in advance of the letting.
(g) The hirer will be responsible for the kitchen premises for the period of the hire and will ensure that the Kitchen Premises and Equipment shall be left in a clean and tidy condition of a standard complying with Environmental Health requirements for commercial kitchen premises. The Contractor may provide a cleaning and equipment checklist to be completed by the hirer to ensure standards of cleaning are met and all equipment is properly cleaned and switched off after use.
(h) The hirer must only use such school equipment as the Contractor permits. The Hirer may not use equipment (such as Steam Ovens) determined by the Contractor which may only be used by the Contractor's trained staff. Any equipment provided by the Trust, however, shall be used at the Committee's discretion.
(i) The hirer may not use the Contractor's freezer or fridge equipment.
(j) The hirer may not use any of the Contractors foodstuff stock of any kind. Hirers must provide their own foodstuffs and drinks.
(k) The hirer may not use the Contractors tableware provided for the school without the Contractors prior consent.

(l) The hirer may not use the Kitchen until the hirers principal representative has been trained by the Contractor in the use of emergency shut off of powered equipment or water supplies for the equipment.

(m) The hirer may not use the Kitchen until the hirers principal representative has been trained by the Contractor in use of cleaning chemicals/personal protective equipment under the COSHH regulations 2002 in order to leave the kitchen cleaned to the required standard after the hiring.

(n) The hirer will be charged an additional fee under the terms of the letting agreement for any cleaning that has to be carried out by the Contractor or School in the event of the Kitchen being left in a state of uncleanliness.

(o) Where the hirer intends to make use of the kitchen for the purposes of preparing food and cooking it, the hirer shall provide evidence that the members of the hiring group involved in food preparation have: (i) a current qualification in Food Hygiene to a minimum standard of Level 2 and (ii) a current Emergency First Aid or Emergency First Aid at Work qualification. For lettings where the hirer is only serving drinks, cold refreshments or reheating prepared food, this may not be required.

(p) The Contractor reserves the right to ban the use of certain foodstuffs in the kitchen. This may include a ban on nuts, nut derivatives or food containing nuts where there are special dietary requirements in the school, to protect the welfare of the children in the school.

(q) All hirers must provide evidence of a minimum of current £ 10 million public liability insurance cover which will be in force on the date of the hiring. Where they hold £ 5 million of cover, they may choose to purchase an additional £5 million of "top up" cover through the Local Authority via the School, providing the Local Authority offers that service.

(r) The kitchen Contractor will report any problems to the School Site Representative.

The School reserves the right not to allow the use of the Kitchen where:

(a) It deems the intended use to be inappropriate for the Kitchen premises or equipment;

(b) The school is intending to use the kitchen as the primary users on the date or time in question;

(c) There have been prior problems with a letting to a specific user group or individual user;

(d) The prospective user/group cannot meet the conditions of use required by the Contractor.

Damage to Equipment or Premises:

Damage to equipment or premises belonging to the School or its Contractor by a Community or Third Party User of the Kitchen must be paid for in full by the hirer. Accidental loss such as the hirer unintentionally switching off the Contractors freezer equipment must also be paid by the hirer in full. This will be stipulated as a condition in the Lettings Agreement for the Kitchen.

Large Functions:

The Committee, at its discretion, may require the hirer to use the Contractor's staff for large functions which would involve intensive use of the Kitchen Premises and charge the hirer the cost of such staff.

Footnote:

The term "Contractor" may mean the Company providing the School Meals Service, its Managers, Service Staff or Kitchen Staff.

Appendix 2 - Etchingham Halls Wireless Internet Access Terms and Conditions

This agreement sets out the terms and conditions on which wireless internet access ("the Service") is provided free of charge to you, a user of the Etchingham Halls (us) in consideration for your custom and your agreement to these terms.

1 Extent of the Service

1.1 We do not recommend in particular the use of any websites (or other internet related services) ("Internet Services") and your use of Internet Services is carried out entirely at your own risk.

1.2 We have no responsibility for, or control over, the Internet Services you access and do not guarantee that any services are error or virus free.

1.3 We have no responsibility for, or control over, the information you transmit or receive via the Service.

1.4 Save for the purposes of network diagnostics we do not examine the use to which you put the Service or the nature of the information you send or receive.

1.5 We do not guarantee:

- the availability of the Service;
- the speed at which information may be transmitted or received via the Service; or
- that the Service will be compatible with your equipment or any software which you use.

1.6 Whilst we take reasonable steps to ensure the security of the Service and to prevent unlawful access to information transmitted or received using the Service we do not guarantee the security of the information which you may transmit or receive using the Service or located on any equipment utilising the Service and you accept that it is your responsibility to protect your information and have adequate security (in terms of equipment and procedures) to ensure the security, integrity and confidentiality of your information and data.

1.7 We reserve the right at all times to withdraw the Service, change the specifications or manner of use of the Service, to change access codes, usernames, passwords or other security information necessary to access the service.

2 Your Use of the Service

1.1 You must not use the Service to access Internet Services, or send or receive e-mails, which:

- are defamatory, threatening, intimidating or which could be classed as harassment;
- contain obscene, profane or abusive language or material;
- contain pornographic material (that is text, pictures, films, video clips of a sexually explicit or arousing nature);
- contain offensive or derogatory images regarding sex, race, religion, colour, origin, age, physical or mental disability, medical condition or sexual orientation;
- contain material which infringe third party's rights (including intellectual property rights);
- in our reasonable opinion may adversely affect the manner in which we carry out our business; or
- are otherwise unlawful or inappropriate;

2.2 Music, video, pictures, text and other content on the internet are copyright works and you should not download, alter, e-mail or otherwise use such content unless certain that the owner of such works has authorised its use by you.

2.3 We may terminate or temporarily suspend the Service if we reasonably believe that you are in breach of any provisions of this agreement including but not limited to clauses 2.1 to 2.3 above.

2.4 We recommend that you do not use the service to transmit or receive any confidential information or data and should you choose to do so you do so at your own risk.

2.5 The Service is intended for consumer use only. In the event that you use the Service for commercial purposes we would specifically refer you to clause 5.2 below.

3 Criminal Activity

3.1 You must not use the Service to engage in any activity which constitutes or is capable of constituting a criminal offence, either in the United Kingdom or in any state throughout the world.

3.2 You agree and acknowledge that we may be required to provide assistance and information to law enforcement, governmental agencies and other authorities.

3.3 You agree and acknowledge that we may keep a log of the Internet Protocol ("IP") addresses of any devices which access the Service, the times when they have accessed the Service and the activity associated with that IP address

3.4 You further agree we are entitled to co-operate with law enforcement authorities and rights – holders in the investigation of any suspected or alleged illegal activity by you which may include, but is not limited to, disclosure of such information as we have (whether pursuant to clause 3.3 or otherwise), and are entitled to provide by law, to law enforcement authorities or rights-holders.

4 Our Use of your Information

Subject to clauses 3.3 and 3.4 above we confirm that we shall use the contact details you provide to us solely for the purposes of contacting you with marketing information, updates, promotions and special offers relating to our business.

5 Other Terms

5.1 You agree to compensate us fully for any claims or legal action made or threatened against us by someone else because you have used the service in breach of these terms and conditions, and in particular clause 2.1 to 2.3 and 3.1 above.

5.2 Whilst we do not seek to limit our responsibility for fraudulent misrepresentation or if you are injured or die as a result of our negligence we have no responsibility (to the extent permitted by law) to compensate you (whether or not we are negligent) for any direct financial loss, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the service or inability to use or access the service or a failure, suspension or withdrawal of all or part of the service at any time or damage to physical property or for any other similar direct loss that may arise in relation to this agreement whether or not we were advised in advance of the possibility of such loss or damage.

5.3 We agree that neither this agreement does not allow either party to act as, or hold themselves out as, acting as an agent of the other party and that that the terms of this agreement are not enforceable by a third party under the Contracts (Rights of Third Parties) Act 1999.

5.4 This agreement is governed by the law of England and Wales and is subject to the non-exclusive jurisdiction of the English courts.

I confirm that I accept these terms and conditions as the basis of my use of the wireless internet access provided.

Signed: …….....

Print Full Name: …….....

Address: …….....

E-mail: …….....

Dated: …….....

Appendix 3 - Additional Guidance re Public Safety Compliance

The Hirer, or a responsible person nominated by him in writing, shall be in charge of and be upon the hired part of the premises during the whole time the premises are open to the public and there shall be during that time sufficient staff or competent attendants on duty on the premises. The person in charge shall not be engaged in any duties, which will prevent him from exercising general supervision of the premises. The Hirer shall ascertain and comply with any special fire precautions requirements contained in music, singing and dance, theatres, or any other licences appropriate to his intended use of the premises.

The seating/table accommodation in the hired section of the premises shall be laid out by the Hirer to enable swift evacuation in the event of a fire. Advice on the layout of rooms is available from the JMC and/or booking clerk. Particular considerations needs to be given to the evacuation route of people with a disability or impaired movement.

All gangways, corridors, staircases and external passageways intended for exit shall be kept entirely free from obstruction and shall not be used as cloakrooms.

All exit doors shall be available for exit during the whole time that the public are on the premises, and shall be opened at the end of the function for the use of the persons present at function.

The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

The Hirer shall ascertain the position of telephones, escape routes, fire alarm systems and fire fighting equipment, which shall be in the charge of some suitable person specially nominated for the purpose, who shall ensure that the appliances and equipment are always available for use.

Appendix 4 – Additional Guidance re Electrical Appliance Safety

Temporary electrical installations, which are necessary for any particular function, must comply with the following conditions:

(a) All temporary electrical installations shall comply fully with the applicable recommendations and requirements of the current edition (with amendments) of the following:

(i) The Institution of Electrical Engineers Regulations for the electrical equipment of buildings;

(ii) The British Standard Specification and Code of Practice;

(iii) The Electricity Regulations;

And they shall be installed only by a qualified electrician.

No temporary wiring shall be connected to circuits or fuse boards feeding the Hall lighting.

(b) Temporary wiring shall be carried out using PVC insulated and sheathed cable to CMA Manufacture, and switchgear and apparatus of a voltage rating of not less than the maximum rms voltage difference which can normally develop under fault conditions.

All additional stage lighting equipment that may be required shall be kept entirely separate from the existing installation, portable dimmer units being provided where required; no extensions shall be permitted from the existing dimmer equipment without the approval of the Director of Property Services of ESCC.

(c) All additional temporary equipment shall be bonded to the main system of earthing in accordance with Part 4 of the IEE Regulations.

(d) All temporary installations which have been installed, shall be disconnected from the permanent installation immediately after the occasion for which they have been used.

(e) Any special requirements or installations that are to be approved or any item that requires clarification, shall be brought to the notice of the Director of Property Services seven days prior to the proposed date of the installation.

Appendix 5 - Bouncy Castle Terms and Conditions

The insurance policy taken out by ETSR provides liability cover in respect of bouncy castles used at the Etchingham Village Halls (Ahrens and Parker Hall).

This cover is in place for ETSR as well as any non profiting making users of the premises who are covered by the Hirers Liability cover. Cover is automatically included providing that the following guidelines are adhered to.

The Hirer must ensure that:

- the bouncy castle is supervised by responsible adults at all times when in use or inflated
- when used outside a building, the bouncy castle is securely anchored to the ground at each anchor point
- each anchor point to the bouncy castle is signed, or otherwise marked to be made easily visible, and wrapped to prevent injury
- soft matting is used to cover hard surfaces adjacent to the front or any open sides to the bouncy castle where there is a risk of injury from falling from the inflatable
- the bouncy castle is not used by children under 2 years old
- the bouncy castle is restricted to use by age group (for example age groups 2 to 5, 6 to 12 and over 12 years must not be mixed).

ETSR must also advise that, unless owned by the Village Hall and specified on the policy, material damage cover is not included – this is the responsibility of the owner.