

## **BIDBOROUGH VILLAGE HALL - CIO (Registered Charity No: 1166337)**

All organisations and individuals hiring Bidborough Village Hall must sign and return the **BOOKING FORM** before the booking(s) can take place. We should be grateful if you the **HIRER** or a responsible person would sign one copy of the **BOOKING FORM** and return it to Mrs Deenah Wheeler, 81, Bidborough Ridge, Bidborough, TN3 0UY, (Tel 01892 520967) as soon as possible. Please retain this copy for your records. Entry to the hall outside a booked time must be agreed with the Booking Secretary.

### **CONDITIONS OF HIRE**

The **HIRER** is responsible for the supervision of the premises, fabric, contents and behaviour of all persons using the premises and for leaving the area(s) hired clean and tidy. All rubbish shall be removed from the premises. If the Bidborough Village Hall - CIO (BVH-CIO) is not satisfied with the cleanliness of the area(s) hired including kitchen equipment, a charge of £25.00 per hour for extra cleaning will be made. A responsible person should be nominated on each occasion of use by the **HIRER** to ensure that the behaviour of the participants is compatible with what is reasonable, bearing in mind the purpose of the hiring and the requirements of the Public Health and Safety Acts.

The **HIRER** must agree to pay at the time of the hall booking a £100 (£500 for parties where the age group is between 21 and 25 years of age) refundable deposit to cover any loss or damage to the hall or assets other than normal wear and tear. **See section 19**

The **HIRER** shall reimburse the BVH-CIO for the cost of repairs for any damage done to any part of the property within the curtilage of the Village Hall, including the contents, which may arise directly or indirectly from the hire.

The BVH-CIO shall be under no liability for any loss or damage to the goods or property of the **HIRER**, or any other person. The **HIRER** shall indemnify the BVH-CIO and their Officers should any claim be made against them for any loss or damage.

The BVH-CIO may at any time cancel the agreement to hire without any obligation on their part. Should the agreed period of the hire be exceeded the BVH-CIO may charge for the additional period

### **GAINING ACCESS TO THE VILLAGE HALL**

Entrance to the Village Hall is by key. The key is held in a secure key safe in the white box by the main entrance. The safe key code which is regularly changed will be provided by the Booking Secretary.

### **SECURITY**

As far as is practicable keep the entry doors to the Village Hall closed during the period of the hire to prevent unauthorised persons entering the premises.

Before leaving the Village Hall first check that there are no persons on the premises (other bookings can be checked on the BVH-CIO Notice Board). Ensure that all doors, windows and fire exits are securely closed and all internal lights and electric heaters are switched off. The entrance key is to be returned to the key safe.

Please bring this security notice to the attention of the appropriate members of your organisation.

## SCHEDULE OF STANDARD CONDITIONS

(If the **HIRER** is in any doubt as to the meaning of the following, the Booking Secretary should immediately be consulted.)

For the purposes of these conditions, the term **HIRER** shall mean an individual **HIRER** or, where the **HIRER** is an organisation, the organisation. The **HIRER** must ensure that a responsible person over 25 years of age is present the whole time the premises are occupied. If there are more than 100 people in the hall two such persons must be present. **Furthermore teenage parties will not be allowed.**

1. **Supervision:** the **HIRER** will, during the period of the hiring, be responsible for the 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.

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 or do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies.

**UNDER NO CIRCUMSTANCES SHOULD THE MAIN HALL FLOOR BE MARKED OUT WITH CHALK OR SIMILAR PRODUCTS INCLUDING STICKY TAPE'. Failure to observe this could result in a loss of deposit to cover additional cleaning.**

3. **Licences:** The hall has a Premise Licence which includes the selling and supply of alcohol. This is displayed on the main entrance notice board together with the allowed times. A £20 fee will be charged at the time of the hall booking for events which will be selling or supplying alcohol.

The **HIRER** must still have the agreement of BVH-CIO if alcohol is intended to be sold or supplied free of charge. **IN ALL CIRCUMSTANCES THE HIRER WILL NOTIFY THE BOOKING SECRETARY IF IT IS PROPOSED TO SELL OR SUPPLY ALCOHOL - SEE SECTION 3e**

Furthermore all hirers selling or supplying alcohol free of charge must agree to the following Terms and Conditions regarding the selling of alcohol:

3a. BVH-CIO Hall holds a premises licence for the supply & sale of alcohol.

This concession is granted only if the Trustees ensure that the four guiding principles of the Licensing Act 2003 were strictly adhered to. The four principles are: -

1. The Prevention of Crime and Disorder
2. Public Safety

3. The Prevention of Public Nuisance

4. The Protection of Children from Harm – particularly from underage drinking.

3b. The **HIRER** hereby undertakes to comply with the provisions of the Licensing Act 2003 (and any regulations thereunder) as they relate to the Premises and to indemnify the Trustees for any obligations thereunder, in particular, not to allow the sale or supply of alcohol to those aged under 18 or to those who are drunk or disorderly.

3c. The storage of alcohol is only allowed for the specific event intended and must be removed after the event has finished.

3d. The selling or supplying of alcohol outside of the event is strictly prohibited and will result in a fine or conviction.

3e. The **HIRER** also needs to confirm in writing who the designated person will be responsible for the sale and supply of alcohol during the event. This must include their full name and postal address and a contact telephone number available during the event. Without out this information the event will not be allowed to proceed.

4. **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 or lotteries.

5. **Public Safety Compliance:** the **HIRER** shall comply with all the conditions and regulations made in respect of the premises by the Fire Authority, Local Authority and the local Magistrates` Court or otherwise, particularly in connection with any event, which includes public dancing or music or other similar public entertainment. In this respect, Kent Fire Brigade has restricted the maximum number of people occupying the halls at any one time. These limits shown below must be observed.

	Large Hall	Small Hall
Dancing	200	45
Closely seated audience	200	50
Function using seating at tables	100	25
Dancing with seating at tables	125	30
Exhibitions	75	20

The Large and Small Hall are self sufficient with their own entrance. Unless the complete hall has been booked, it is not expected that any facilities of the hall not booked will be used.

Combustible materials are not allowed in the hall (e.g. Bales of hay for a barn dance etc). Candles must be contained in non- combustible containers and taken from the hall after use.

**ALL HIRERS MUST BE AWARE OF THE LOCATION OF ALL FIRE EXTINGUISHERS/FIRE BLANKETS, THEIR OPERATION AND INTENDED USE**

6. **Health and Hygiene:** the **HIRER** shall, if preparing, serving or selling food observes all relevant food health and hygiene legislation and regulations. There is a limited amount of cleaning equipment

at the hall. Therefore it is recommended that hall hirers should bring with them any cleaning equipment they require for the event they are holding i.e. anti bacterial wipes or spray, kitchen towel, drying up cloths and hand towels.

**7. No Smoking:** the **HIRER** shall ensure that persons attending the event abide by the law which states, as from 1st July 2007, that all Public Buildings or Places shall be designated as No Smoking Areas. Failure to comply would attract a fixed penalty fine or Court fine.

**8. Electrical Appliance Safety:** the **HIRER** shall ensure that any electrical appliances brought onto the premises and used there shall be safe and in good working order, and used in a safe manner. They must comply with the BSS standard or carry BEAB approval. Where a residual circuit breaker is provided the **HIRER** should make use of it in the interests of public safety. Strobe lighting equipment must be arranged to operate at a fixed frequency not exceeding 8 flashes per second. The use of laser equipment is not permitted.

**9. Brought in Equipment:** the BVH-CIO shall be indemnified against breakage, injury or loss of/from the use of any equipment or article brought onto the premises by the **HIRER**. It is advised that the **HIRER** using equipment such as Bouncy Castles, Trampolines, or the like should be adequately insured against any claim for injury arising from the use of such equipment. It is essential that the equipment supplier's guidelines for use be strictly followed. In the event of any accident the liability rests with the **HIRER**.

**10. Accidents and Dangerous Occurrences:** the **HIRER** must report all accidents involving injury to a member of the public to the Booking Secretary as soon as possible after the incident. Accidents involving injury should be written up in the Accident Book, which is kept in a drawer in the large hall kitchen. A First Aid box is kept in both kitchens. Any failure of equipment, either that belonging to the Village Hall or brought in by the **HIRER**, must be reported to the Booking Secretary as soon as possible. Certain types of accident or injury must be reported on a special form to the Local Authority; the Booking Secretary will advise and give assistance in completing this form. This requirement is in accordance with the Health and Safety Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995. It is essential that all **HIRERS** acquaint themselves with the Health and Safety File which is kept in a drawer in the large hall kitchen.

**11. Indemnity:** the **HIRER** shall indemnify the BVH-CIO for the cost of repair of any damage done to any part of the property within the curtilage (enclosed area) of the Village Hall, including the contents of the building, which may occur during the period of the hiring as a result of the hiring. The **HIRER** shall be responsible for making arrangements to Insure against Third Party claims that may be made against him or her, or the organisation if acting as a representative, whilst using the Village Hall. (The BVH-CIO is insured against any claims arising out of its own negligence.)

**12. Animals:** the **HIRER** shall ensure that no animals, including birds, except guide dogs, are brought onto the premises, other than for a special event which has been agreed by the BVH-CIO. No animals are to enter the kitchens at any time.

**13. Compliance with the Children Act:** the **HIRER** shall ensure that any activities for or including children comply with the provisions of the Children Act 1989, and that only fit and proper persons have access to children.

**14. Fly Posting:** the **HIRER** shall not carry out or permit fly posting, or use of a product or any other form of unauthorised advertisements for any event taking place at the Village Hall, including within

the grounds of the Village Hall. Failure to observe this condition may lead to prosecution by the Local Authority. The **HIRER** shall indemnify the BVH-CIO accordingly against all action, claims and proceedings arising from any breach of this condition.

15. **Cancellation:** if the **HIRER** wishes to cancel the booking before the date of the event and the BVH-CIO is unable to conclude a replacement booking, the question of the payment or repayment of the fee shall be at the discretion of the BVH-CIO. In the event of a cancellation within 3 months by a non-affiliated party, then the original hall fee will be charged.

16. **Cancellation:** the BVH-CIO reserves the right to cancel a hiring in the event of the Village Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, in which case the **HIRER** shall be automatically entitled to a refund of any deposit already paid. No compensation will be made for other expenditure or loss of income incurred by the **HIRER**.

17. **Unfit for Use:** in the event of the Village Hall or any part thereof being rendered unfit for use for which it has been hired, the BVH-CIO shall not be liable to the **HIRER** for any resulting loss or damage whatsoever.

18. **Refusal of a Booking:** the BVH-CIO reserves the right to refuse a booking without notice or to cancel the hiring agreement at any time before or during the term of the agreement upon giving 7 days notice in writing to the **HIRER**. The **HIRER** shall be entitled upon receiving such notice the reimbursement of such monies, including the deposit or a proportion of the same, as have been paid by the **HIRER** to the BVH-CIO. The BVH-CIO shall not be liable to make any further payment to the **HIRER**.

19. **End of the Hire:** the **HIRER** shall be responsible for leaving the premises and curtilage in a clean and tidy condition; all doors, windows and fire exits securely closed and all internal lights and heaters switched off, unless directed otherwise. Any contents, temporarily removed from their usual positions shall be properly replaced, according to the room plans on the walls; otherwise the BVH-CIO shall be at liberty to make an additional charge. In summary these room plans show that chairs should be stacked not more than 5 high, with all blue chairs in the small hall. Square tables should be stacked next to the folding tables. Folding tables should be wiped clean and returned to their trolleys in the corner and strapped in safely. Window curtains should be drawn open and stage curtains left closed. The Acoustic Sliding Partition between the Small and Large hall should be closed and the pass door locked. \*

**\* NOTE – This operation must be carried out by a member of the Trustee Operations Committee (TOC) or a person nominated by the TOC who is deemed to be responsible to carry out this function.**

The Large Hall floor should be swept not washed. Stains and spillages however should be mopped up so that the floor condition is satisfactory for subsequent hirers.

Excluding bottles, cans and cardboard boxes, rubbish should be deposited in the outside bin, the key for which is on the main kitchen wall by the side door or on the bunch of keys provided. **PLASTIC AND GLASS BOTTLES, CANS AND CARDBOARD BOXES MUST BE REMOVED BY THE HIRER AND NOT DEPOSITED IN THE BIN.** The nearest recycling point is behind the Sainsbury supermarket in Tonbridge.

The Hall will be inspected at 11.00am on the Sunday following the date of a Saturday booking or at a time to be mutually agreed. For Friday bookings this inspection will take place at 9.00am on Saturday morning. Should either hall or its assets be left in an unsatisfactory condition, BVH-CIO reserves the right to withhold part or all of the refundable deposit or impose an additional charge for cleaning as previously stated in the above Conditions of Hire section.

20. Heelies, Roller Skates or footwear of a similar nature must not be worn in the hall.

21. **Noise:** the **HIRER** shall ensure that the minimum of noise is made on arrival and departure this includes the carpark area which should be quietly vacated at the end of the hire period. The **HIRER** should also have due regard for those using another part of the hall. Amplified music shall not be played at a level that causes nuisance to the neighbours of the Village Hall.

No music is to be played after midnight or 10pm on Sunday.

#### **PRIVACY NOTICE ON THE HOLDING OF PERSONAL DATA**

Bidborough Village Hall Trustees will only use the personal data of hirers for the purposes of managing the hall, its bookings and finances in accordance with legal and practical requirements. Personal data will not be used for any other purpose.

27 August 2021