

**For a summary/checklist, please also see our conditions of use document.**

The parties involved in any hiring of Brabourne and Smeeth Village Hall are:

1. The Village Hall acting by its management committee ("we/us/our"), and
2. An individual hirer, or where the hirer is an organisation, the authorised representative ("you/your").

If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from us without delay. Where you must seek our consent, tell us about something or give us something, you must speak to and seek consent from the hall booking manager (bookings@basvh.com) or other committee members either in person or via the committee phone number **07927 663 892**.

**Essential Condition**

Hire of the premises shall be restricted to use by residents and organisations of the parishes of Brabourne and Smeeth, unless specifically authorised by the hall committee. No person under 21 years of age shall be permitted to hire the premises.

You, not being a person under 21 years of age, accept responsibility for being in charge of, and on the premises at all times when the public are present and for ensuring that all Standard Conditions relating to the management and supervision of the premises are met.

**General Information**

**Contact Telephone Numbers**

Hirers should telephone the hall committee phone number **07927 663 892** in case of difficulty.

**Hire Period**

The period of hire you make should include any time needed for setting up and clearing up afterwards. Should your event finish late at night, time will be allowed to clean up the hall the next day, if the hall is not being used. This time will be free of charge.

**Opening and Closing the Village Hall**

The Village Hall keys must be collected from and returned to the key safe box positioned on the wall to the right of the main front doors to the hall (**the key safe code is normally advised via email when all fees due have been paid**). Keys should be immediately returned to the key box at the end of hire.

You should ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

You should note that guests are expected to vacate the premises within 15 minutes of the end of a licensed period. After midnight (unless the event is New Year's Eve) only those helping to clear up the Village Hall should be on the premises.

## **Payment of Fees**

### **Private Hirers**

At the time of the booking, we do not ask for a deposit but expect hall users to treat the hall with utmost care. However, if after an event the hall is left untidy and / or damaged, the committee will invoice an extra charge to pay for cleaning and repair. Extra cleaning costs are charged at £30 per hour.

You must pay the balance of the booking fee within 7 days of being invoiced and not less than 7 days before your event.

### **Group (Regular) Bookings (e.g. Village Groups, Regular Users)**

You will be invoiced monthly in arrears and expected to pay within 7 days.

## **Payment and Refund of Fees**

Where possible, payments quoting your name and invoice number hiring should be made direct to the following NatWest bank account:

**Account:** Brabourne and Smeeth Village

**Sort Code:** 60-01-21

**Account Number:** 00527874

Refunds can be made directly to your bank account if relevant details are provided to the booking manager. Such personal information will be kept secure and used only in accordance with our Privacy Policy.

## **Cancellation**

We reserve the right to cancel the booking by giving you written notice in the event of:

- i. the hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, or referendum;
- ii. our reasonable consideration that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- iii. the premises becoming unfit for your intended use;
- iv. 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 we will refund any monies already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

## **Supervision**

During the period of the hiring, you will be responsible for:

- i) supervision of the premises, the fabric and the contents;
- ii) care of the premises, safety from damage however slight or change of any sort;
- iii) the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to avoid obstruction of the fire escapes to the building and the highway. You will be responsible for ensuring that all fire exits and doors to the building are not obstructed in any way.

As directed by us, you must 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.

## **Use of Premises**

You must not use the premises (including the car park) for any purpose other than that described in the booking request and must 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 on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises.

## **Capacity**

There shall, in addition to you, be a minimum of one competent attendant on duty on the premises to assist people entering and leaving, none of whom shall be less than 21 years of age. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the firefighting equipment available, how to call the Fire Brigade and evacuation procedure, which is available on the internal door in the entrance hall, on the door in the main hall and on the door in the kitchen

The number of people on the premises shall not exceed 150. The number of attendants on duty must be not less than one adult attendant for up to 100 persons, two adult attendants for 100-150 persons.

## **Insurance and indemnity**

1. i) You are liable for:
  1. a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage or its contents

2. b) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence done to our WiFi service, stage lighting, microphone(s) sound system and overhead projector.
  3. c) all claims, losses, damages and costs made against or incurred by us, our self-employed contractors, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising because of your use of the premises (including the storage of equipment) and your use of our WiFi service, stage lighting, sound system, microphone(s) and overhead projector and
  4. d) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service, stage lighting, microphone(s), sound system and overhead projector, and subject to sub-clause (ii), you must indemnify us against such liabilities.
2. ii) We will take out adequate insurance to insure the liabilities described in sub-clauses (i)a) and (i)b) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)c) and (i)d) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
1. a) any insurance excess incurred and
  2. b) the difference between the amount of the liability and the monies we receive under the insurance policy.
3. iii) Where we do not insure the liabilities described in sub-clauses (i)c) and (i)d) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to our booking manager.

We are insured against any claims arising out of our own negligence.

If you have arranged to use the sound system, stage lighting overhead projector and/or microphones, please remember to switch them off and return the microphones, remote controls and cables to the drawer in the A/V cabinet.

### **Gaming, Betting and Lotteries**

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries. No gambling or entertainment of an adult or sexual nature shall be permitted on the premises

### **Licences**

We have a Premises Licence authorising regulated entertainment only.

(i) You agree that if regulated entertainment, not covered by our Premises Licence, is to be held you must obtain our consent to give notice of a TEN to the licensing authority which is Ashford Borough Council. We will advise if a TEN is not needed.

(ii) You agree to give us notice of your intention to provide alcohol at the event and to give notice of a TEN to the licensing authority which is Ashford Borough Council.

If you fail to comply with (i) or (ii) above, we will cancel the hiring without compensation. This is because there is a limit on the number of TENs that can be granted annually for any premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.

You are responsible for obtaining and complying with, any additional licenses for activities *not* covered by our Premises Licence<sup>1</sup>, or the basic PRS/PPL licence we hold for the performance and playing of music. You should note that we do not have a TV licence **nor are we licensed for the sale of alcohol**. You may only use the premises for "licensable activities" between the hours of 18:00 and 01:00 hours or as otherwise specified in the Premises Licence unless authorised by Ashford Borough Council or by us.

You will need to give a Temporary Entertainment Notice (TEN) to the Licencing Authority (HDC) to hold any licensable activity (including for the sale of alcohol) not covered by our Premises Licence. The booking manager will advise on the procedure to be followed and authorise the notification in advance. Failure to seek our authority in advance will result in cancellation of the hiring without compensation. You must provide the booking manager with a copy of the TEN endorsed by the Licencing Authority.

You must not use or employ anyone to use, any special effects equipment (eg lasers) without prior permission from HDC. **NOTE: Artificial smoke / smoke capsules must never be used in the hall as these will activate the fire alarm system.**

**Bouncy castles can be used in the hall as long as you or the supplier has public liability insurance for the equipment to be used in the hall. Our insurance does not cover this.**

### **Safeguarding Children, Young People and Adults at Risk**

You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS).

### **Public Safety Compliance**

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<sup>1</sup> We are licensed indoors for plays, films, live and recorded music, dance performances, sporting activities and anything similar, from 18:00 to 01:00 Monday – Sunday inclusive

You must also familiarise yourself with and comply with our health and safety policy, health and safety risk assessment and fire safety procedures. In particular you must ensure that fire exits and escape routes are kept clear at all times, fire doors are not wedged open, exit signs are illuminated and that no obvious fire hazards are on the premises.

You must call the Fire Service to any outbreak of fire, however slight, and give details to our booking manager and / or any other committee member via our phone number 07929663 892.

### **Noise**

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

### **Drunk and Disorderly Behaviour and Supply of Illegal Drugs**

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity.

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- (i) no one attending the event consumes excessive amounts of alcohol
- (ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

### **Food, Health and Hygiene**

You must, 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 and thermometer.

### **Electrical Appliance Safety**

You must ensure that any electrical appliances brought by you to the premises and used there are 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 you must make use of it in the interests of public safety.

### **Stored Equipment**

You must not store equipment or related kit belonging to you or your organisation in the hall without our permission. This will normally only be approved for village groups

or for other 'regular' hirers. Where we authorise you to store equipment you must ensure that it is:

- i) stored neatly in the allocated area of the building (or if appropriate and agreed, in other areas such as the kitchen) and not impinge on other hirers' storage areas;
- ii) checked regularly to ensure that it cannot cause damage (e.g. sticking wheels) to the hall floor etc; and
- iii) kept to a reasonable minimum, reviewed at least annually, and any surplus items are disposed of.

**You must not store inflammable or explosive items anywhere in the building.**

We accept 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 we will charge fees each day or part of a day at the hire fee per hiring until the same is removed.

We may, at our discretion, dispose of any items referred to below by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in any of the following circumstances:

1. i) your 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. ii) your failure to dispose of any property brought on to the premises for the purposes of the hiring.

**Smoking and Vaping**

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. You must ensure that anyone wishing to smoke or vape does so outside and disposes of cigarette ends, matches, vapes etc. in a tidy and responsible manner, so as not to cause a fire or litter.

**Accidents and Dangerous Occurrences**

You must report to us as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre, primarily run by the Health and Safety Executive. Our booking manager will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

A file is kept in the kitchen containing the health and safety risk assessment, fire safety information for hirers and other key documentation. A First Aid box is located in the kitchen along with the Accident Report Book.

### **Explosives and Flammable Substances**

You must not bring or use any highly flammable substances in any part of the premises and must not erect any internal decorations of a combustible nature (e.g. polystyrene, cotton wool) without our consent.

### **Heating**

You must ensure that no unauthorised heating appliances are used on the premises when open to the public without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

The heating for the hall is controlled remotely by the committee. If you experience any issues, please contact the committee on phone number 07927 663 892.

### **Animals**

You must ensure that guide dogs, hearing dogs and assistance dogs with their owners are allowed on the premises. You should not allow other animals (including birds) to be brought onto the premises, unless permitted by the committee (i.e. dog training classes).

### **Fly posting**

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and must indemnify and keep indemnified us accordingly against all actions, claims and proceedings arising from any breach of this Condition.

### **Sale of goods**

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

### **Internet Access and Wi-Fi**

You may access the internet via the Village Hall's password protected wi-fi network without charge. Please note that the bandwidth is limited and intended for use by a presenter (i.e. only those who need WIFI should join WIFI). Details of how to access WIFI will be provided on payment of invoice.

### **Tables and Chairs**

You should ensure that the trolleys provided for moving chairs and tables are used in order to avoid injury. Chairs and tables should be stored in the designated places.

You should note that the red chairs should not be stacked in more than sixes; neither should more than six be placed on one of the trolleys to move in or out of the store.

### **End of hire**

You are 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, otherwise we may make an additional charge.

**Our external wheelie bins are strictly for hall maintenance and cleaning use only. Please put any rubbish into the bin liners provided and take all rubbish with you to dispose of at home.**

You are also requested to ensure that tabletops are wiped clean before being stacked in the storage area.

### **No alterations**

You 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 our prior written approval. At our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them, and you must make good to our satisfaction any damage you cause to the premises by such removal.

### **Faults/Damage/Comments**

You are requested to report any faults or damage to the booking manager as soon as possible so that they can be rectified quickly. We welcome comments or observations that you may have about their hire of the Village Hall.

### **No rights**

The hiring constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.

### **Fire Evacuation Plan**

You, or your authorised individual, must take responsibility for familiarising yourselves with the layout of the Hall (**see diagram on page 11**) and the position of fire exits and fire extinguishers, before your event begins.

You should also familiarise yourself, from the instructions on each fire extinguisher, with how to operate the particular extinguisher and the purposes for which the particular extinguisher is to be used.

The Village Hall premises are single floor and the layout is not complicated. The small meeting room may be entered or exited through two doors at either end of the room. If you are using this room, you should ensure that both doors are unlocked to facilitate the use of both exit alternatives.

In the event of a fire, you should follow the Halls Fire Evacuation Plan, copies of which can be found displayed in the entrance hall, main hall and kitchen. A copy is also available in the folder of key documents stored in the kitchen. This is to ensure that the Village Hall is evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999.

You or your authorised individual should:

- shout to occupants to evacuate the Hall through the nearest available exit and to congregate in the car park in the corner furthest from the building, if safe to do so.
- If safe to do so, check that nobody remains in all rooms including the toilets (front and rear of building), kitchen and small meeting room (if in use).

### **Telephone**

The Village Hall has no telephone, so you are advised to bring a fully charged mobile telephone for use in case of emergency.

### **Power Circuits/Heating**

Heating for the hall is controlled remotely for efficiency and cost purposes. Unless requested otherwise by the user, the hall temperature will be maintained at a comfortable setting. You should advise Key holders if the Village Hall needs to be particularly warm or cold and should not adjust the thermostat or individual radiators/heaters as this will result in the Village Hall being too cold or hot for subsequent users.

### **Car Parking**

The Village Hall car park adjoins the Hall and will accommodate approximately 10 cars if they are parked sensibly.

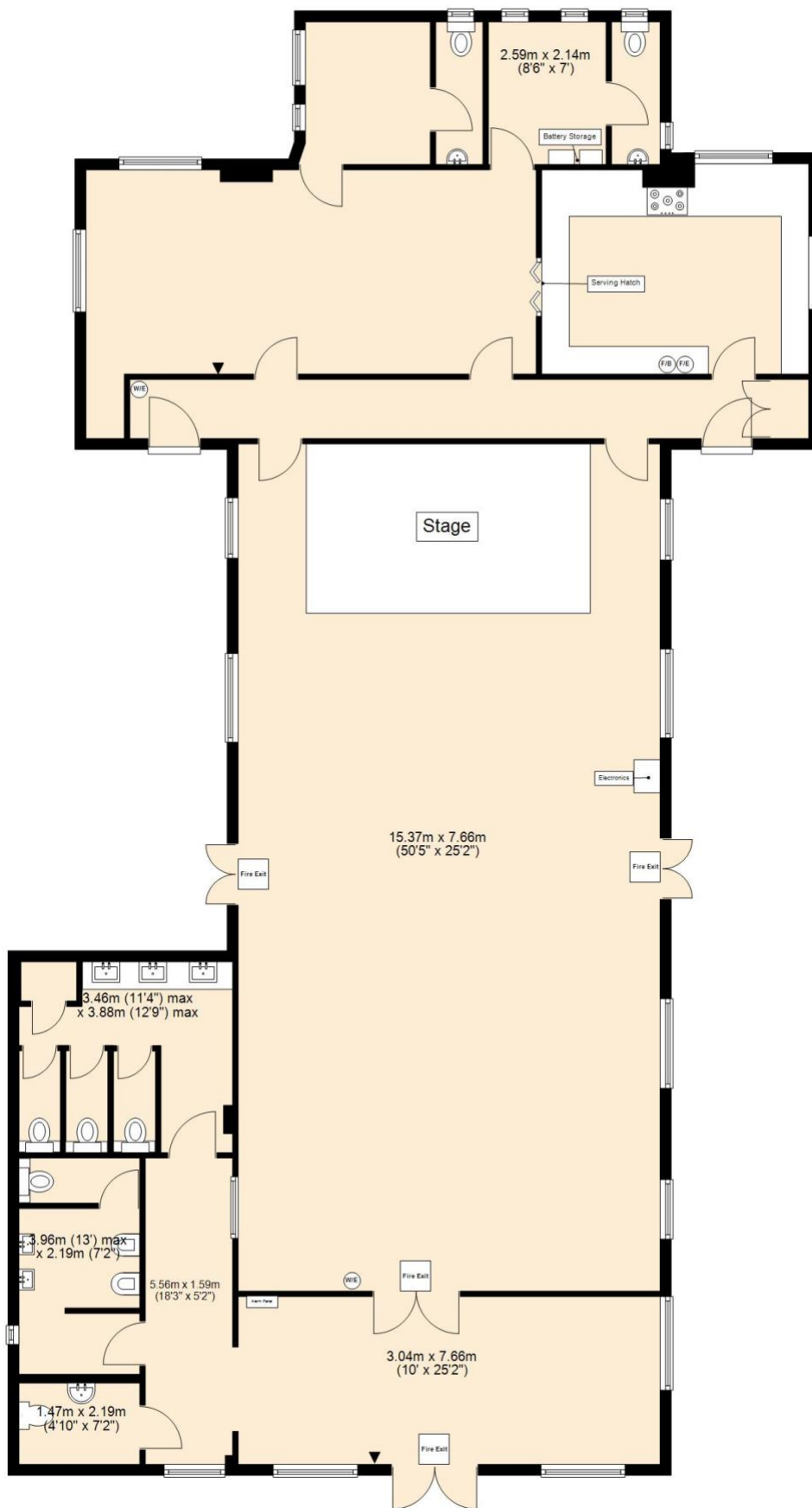
### **Money and other Valuables**

You should note that there are no facilities (e.g. safe) to secure money or other valuables in the hall. Such items must not be deliberately left or kept on the premises.

### **Diagram of Village Hall Layout**

**Ground Floor**

Approx. 260.0 sq. metres (2799.0 sq. feet)



Total area: approx. 260.0 sq. metres (2799.0 sq. feet)