



### **Terms and Conditions of Hire**

All bookings must be made using the hall booking website. Bookings may be made up to one year in advance. Your hire time starts from when you enter the hall, and your end time is when you lock up (inclusive of set up and clearing up).

Key holders may not use the hall without confirmation from the Booking Secretary prior to use. The hire charge of £11 per hour for the hall, £5 per hour for the field or £13 exclusive venture hire for both per hour and your £50 deposit must be paid at the time of booking.

Regular hirers with monthly bookings must pay for their months' use on the first of each month to ensure their bookings remain secured.

Deposits will be returned to the hirer after seven days minus any costs for repairs, additional cleaning or rubbish removal.

The Village Hall does not hold the right to sell alcohol and anyone wishing to sell alcohol should apply to Dover District Council for a temporary licence.

The maximum capacity for the Village Hall is 120 persons. Seating capacity is limited to 80, excluding any marquees.

The hall is a non-smoking area which includes vaping. The hire of the hall is subject to the Terms & Conditions, as set out below.

### **TERMS & CONDITIONS OF HIRE**

Agreements with the Trustees of Lydden Village Hall ("the Village Hall") for the hire of Lydden Village Hall or any part thereof ("the Premises") are subject to these Terms and Conditions of Hire ("the Hire Conditions").

#### **Undertaking by the Hirer**

The Hirer undertakes to adhere to the Conditions of Hire during their hire of the hall.

#### **Supervision by the Hirer**

The Hirer undertakes to be present, or arrange for sufficient competent representatives to be present, throughout the period of hire, to ensure compliance with the provisions and stipulations contained or referred to in the Hire Conditions and any relevant licences.

### **Responsibility of the Hirer**

The Hirer shall be responsible during the period of hire for: -

- Ensuring that the number of people using the Premises does not exceed that permitted for those rooms under the Premises Licence for the purpose of the hire
- Supervision of the use of the Premises and the care of its fabric and contents
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other hirer
- Ensuring that the Premises (including kitchen and toilets) are left clean and tidy with rubbish removed at the end of any hire.
- Ensuring that all equipment, chairs and tables have been returned to their correct storage positions safely, the Premises are cleared of people, all lights and heating switched off, and the building secured by use of the keys supplied, except for any facilities in use by another continuing hire
- 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 or access road
- Ensuring no excessive noise occurs, between the hours of 11 pm to 7.30 am., with a minimum of noise being made by any person on arrival or departure.
- Ensuring that no animals (including birds), except guide dogs are brought into the building, without prior consent of the Village Hall on the occasion of a special event or hire agreed to by the Village Hall
- Ensuring that NO animals whatsoever enter the kitchen at any time
- Ensuring that any electrical appliances brought onto the Premises and used there shall have a valid PAT testing sticker, be safe and in good working order, and used in a safe manner, using Residual Current Circuit Breakers where appropriate.
- Ensuring that no LPG appliances or highly flammable substances are brought onto the Premises without prior consent

### **Fire Regulations**

#### **The Hirer shall:**

- Ensure that the "Emergency Exit" signs are kept illuminated
- Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to the Village Hall
- Appoint a fire monitor to make a list of all persons present to be checked if the Premises have to be evacuated
- Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event The Evacuation Meeting Place is at the bus stop adjacent to The Lydden bell. No person may re-enter the Hall without the permission of the Fire Brigade.

### **Use of Premises**

The Hirer shall not: -

- sub-let or use the Premises for any purpose other than that described in the Booking Form
- use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
- allow the use of drugs on the Premises or allow smoking in the building

### **Car Parking**

Vehicles may be parked only in the car park area and must not park in the space at the side of the hall and must not block access to the side space and/or the entrance of the hall to ensure access to and egress from it by emergency services.

### **Safeguarding**

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults.

Child Protection Policies are the responsibility of the Hirer.

Compliance with other relevant legislation The Hirer shall ensure that the users:

- do not contravene the law relating to gaming, betting, and lotteries
- comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises. A breach of this condition may lead to prosecution by the local authority.

### **Indemnity**

The Hirer shall indemnify and keep indemnified each of the Trustees of the Village Hall and their employees, volunteers, agents and invitees against: (a) the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises

(b) against all actions, claims, and costs of proceedings arising from any breach of the Hall Conditions

(c) all claims in respect of damages, including damage for 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 As directed by the Village Hall, 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

### **Insurance**

Commercial hirers must provide Public Liability insurance (£5,000,000 minimum indemnity)

### **Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to an authorised representative of the Village Hall as soon as possible, and complete the relevant section in the Village Hall's Accident Book. Any failure of equipment, either that belonging to the Village Hall, or brought in by the Hirer must also be reported as soon as possible Stored equipment. The Village Hall accepts no responsibility for any stored equipment or other property

brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The Village Hall may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

#### **No alterations**

No alterations or additions may be made to the Premises. No fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the Village Hall. 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 and become the property of the Village Hall or, be removed by the Hirer. The Hirer must make good to the satisfaction of the Village Hall any damage caused to the Premises by such removal. Decorations may be hung from the ornamental bosses on the side walls of the main hall but not elsewhere. Hirers must produce a certificate that the decorations comply with fire regulations. No Blotack, drawing pins or adhesive tape may be used in the village hall.

#### **Cancellation by the Hirer**

Lydden Village Hall has a strict fourteen-day cancellation policy in place. You must cancel your booking fifteen days or more before the event, anyone cancelling fourteen days or less will still be charged for their hire. This includes all regular hirers.

#### **Cancellation by the Village Hall**

The Village Hall reserves the right to cancel a hiring by written notice to the Hirer in the event of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum or if the Village Hall reasonably consider that:

- (a) such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or b) unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
- (b) the Premises have become unfit for the use intended by the Hirer

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

Interpretation In these Conditions words importing the singular only and the masculine gender only shall respectively include the plural and the feminine gender and vice versa unless inconsistent with the context.