



Petham Village Hall

Insurance guidance note for hirers

Cancellation of bookings

The conditions for hiring space in Petham Village Hall (“the Hall”), imposed by the Management Committee of Trustees of Petham Village Hall Charitable Incorporated Organisation (Charity number 1163331) (“the Trustees”), specify that advance payments of hire fees including partial payments to secure bookings and any balance of hire fees, are refundable in full when a booking is cancelled provided that 4 weeks or more notice is given before the date of the booking. However, such advance payments are forfeit if less than four week’s notice is given. Consequently hirers, particularly those hiring the whole building for a special event such as a wedding reception, may wish to take out their own cancellation insurance to cover the loss of prepaid fees in the unfortunate circumstances that the event has to be cancelled with less than 4 week’s notice.

Public liability

In the event that a person is injured when taking part in an event in the Hall, and lodges a person injury claim against the host who arranged the hire, or the Hall is materially damaged during an event and the Trustees lodge a claim against the hirer, the hirer is at risk of incurring a financial liability. However, to help private individuals to reduce this liability risk when hiring space in the Hall, the Trustees have extended the public liability section of their insurance policy with Ansvr Insurance (policy number: CCP2197581) to include liability cover for hirers of the Hall other than when the premises are used by commercial organisations for business activities, or when used by any lobbying, political or activist groups.

The Trustees’ public liability insurance is subject to a number of matters that are not covered, and also various conditions that must be fulfilled for a claim under the policy to be settled by Ansvr Insurance. The key matters that are covered and not covered together with the related conditions, are set out below along with separate sections for special requirements relating to the use of (i) bouncy castles, (ii) face painting, and (iii) playground equipment, as well as the duties of the Trustees and hirers when lodging a claim under the policy.

Hirers’ insurance cover

The Trustees’ insurance policy indemnifies hirers for all sums they become legally liable for as damages in connection with the hirer’s activities at the Hall following a claim against them for accidental:

- Bodily injury to any person;
- Damage to the premises of the Hall or the contents therein belonging to the Trustees;
- Damage to other material property not belonging to, nor in the custody or control of the hirer.

The liability cover for hirers is an extension to the cover for the Trustees themselves and shares the same total indemnity limit of £5M. Any liability arising from various matters that are cited in the policy as not covered include, but are not limited to:

- The first £250 of claims for damage to the premises of the Hall or material property therein;
- Sporting and physical activities such as gymnastics, climbing (other than on children's playground equipment) and certain events such as firework displays and bonfires;
- Various other activities such as use of airborne lanterns, kite flying, skateboarding, roller-skating;
- Material goods other than food or drink sold or served by the hirer for consumption on the premises;
- Treatment of any kind other than first aid;
- Counselling and advice whether or not given for a fee
- Ionising radiation emitted by any radioactive material including nuclear weapons and any damage from chemical, biological, bio-chemical or electromagnetic devices used as a weapon.

Special requirements for bouncy castles

Hirers using bouncy castles in the Hall or its grounds must ensure that:

- Access to and use of the castle is controlled by an adult authorised by the hirer;
- When used outside, the castle is securely anchored to the ground at each anchor point;
- Each anchor point is signed or otherwise marked, and is wrapped to prevent injury;
- Soft matting is used to cover any hard surfaces to the front or any open sides of the castle.

Further recommendations are set out in the Bouncy Castles Guidelines.

Special requirements for face painting

If hirers apply face paints in guests at their event, they must ensure that they are not applied to any person who:

- Is under 3 years old;
- Has open cuts or sores on their face;
- Has a cold sore or conjunctivitis or any other infectious skin condition.

Hirers must also:

- Carry out a skin test where any person has food allergies or is allergic to soaps, skin creams and the like;
- Clean any equipment between each application;
- Use only professional face paints that comply with current safety legislation and regulations.

Special requirements for playground equipment

When making use of the playground equipment in the grounds of the Hall, the hirer must ensure that the equipment is supervised at all times when in use by a responsible person authorised by the hirer.

Claims procedure

The following conditions must be complied with by both the hirer and the Trustees when making a claim.

- The hirer must notify the Trustees as soon as is reasonably possible when the hirer becomes aware of a possible claim;
- The Trustees must notify Ansvar Insurance as soon as is reasonably possible when the Trustees become aware of a possible claim;
- If the claim relates to, or includes, any allegations or proceedings against the hirer, the Trustees and the hirer shall (i) not admit, deny, negotiate or agree a settlement without written consent from Ansvar Insurance; (ii) send to Ansvar Insurance unanswered, every writ, summons or other communication immediately it is received without making any acknowledgement; (iii) send to Ansvar Insurance written details of any related inquest legal inquiry, prosecution or procedure immediately it is known to the Hirer or the Trustees.
- The hirer and the Trustees shall (i) provide all assistance, information and documentation that Ansvar Insurance may reasonably require within any reasonable timescales the company may set; and (ii) not abandon any property to Ansvar Insurance.
- If requested by Ansvar Insurance, the hirer and the Trustees shall: (i) complete the company's appropriate claim form and (ii) provide a statutory declaration of the truth of the claim.