



Terms and Standard Conditions of Hire for Online Bookings

When space in Petham Village Hall is hired, the hire is subject to the following terms and conditions that the hirer is deemed to have accepted when a provisional booking is confirmed as set out below.

General

The Management Committee of Trustees of Petham Village Hall Charitable Incorporated Organisation (Charity number 1163331) ("The Committee" or 'we' or 'us') grants hirers ('you' or 'they') the right to use such part of the premises of Petham Village Hall (the 'Hall' comprising the village hall building and its surrounding grounds) and for such period of time, as determined between you and us at the time the use is booked, on the basis of the following terms and conditions. You are deemed to have read, understood and accepted these terms and conditions at the time that a provisional booking is confirmed by either payment of a holding deposit or payment of the full amount of the hire. Any personal information and data that you provide to us will not be shared with third parties and a copy of our data protection policy is available inside the Hall.

Booking conditions

1. Bookings are confirmed if a holding deposit of one third of the total charge is paid within 14 days of making the booking.
2. A holding deposit is returnable in full if an event is cancelled with 4 or more weeks' notice but is forfeit if less than 4 weeks' notice is given.
3. The balance is payable 4 weeks before the event, together with a damage deposit of £50.00 for children's parties; £150.00 for adult parties; and £300.00 for whole weekend special occasions. A damage deposit amount other than this may be requested by the Committee at its sole discretion.
4. Damage deposits are returnable within 28 days of the event, but all or part may be withheld by the Committee if: (i) any part of the building's structure or contents suffers significant damage in respect of which we incur costs in repairing or replacing and/or (ii) the Hall is left by you in an unsatisfactory state of cleanliness or tidiness at the end of the hire.
5. Residents living in the parish of Petham are eligible for a 25% discount on hire charges when the event is a private function but not if booked on behalf of a third-party organisation.
6. Hirers must disclose the intended activity when requesting a hire, and the Committee reserves the right to refuse use of the building for the activity concerned.

Supervision

During the period of hire, you are responsible for:

- supervision of the premises:
- the care and safety from damage of, and avoidance of any changes to, the fabric of the building and its contents:
- the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements to avoid obstruction of the highway.

You 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 subject to the deduction of any pre-paid damage deposit.

Use of Premises

You shall not use the premises for any purpose other than that declared at the time of booking and you shall not sub-let or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring on to 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.

Parking

You should ensure that all guests attending the Hall do not park vehicles on the footpaths in the vicinity of the Hall and use only its car park or the carriageway of roads in the village of Petham where parking is permitted.

Gaming, Betting & Lotteries

You shall ensure that nothing is done on, or in relation to, the premises in contravention of the law relating to gaming, betting, and lotteries.

Licences

The Committee's licence with the Performing Rights Society permits the use of copyright music in any form e.g., records, CDs, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Hall, you should ensure that you hold the relevant licence. The Committee holds a Premises Licence and if you intend to supply or sell alcohol at an event in the Hall you must abide by the Hall's Sale and Supply of Alcohol Policy that sets out your responsibilities. Please note that a bar may be set up inside the building only and not in the grounds.

Hours of Opening

The Hall may be used between 08:30 and 23:30 Sunday to Thursday inclusive, and between 08:30 and 00:30 on Friday and Saturday save that the supply of alcohol is limited to 23:30 every day and the playing of music is limited to 00:00. Within these times, morning, afternoon, and evening sessions may be booked with the Bookings Secretary, which ordinarily will commence at 09:00, 14:00 and 19:00 respectively.

Public Safety Compliance

You shall comply with all conditions and regulations made in respect of the premises by the Fire and Rescue Service, Local Authority, or otherwise, particularly in connection with any event which constitutes

regulated entertainment, at which alcohol is sold or which is attended by children.

Full information on fire precautions, together with a plan showing the hall layout and position of appliances will be provided when hirers collect the Hall key. It is important therefore to allow time before the event to check the following:

- The action to be taken in the event of fire, including calling the Fire and Rescue Service and evacuating the hall.
- The location and use of fire equipment.
- The escape routes and the need to keep them clear.
- The method of operation of escape door fastenings.
- The importance of any fire doors and of closing all fire doors at the time of a fire.
- 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.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

Means of Escape

All means of escape from the premises must be kept free from obstruction and immediately available for instant free public exit. Note that the power supply to the emergency lighting and the signs showing the exit routes and fire exits are operated by an automatic mains failure switching devices.

Outbreaks of Fire

The Fire and Rescue Service should be called to any outbreak of fire, however slight, and details thereof shall be given to the Chairperson of the Committee. (Linda Spratt 01227 700470)

Health and Hygiene

When preparing, serving, or selling food for consumption on the premises, you shall observe all relevant food health and hygiene legislation and regulations. Dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations, see the safety chart displayed in the kitchen. The kitchen is equipped with a fridge/freezer.

Electrical Appliance Safety

You shall ensure that any electrical appliance that you bring into the premises for use therein shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations.

Indemnity

You shall indemnify, and keep indemnified, each member of the Committee together with any employees, volunteers, agents and invitees of the Committee, against: (i) the cost of repairs of any 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 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 you; and (iii) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of your use of the premises.

The Committee reserves the right to request that, as an additional condition of hire, you take out adequate against any claims arising because of the hire, and on demand shall produce an extant certificate

of insurance or other evidence cover covering the date of the hire. Failure to produce such a certificate or evidence of cover if insurance under this section has been requested, may render the booking for the hire void and enable the Committee to rehire the premises to another hirer. All commercial users of the hall will be expected to hold appropriate Public Liability Insurance.

The Committee holds public liability insurance against any claims arising out of its own negligence.

Accidents & Dangerous Occurrences

You must report all accidents involving any injury to the public to a member of the Committee as soon as possible and complete the relevant section in the Hall's Accident Book (*kept in the kitchen drawer with the First Aid sign*). Any failure of equipment belonging to the Hall or brought in by you must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. (*See the Hall's Health & Safety Policy*). Assistance in completing this form may be requested from the Booking Secretary. This is in accordance with the Reporting of Injuries, Diseases & Dangerous Occurrences Regulations (RIDDOR).

Explosives and Flammable Substances

You must ensure that:

- No highly flammable substances are brought into the Hall, or used in any part of the premises and that:
- No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) erected without the consent of the Committee. No decorations are to be put up near light fittings or heaters. Permitted decorations may be attached to the wooden beams or the room divider with Blu-tack or similar fixatives or the hooks already in position, but no pins or adhesives may be used, nor may decorations be fixed to the plaster walls or the acoustic panels in the small hall (see the notice on wall adjacent to these).
- No materials may be ignited on the premises giving rise to a naked flame other than birthday cake candles and tea lights.

Heating Appliances

You shall ensure that no unauthorised cooking or heating appliances, including those fuelled by liquefied propane or butane gas, are used on the premises when open to the public without the consent of the Committee

Drunk and Disorderly Behaviour and Supply of Illegal Drugs

You shall ensure that to avoid disturbing neighbouring properties and avoid any violent or criminal behaviour, you must take care to ensure that no excessive consumption of alcohol takes place in the Hall during your period of hire. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk. Alcohol may not be bought for consumption by anyone who is, or appears to be drunk, nor served to anyone under the age of eighteen. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way may be asked to leave the premises. No illegal drugs may be brought onto the premises. You shall ensure that the Hall is not used for any events involving lewd behaviour or involving nudity, other than during recognised art classes.

Animals

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

Compliance with the Children and Families Act 2014

You shall ensure that any activities involving children under eight years of age comply with the provisions of the Children and Families

Act and that only fit and proper persons have access to the children. In the case of organisations involved in childcare activities in the Hall, you must ensure that you and any other adults involved in such care hold a clear certificate from the Disclosure and Barring Service (DBS checks may also apply where children over eight and vulnerable adults are taking part in activities). The Committee may request that such organisations a copy of their Child Protection Policy.

Compliance with the Disability Discrimination Act

To provide a reasonable method of making access to the hall possible for disabled people in compliance with the Disability Discrimination and Equality Acts, the Committee will seek to arrange for a representative to assist a disabled hirer in opening and closing the Hall if required. As a corollary to this, and to ensure safe use of the premises, hirers should ensure that a disabled person or persons who participate in opening or closing the Hall are similarly assisted if required.

Fly Posting

You shall indemnify and keep indemnified each member of the Committee against all actions, claims and proceedings arising from any fly posting or any other form of unauthorised advertising by you for any event taking place at the premises. It should be noted that unauthorised advertising may lead to prosecution by the local authority.

Sale of Goods

You shall comply with Fair Trading Laws and any code of practice used in connection with sales of goods on the premises, where selling is on a commercial basis. You 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. Charity and jumble sales are excepted from the above.

Cancellation

The Committee reserves the right to cancel a hiring by written notice in the event of:

- The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election:
- The Committee considering that: (i) a hiring will lead to a breach of licensing conditions, or of the charitable status of the hall, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place on the premises because of the hiring:
- The premises become unfit for the intended use:
- An emergency event 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:
- The premises being required in connection with a local funeral.

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

End of Hire

You shall ensure that the premises are left 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 the Committee shall be at liberty to make an additional charge.

Noise

You shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. When using any sound amplification equipment, you shall cease to use it after 23:30 Sunday to Thursday, and midnight on Friday and Saturday and comply with the licensing condition at the premises.

Stored Equipment

The Committee accepts no responsibility for any stored equipment, or any other property brought on to or left on 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 a fee may be charged according to the period such property remains on the premises.

In the event of any of the following circumstances:

- In respect of stored equipment, failure to pay any storage charges due payable or to remove the same within seven days after the storage period has ended:
- In respect of any other property brought onto the premises for the purpose of the hiring, failure to remove the same within seven days after the hiring:

the Committee may at its discretion dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge you any costs incurred in storing and selling or otherwise disposing of the same.

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 approval of the Committee. Any alteration, fixture or fitting so approved shall become the property of the Hall at the end of the hire unless you have removed it and made good to the satisfaction of the Committee any damage that is caused to the premises by such removal.

No Rights

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

Right of refusal

The Committee reserves the right to refuse use of the Hall at their discretion.

Special Conditions for Use of Petham Village Hall

These requirements, specific to us, must be observed in addition to the Standard Conditions. They are based on children's safety, on concern for our premises and on past experience. We want you to enjoy your event but would like to feel able to welcome you back.

All use of the outside area by children of any age must have full adult supervision.

The following are **not** permitted:

- Smoking in the landscaped garden area at the rear
- Children playing in the parking area or road
- Climbing on the log walls
- Trespassing in the nearby fields
- Picking flowers from the garden

The sandpit is locked and is for the use of regular play groups only.

Neither the cooker nor the fridge freezer should be turned off at the mains. The temperature settings of the fridge/freezer or the positions of its shelves must not be changed.

Decorations in the Hall may be fixed to the timber frame or to the partition between the halls (but not to the walls) with Blu-tack or similar low-tack adhesive but not Scotch tape/Sellotape/drawing pins etc. and must be removed at the end of the event. Hooks, already in position can be used, but no further ones should be added. You shall ensure that Blu-tack is not used on or near the track of the moveable partition between the large and small halls nor on the acoustic panels in the small hall (see the notice adjacent to these).

The removable stage may not be used unless it has been pre-booked as it must only be erected and dismantled by trained operators. The Committee accepts no responsibility for injury caused if the stage is moved or used by hirer.

Please take away with you all glass bottles and all materials that could be recycled. Other waste, including used nappies, should be similarly taken away with you or left in black plastic sacks in the Biffa waste bin at the front of the Hall just outside the kitchen door behind the Clothes Bank. If the bin is full, please take any extra waste away with you.

Please ensure that your guests put cigarette ends in the bins provided at the front of the building and any left elsewhere should be swept up before you leave.

If the Hall's tablecloths are used, they must be taken away for washing and returned as soon as possible.

Please check before you leave that all areas in the Hall that you have used are in the same state of cleanliness and tidiness as they were when you arrived.