

## BENENDEN VILLAGE HALL

### REGULATIONS AND CONDITIONS OF HIRE OF THE VILLAGE HALL

#### 1. Booking

The hirer is required to sign a booking form agreeing to the charges and conditions of hire. The booking will be confirmed on receipt of a signed, completed booking form and the booking deposit. All hirers must be at least 18 years of age. Anyone making a booking on behalf of someone under 18 must be aware of the responsibilities for which they will be liable.

Any alterations of the booking times need to be negotiated with the Village Hall Manager. The Village Hall Trustees reserve the right to (a) ensure payment in advance (b) refuse a booking (c) alter the charges and conditions of hire of ensuing year. ***Provisional bookings without a booking form and deposit can only be held for a maximum of 10 days.***

#### 2. Cancellations

Cancellation of a booking by a Hirer must be in writing (or email) to the Village Hall Manager and will only be effective once confirmed by them. The cancellation will be effective from the day of receipt of such notice. If the Hirer needs to cancel a booking, for whatever reason, they will then become liable to pay a cancellation fee as follows: ***The booking deposit is not refundable.***

- 8 weeks prior to event - Full refund
- 4 weeks prior to event - 50% refund
- 2 weeks prior to event - 25% refund
- Less than 2 weeks - no refund

The Trustees reserve the right to cancel this 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 by-election.
- The Trustees reasonably considers that a breach of licensing conditions, legal or statutory requirements or unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- The premises becoming unfit for the use intended by the Hirer
- The occasional cancellation of a regular discounted booking

In cases of cancellation by the Trustees, the hirer shall be entitled to reimbursement by cheque or online transfer, of such monies previously paid by the Hirer. The Trustees shall not be liable to meet any other costs or make any further payment to the Hirer.

#### 3. Deposits

##### (a) Non-Returnable Booking Deposit

A non-returnable booking deposit of either £50 or £100 is required, dependent on the size of event. For bookings of £50 or under payment in full will be required at the time of booking. Preferably payments should be made by BACS transfer using the details on the booking form. If this is not possible, a cheque made payable to 'Benenden Village Hall' will be accepted.

***All events must be paid for in full at least two weeks prior to the event if paying via BACS, or not less than three weeks if paying by cheque.***

##### (b) Returnable Deposit Against Damage

A £300 returnable deposit against damage is required at time of booking for large events or events supplying/selling alcohol.

A £50 returnable deposit against damage is required when hiring the projector and screen, the sound system and microphones or the stage lighting system.

***The damage deposit must be paid by a separate cheque made out to 'Benenden Village Hall'. It shall be destroyed/sent back to the Hirer after the event, as long as no damage has been caused. Please do not date the cheque.***

#### **4. Liability of Hirer**

The Hirer must comply with all Health and Safety regulations made in respect of the premises. Nothing should be done that will endanger the safety of the people or render invalid the insurance policies relating to the hall and its contents.

By signing the booking form, the Hirer undertakes to reimburse to the Village Hall all costs, charges or expenses which may be incurred by them as a result or consequence of such damage or loss. In the event of an insurance claim being made under the Charity's policy for loss, damage or liability, then the Hirer shall pay the excess charge.

Hirers are advised to arrange insurance cover for the period of hire to meet any claims for which they may be held liable.

#### **5. Safety and Supervision**

The Hirer must be present during the event and is responsible for ensuring that the premises are only used for the purpose described in the booking agreement and may not sub-hire or allow the premises to be used for any unlawful purpose.

During the period of the hiring, the Hirer is responsible for the supervision of the premises and the care of its fabric and contents, to ensure safety from damage. The Hirer is also responsible for the supervision of the behaviour of all persons using the premises during the event.

Children should not enter the kitchen except under careful supervision. Avoid overcrowding in the kitchen. Close supervision of children is also required on the stage and in the car park.

The upper balcony should not be used unless authorised in writing by the Hall Manager.

#### **6. First Aid**

A First Aid kit is situated in the kitchen. The Accident Book kept with it should be completed if any accident occurs. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre which is available from the Hall Manager.

#### **7. Fire Safety**

Ensure that you and your group become familiar with the location of the fire exits, evacuation alarms and fire extinguishers. In the event of a fire, however slight, your priority should be to evacuate everybody from the building and to summon the Emergency Services. Make sure that emergency exit doors are clear from obstructions at all times.

Do not use candles in the hall without advance permission from the Hall Manager. Liquid petroleum installations of any kind, gas lamps, oil lamps, candle lamps shall not be installed or used within the premises. Electric lamps and other electrical appliances used within the stage area should be sited so that they are not liable to come into contact with the drapes, scenery or properties.

Fireworks and Chinese lanterns are not permitted in any circumstances.

## **8. Electrical Equipment**

All equipment brought into the hall must be Portable Appliance Tested (PAT) and approved for use. The Trustees do not accept any responsibility for equipment belonging to the Hirer used in the hall during a hiring, nor any damage however caused. Such equipment is the sole responsibility of the Hirer. Do not operate or touch any electrical equipment where there are signs of damage, exposure of components or water penetration.

## **9. Discos and Bands**

These are only allowed if agreed in advance and must end at 11pm. There is a 100-decibel automatic cut out to control noise levels. No public advertising is permitted. The Hirer should ensure that doors and windows are kept closed while amplified music is being played and that the function does not cause a nuisance to neighbours.

## **10. Food Health and Hygiene**

If preparing, serving or selling food, the Hirer should ensure that all relevant Food Health and Hygiene regulations are observed. Children are not permitted in the kitchen except under careful supervision and particular care should be taken when using any kitchen or cooking equipment. All food is to be removed at the end of the hire period by the Hirer.

## **11. Compliance with the Children Act 1989**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to the children

## **12. Sale of Goods**

The Hirer must, if selling goods on the premises, comply with Fair Trading Laws and any Code of Practice used in connection with such sales.

## **13. Alcohol**

If you plan to have alcohol at your event (regardless of whether it is from a bar or 'bring your own'), the Hirer is responsible for ensuring that: -

- a) permission is granted from the Hall Manager;
- b) no-one under the age of 18 consumes alcohol. The Benenden Village Trust reserve the right to enter the building at any time during the event and close the function if minors are found to be consuming alcohol on the premises;
- c) person(s) becoming unruly or incapable is/are removed from the premises;
- d) Licensing laws are abided by fully;
- e) no nuisance or damage is caused to residents or their property;
- f) no alcohol be served or sold after 11pm

Failure to comply with these conditions can result in immediate cancellation of your event without notice, refund or compensation.

A £300 returnable damage deposit cheque is required for all events selling or supplying alcohol.

Hirers are able to use the Hall's Alcohol Licence at a cost of £25. Alternatively, a Temporary Event Notice (TEN) can be obtained from Sevenoaks District Council. If obtaining a TEN the Hirer needs to allow 10 working days for the licence to be issued. A copy of the TEN must be given to the Hall Manager in advance of the hall hire date.

#### **14. Showers and Changing Rooms**

Permission must be obtained from the Hall Manager to access these rooms.

#### **15. Facilities**

Heating and lighting are included in the hire charge. Prior arrangement must be made for using the stage, PA system, microphones, projector and screen, stage lighting system and piano. The Hirer is responsible for ensuring that any equipment used is put back in the correct place after use. The Hirer must pay for any equipment either broken during the hire period or loss of equipment. Any failure of equipment belonging to the hall should be brought to the attention of the Hall Manager or Caretaker as soon as possible.

#### **16. Accidents and Damage**

The Benenden Village Trust reserves the right to make an additional charge, or retain any damage deposit paid, to meet the cost of replacement of any broken items, or reparation to the building. The Hirer must pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for any loss of contents. Any damage or breakages should be brought to the attention of the Hall Manager or Caretaker as soon as possible.

#### **17. Preparing and Clearing Away**

The period booked must allow adequate time for preparation and clearing up.

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached to any part of the premises (other than the hooks provided on the walls of the main hall) without the prior approval of the Hall Manager.

Tables and chairs are available both in the small hall cupboard and main hall cupboard. Take care moving them and use the trolley provided when moving the chairs. Please clean, stack and return all tables and chairs to the appropriate cupboard after use.

Please do not allow your guests to flush sanitary products and nappies down the toilets (use the sanitary bins provided). Please ensure the toilets are left in good condition at the end of your event.

On leaving, all lights should be turned off and the building should be left in a clean condition with all rubbish and articles removed. Please leave quietly so as not to disturb nearby residents. Please note no glass recycling should be carried out in our car park after 9pm.

If hirers do not leave the hall by the agreed time, an additional charge may be made.

## **18. Personal Belongings**

The Benenden Village Trust accepts no responsibility for any equipment or other personal property brought onto or left on the premises by the Hirer, and all liability for loss or damage is hereby excluded. All equipment and other property must be removed at the end of each hiring, or an additional booking fee will be charged to the Hirer. The Benenden Village Trust reserves the right to request the Hirer to remove their equipment at any time.

Hall Manager – 07419 989830 [enquiries@benendenvillagehall.org](mailto:enquiries@benendenvillagehall.org)

Caretaker and Facilities – 07368 148884

*Benenden Village Hall, The Street, Benenden, Kent, TN17 4DE*

*Benenden Village Hall is an asset of the Benenden Village Trust, Registered Charity 1176351*