EGERTON VILLAGE HALL

Registered Charity No. 293644

STANDARD TERMS AND CONDITIONS OF HIRE

If the Hirer is unsure about any of these Terms and Conditions, they should contact the Bookings Clerk before confirming the booking.

Introduction

These Terms and Conditions form part of the hire agreement between Egerton Village Hall and the Hirer. By confirming a booking, the Hirer agrees to comply with these Terms and Conditions throughout the Hire Period and to ensure that all persons attending the Event also comply with them.

Definitions

The Hall
Egerton Millennium Village Hall, Elm Close, Egerton, Ashford TN27 9DS. The land surrounding the Hall is not included in the hire unless specifically agreed (see *Land Outside the Hall*).

The Committee
The Egerton Village Hall Management Committee, responsible for the management and operation of the Hall.

The Hirer
The individual (aged 18 or over), organisation or other body making the booking and responsible for the hire.

Booking Confirmation
The written confirmation issued by the Bookings Clerk confirming acceptance of the booking.

Hire Period
The dates and times stated in the Booking Confirmation.

Hire Fee
The agreed charge for hiring the Hall.

Booking Security Deposit
The refundable deposit held against loss, damage, additional cleaning or other costs arising from the hire.

Event
The activity or function for which the Hall has been hired.

BOOKINGS

1. Booking and Confirmation

a. Booking requests must be made to the Bookings Clerk using the Booking Form or by email. The Hirer must provide all information reasonably requested, including contact details, the nature of the Event, expected attendance, and the requested dates and times.

b. A provisional booking will normally be held for up to 14 days pending receipt of the Booking Security Deposit and any payment due.

c. A booking is not confirmed until the Hirer has received a written Booking Confirmation from the Bookings Clerk.

d. The Committee reserves the right to refuse any booking.

e. Requests to change the date, time, nature of the Event or expected attendance must be made in writing and are subject to availability. Additional charges may apply.

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2. Hire Fee and Payment

a. Hire charges will be those in force at the time the booking is confirmed.

b. The Booking Security Deposit must be paid within 14 days of the booking request unless otherwise agreed. Failure to pay may result in cancellation of the provisional booking.

c. Payment must be made by bank transfer.

d. Any balance due must be paid in accordance with the payment schedule below.

e. The Booking Security Deposit will be returned within 21 days after the Event, provided the Hall has been left in a satisfactory condition and no additional charges are payable.

f. If the Hall is used beyond the booked Hire Period without prior agreement, additional hire charges will be payable at the current hourly rate.

Total Booking Cost (including Security Deposit)	**Payment Due**
£150 or less	Full payment at the time of booking
More than £150	Booking Security Deposit at the time of booking, with the balance payable 60 days before the Event

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3. Cancellation

By the Hirer

Notice Given	**Refund**
More than 30 days before the Event	Full refund
30 days or less before the Event	Hire Fee less the Booking Security Deposit
Less than 48 hours before the Event	No refund

All cancellations must be made in writing to:

egertonvillagehallbookings@gmail.com

The Committee may, at its discretion, make an alternative refund where exceptional circumstances apply.

By the Committee

The Committee may cancel a booking if:

- the Hall becomes unavailable because of emergency, essential repairs or circumstances beyond the Committee's reasonable control;
- continued use of the Hall would be unsafe;
- the Hirer has provided false or misleading information when making the booking; or
- the Hirer breaches these Terms and Conditions.

Where the Committee cancels for reasons beyond the Hirer's control, the Hirer will be offered either:

- an alternative date (subject to availability); or
- a full refund of all monies paid.

The Committee shall not be liable for any indirect or consequential loss arising from the cancellation.

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4. Capacity

The maximum permitted occupancy of the Hall must not be exceeded.

Use	**Maximum Number**
Dancing only	250
Seated at tables	150
Mixed seated and dancing	200
Closely seated audience (temporary seating)	196

For events open to the public, the Hirer must ensure that the maximum permitted capacity is not exceeded and, where appropriate, keep a record of attendance. The Committee or an authorised officer of the Local Authority may request to inspect this record.

HALL USE

General Responsibilities of the Hirer

1. During the Hire Period, the Hirer is responsible for the supervision of the Hall, its contents and all persons attending the Event. The Hirer must take reasonable care to protect the Hall from damage, loss or misuse and ensure that those attending behave in a safe and responsible manner.

2. The Hirer must not sub-let the Hall or transfer the booking to another individual or organisation without the Committee's prior written consent.

3. The Hall must not be used for any unlawful purpose or in any unlawful manner. The Hirer must not bring onto the premises anything that may endanger the Hall, its occupants or invalidate the Hall's insurance or Premises Licence.

4. The Hirer is responsible for any loss, damage or injury arising from the hire where caused by the acts or omissions of the Hirer or persons attending the Event. The Hirer will be responsible for the reasonable cost of repairing any damage to the Hall, its fixtures, fittings or contents occurring during the Hire Period, other than fair wear and tear. Such costs may be deducted from the Booking Security Deposit.

At the end of the Hire Period, the Hirer must:

- leave the Hall, kitchen, toilets and entrance areas clean and tidy;
- remove all personal belongings, decorations and equipment;
- remove all rubbish from the Hall and site or dispose of it in accordance with the Hall's instructions;
- return all tables, chairs and equipment to their usual positions;
- ensure all windows and doors are closed and secured;
- switch off lights, water, cooking appliances and other equipment provided for the Hirer's use (unless instructed otherwise); and
- leave the Hall safely secured.

Where additional cleaning, waste disposal, repairs or replacement are required, the Committee may deduct the reasonable cost from the Booking Security Deposit or recover any additional costs from the Hirer.

5. Reporting Damage

The Hirer must report any damage, breakage, accident or defect affecting the Hall or its equipment to the Bookings Clerk as soon as reasonably practicable and, in any event, within 24 hours of the Event.

6. Accidents

Any accident involving injury requiring medical treatment or attendance by the emergency services must be reported to the Bookings Clerk as soon as reasonably practicable.

7. Electrical Equipment

Any electrical equipment brought into the Hall by the Hirer or their contractors must be safe, suitable for its intended use and used in accordance with the manufacturer's instructions. The Committee reserves the right to require unsafe equipment to be disconnected or removed.

8. Only assistance dogs and other assistance animals recognised under the Equality Act 2010 are permitted inside the Hall unless the Committee has given prior written consent.

9. Decorations may be used provided they do not damage the Hall. Nails, screws, drawing pins, staples, Blu Tack, adhesive tape (including duct tape) or any similar fixing must not be used on painted, wooden or other finished surfaces unless expressly authorised by the Committee.

Alcohol and Smoking

10. Sale of Alcohol

For events where the hirer lives in Egerton or the organisation is based in Egerton, alcohol may be sold in accordance with the Hall's Premises Licence. The bar must close no later than **11.30 pm**.

For all other events where alcohol is to be sold, the Hirer is responsible for obtaining a Temporary Event Notice (TEN) and for complying with all licensing requirements.

The sale of alcohol to anyone under the age of 18 is prohibited. Hirers are responsible for ensuring that appropriate age verification procedures are followed where alcohol is sold.

Where alcohol is supplied free of charge rather than sold, the Hirer remains responsible for ensuring it is provided lawfully and responsibly.

11. Smoking and Vaping

Smoking and vaping are not permitted anywhere inside the Hall.

Fire and General Safety

12. The Hirer must comply with all applicable fire safety requirements, the conditions of the Hall's Premises Licence and any reasonable instructions issued by the Committee.

13. Fire Alarm

If the fire alarm is activated during the Hire Period, the Hall must be evacuated immediately.

The Hirer must notify the Bookings Clerk as soon as reasonably practicable after the Event if:

- the Fire and Rescue Service attended; or
- the alarm was activated for any reason.

14. Means of Escape

All fire exits, escape routes, fire doors and fire-fighting equipment must remain unobstructed and readily available at all times.

Fire exits must not be wedged open or secured in a manner that prevents their proper operation.

Before leaving the Hall, the Hirer must ensure that all emergency exit doors are securely closed.

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15. Heating Appliances

Portable heating appliances must not be brought into or used in the Hall without the Committee's prior written consent.

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16. Candles and Naked Flames

Candles, tea lights, fireworks, pyrotechnics and any other naked flames are not permitted inside the Hall unless the Committee has given prior written approval.

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17. Hazardous Materials and Decorations

Explosives, fireworks, flammable gases, hazardous chemicals and other dangerous substances must not be brought into or used at the Hall.

Combustible decorations may only be used with the Committee's prior approval and must not obstruct exits, fire safety equipment or escape routes.

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18. Supervision

For all events there must be a responsible adult (aged 18 or over) present throughout the Hire Period.

Where children or young people are attending, the Hirer must ensure there are sufficient responsible adults present to supervise the activity safely.

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19. Emergency Procedures

The Hirer must stop the Event and arrange for the Hall to be evacuated immediately if:

a. the fire alarm sounds;

b. there is a fire or suspected fire;

c. the emergency services instruct the premises to be evacuated;

d. there is a credible bomb threat or other serious security incident affecting the Hall; or

e. there is serious disorder or any other circumstance that presents an immediate risk to those attending.

The Hirer must follow any instructions given by the emergency services or the Committee.

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20. Safeguarding

Where the Event involves children or adults at risk (other than private family celebrations), the Hirer must:

- have appropriate safeguarding arrangements in place;
- comply with all relevant safeguarding legislation and guidance;

- provide a copy of their safeguarding policy and, where requested, evidence of appropriate DBS checks; or
- confirm that they will comply with the Village Hall's safeguarding principles and procedures.

The Hirer is responsible for the supervision and welfare of all participants attending the Event.

Entertainment (including Music and Dancing)

21. Music and Dancing

Music and dancing may take place only during the hours permitted by the Hall's Premises Licence:

- **Monday to Friday:** 2.00 pm to 12.00 midnight
- **Saturday and Sunday:** 2.00 pm to 11.45 pm

The Hirer must comply with all conditions of the Hall's Premises Licence.

When amplified music is being played, all external doors and windows must remain closed except for normal access and egress. Failure to comply may result in the Event being brought to an end and/or the Booking Security Deposit being withheld.

The Hall is fitted with a sound limiter to help prevent excessive noise. If excessive noise causes the sound limiter to operate, the Committee accepts no responsibility for any interruption to performances or for any loss of or damage to equipment.

Electrical sockets serving the stage and hall are controlled by a timer and are switched off at **11.45 pm**. Hirers leaving equipment overnight must disconnect it from the power supply before leaving the Hall. The Committee accepts no responsibility for loss of or damage to equipment resulting from the operation of the timed electrical supply.

The Hirer must take all reasonable steps to minimise disturbance to neighbouring residents when guests arrive and leave the Hall.

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22. Entertainment Requiring Additional Consent

The following activities may only take place where any necessary permissions or licences have first been obtained:

- exhibitions, demonstrations or performances of hypnotism;
- laser displays;
- special effects involving naked flames, smoke, pyrotechnics or similar hazardous effects; and
- any other activity requiring approval under the Hall's Premises Licence or by law.

The Hirer is responsible for obtaining any such permissions before the Event.

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23. Prohibited Entertainment

The Hall must not be used for any entertainment or activity that is unlawful or is likely to cause nuisance, disorder, violence or a breach of the peace.

Food Safety

24. Where food or drink are prepared, served or sold, the Hirer is responsible for complying with all relevant food hygiene legislation and for ensuring that food is handled, stored and served safely.

The Committee accepts no responsibility for food prepared or supplied by the Hirer or any third party.

Utilities

25. At the end of the Hire Period, the Hirer must ensure that:

- lights are switched off (except where instructed otherwise);
- water taps are fully turned off;
- cooking equipment is switched off;
- water heaters and other appliances provided for the Hirer's use are switched off where appropriate; and
- unnecessary electricity and water are not left running.

The Committee reserves the right to recover the reasonable cost of excessive utility consumption or of any additional expense resulting from equipment, lighting or water being left on after the Event.

Bouncy castles, BBQs, Marquees

26. Small Bouncy Castles (up to 12ft high) for children's parties are permitted in the Hall. The land outside the Hall belongs to the Parish Council whose permission MUST be obtained if you wish to use this area for larger Bouncy Castles, BBQs or Marquees (see separate section below on how to apply for permission). Marquees should not be more than 7m x 15m and must have 2 fire exits opposite the fire exits from the Main Hall or 1m away from any walls.

Lost Property

27. Any property left at the Hall after the Hire Period may be retained for a reasonable period.

The Committee accepts no responsibility for loss of or damage to property left on the premises.

Items not claimed within a reasonable time may be disposed of at the Committee's discretion.

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28. Personal Property

The Hirer is responsible for the security of all personal property, equipment and vehicles brought to or left at the Hall by the Hirer or those attending the Event.

The Committee accepts no liability for loss, theft or damage except where required by law.

INSURANCE

The Village Hall Public Liability Insurance covers the Hirer, provided the Hirer is a charity, non-commercial organisation or an individual and does not have their own Public Liability Insurance in place. The Village Hall Public Liability Insurance does not cover use for commercial or business events or those organised by a political party. It is the responsibility of the Hirer to make sure before the event that they are sufficiently covered.

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LAND OUTSIDE THE HALL

The land surrounding the Hall is managed by **Egerton Parish Council** and is **not included** in the hire of the Hall.

The Hirer must obtain the prior permission of Egerton Parish Council before using any part of this land for marquees, inflatables, temporary structures, outdoor activities or any other purpose.

For further information, please contact the Clerk to Egerton Parish Council: clerk@egertonpc.kentparishes.gov.uk.

GENERAL

1. Entry and Inspection

The Committee, its authorised representatives, and any authorised officer of the Police, Fire and Rescue Service or Local Authority may enter the Hall at any reasonable time:

- to inspect the premises;
- to ensure compliance with these Terms and Conditions and the Hall's Premises Licence;
- to carry out repairs, maintenance or safety inspections; or
- in the event of an emergency.

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2. Governing Law and Disputes

These Terms and Conditions are governed by the law of England and Wales.

If a dispute arises, the parties will endeavour to resolve it by discussion and, where appropriate, mediation before commencing legal proceedings.

Any legal proceedings shall be subject to the exclusive jurisdiction of the courts of England and Wales.

3. Force Majeure

Neither the Committee nor the Hirer shall be liable for any failure or delay in performing their obligations where this results from circumstances beyond their reasonable control, including (but not limited to):

- fire;
- flood;
- severe weather;
- epidemic or pandemic;
- acts of terrorism;
- war;
- civil disturbance;
- industrial action;
- interruption to utility supplies; or
- any action of a public authority affecting the availability or use of the Hall.

Where reasonably practicable, the Committee will offer an alternative booking date or refund any payments received where the Hall cannot be made available because of such circumstances.

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4. Amendments

The Committee may amend these Terms and Conditions from time to time.

The version in force at the date of the Booking Confirmation shall apply to the hire unless otherwise agreed in writing.

By confirming a booking, the Hirer acknowledges that they have read, understood and agree to comply with these Terms and Conditions.
