

Hempstead Village Hall

Terms and Conditions of Hire

Background

The Hempstead Village Hall is owned by the Diocese of Rochester and managed by the Charity; Hempstead Village Hall Management Committee (Registered Charity no 252744).

Parties

The parties to 'The Hire Agreement' are 'HVHMC' and 'The Hirer'.

Definitions

In these conditions the following definitions shall apply.


'Hempstead Village Hall'	The hall, the kitchen, the lavatories, the store cupboards the entrance area and the car park.
'HVHMC'	Hempstead Village Hall Management Committee (Registered Charity no 252744).
'The Booking Secretary'	Ann Salter (anniecatherine@hotmail.co.uk) or any other person as specified by HVHMC
'The Hirer'	The person(s) or corporate body and/or its authorised representative who has contracted with HVHMC under the Hire Agreement. 'The Hirer' must be over 21 years of age.
'The Hire Agreement'	Means the contract concluded between HVHMC and the Hirer including these standard conditions of hire and the agreed and signed Hire Agreement, the event instructions sheet and any subsequent clarification and any documents agreed by the parties.
'Debtor'	The person(s) or corporate body known as The Hirer who has agreed to pay the whole or any part of the Hire Charge.
'The Venue'	Means 'Hempstead Village Hall'.
'The Hire Period'	Means the period of time as described in the Hire Agreement and this includes the time that the Hirer needs to set up and clear The Venue. Additional periods of hire can be arranged subject to availability with the Bookings Secretary.
'The Hire Charge'	Means the amount set out as the hourly rate on the Hire Agreement plus the amount of prevailing rate or VAT if applicable, multiplied by the number of hours required by the Hirer. The Hire Charge will be charged on a monthly basis and will be reviewed annually from January with an expected minimum increase of 2% per annum.
'Force Majeure'	Means any incident outside the control of HVHMC arising from, i) The breakdown of equipment supplied by HVHMC or by third parties; ii) The failure of supply of utility services; iii) An act of God, including but not limited to fire, flood or leakage of water; iv) An act of terrorism or other public disorder; which may cause The Venue to close.

‘Clause ‘	This means a numbered paragraph as shown below.
‘Major Breach’	An act of breaking the terms set out in this Agreement and conditions attached.
‘Minor Breach’	An act of non-compliance to the terms set out in this Agreement and conditions attached.
‘The Hall Premises Licence’	‘The Venue’ is licensed by Medway Council for public entertainment. The terms conditions and restrictions of this licence are on ‘The Venue’ notice board in the foyer.
‘Temporary Event Notice’ (TEN)	A Temporary Event Notice is a time-limited licence, which authorises specified 'licensable activities' i.e the sale by retail of alcohol.
‘Chair’	David Fuller (davidwilliamfuller@gmail.com) The person elected as Vice Chair of Committee by HVHMC at the Annual General Meeting who serves in that position for one year.
‘Vice Chair’	Sarah Cross (sjcross13@outlook.com). The person elected as Chair of Committee by HVHMC at the Annual General Meeting who serves in that position for one year.

1	Unless the context otherwise requires, masculine includes feminine and the singular shall also include the plural and vice versa
2	<ul style="list-style-type: none"> • Hire Agreement – <ul style="list-style-type: none"> a. The maximum period of hire depends on the number of days on the ‘Hire Agreement’ and shall run for no more than 12 months consecutive months. b. A new ‘Hire Agreement’ will be issued at the start of each ‘Hire Period’. c. At any time, the Hirer may terminate the ‘Hire Agreement’. d. ‘HVHMC’ may terminate the ‘Hire Agreement’ without notice at any time in the event of: <ul style="list-style-type: none"> ▪ A major breach of the terms and conditions i.e. non-payment within 14 days of issued invoice, severe damage to the building or contents. ▪ Repeated minor breaches of any of the terms of this Agreement and conditions attached despite 3 warnings (including damage to building or its contents therein). ▪ ‘HVHMC’ shall decide what will constitute a major or minor breach. In the event that the ‘Hire Agreement’ is terminated under this paragraph, ‘HVHMC’ shall refund to the ‘the debtor’, ‘The Hire Charge’ on a pro rata basis for any unused periods of hire, except that it may withhold any sums in respect of loss or damage to ‘The Venue’ during a period of hire by ‘The Hirer’. e. This ‘Hire Agreement’ is an agreement for Hire and does not confer on ‘The Hirer’ any security of tenure, legal interest in property or permission to set up a franchise in the premises whatsoever.
3	<p>Liabilities</p> <ul style="list-style-type: none"> a. Whilst ‘HVHMC’ shall use its best endeavour to prevent loss or damage to ‘The Hirer’s’ equipment and possessions it cannot be held liable for any such loss and it is expected that the ‘The Hirer’s’ will have their own insurance for this. A copy of this insurance will need to be sent to the Booking Secretary before ‘The Hire Period’ is agreed. b. ‘The Hirer’ agrees to indemnify ‘HVHMC’ against all costs, claims and liabilities however arising out of their use of the ‘The Venue’.

	<p>c. 'The Venue' is fully covered by insurance for any claims due to negligence on 'HVHMC' part. However, 'The Hirer' must take out his/hers/its own insurance to cover any other claims that may arise in relation to its use of 'The Venue'.</p> <p>d. 'The Hirer' will ensure that the terms of every statute authorising or regulating how 'The Venue' is used are complied with; that any work to 'The Venue' which any authority acting under any statute requires is notified to 'HVHMC' and that any licence or registration which is required or which 'HVHMC' requires is obtained, renewed and continued (including but not by way of limitation):</p> <p style="padding-left: 40px;">Compliance with statutes governing preparation, serving or selling of food. Compliance with statutes governing the sale or consumption of alcohol. Compliance with statutes governing persons working with or caring for children (including their engagement, supervision and training). Checking that requisite licence for music, entertainment, dancing, concerts or stage performances are in place. Compliance with the conditions of such requisite licences.</p> <p>And 'The Hirer' shall keep 'HVHMC' fully indemnified against all losses and demands made or against or suffered or incurred by the 'HVHMC' arising out of all such matters.</p> <p>e. 'The Hall Premises Licence' shall only be used between the hours and for the purposes set out in that licence. 'The Hirer' will not undertake or permit to take place any licensable activity (sale of alcohol, the provision or regulated entertainment or late night refreshment) on the premises without first having applied for (at least 14 days prior to the event) and obtained a 'Temporary Event Notice' pursuant to the Licensing Act 2003. 'The Hirer' will not apply for a 'Temporary Event Notice' without the prior written approval of the HVHMC. The Hirer' will supply the 'HVHMC' with any 'Temporary Event Notice' issued, as soon as possible and in any case before the event. 'The Hirer' will comply with the terms of any temporary event notice and also with the terms of the Licensing Act 2003.</p> <p>f. 'The Hirer' must ensure that there is a minimum of 2 competent attendants on duty at the hall during any event. None of whom shall be less than 18 years of age.</p> <p>'The Hirer' shall sign the Hire Agreement accepting these responsibilities.</p>
4	<p>Areas of use – 'The Hirer' may only use the areas of Hempstead Village Hall named on the Hire Agreement. The garden area outside the emergency exit door is prohibited.</p>
5	<p>Smoking – 'The Venue' and the adjoining church is a no smoking area.</p>
6	<p>Fire Regulations - Detailed fire instructions are displayed within the 'The Venue'. 'The Hirer' shall ensure that all persons using the 'The Venue' are familiar with the instructions. The Fire Service should be called to any outbreak of fire, no matter how small and this must be reported immediately to Fire Brigade and 'The Booking Secretary'.</p> <p>If an extinguisher is discharged during the period of hire it should be reported immediately to 'The Booking Secretary'. 'The Hirer' may be required to pay for recharging if it is deemed the discharge was irresponsible.</p> <p>'The Hirer' should ensure that all exits are visible and free from obstruction at all times.</p> <p>FIRE BLANKET – a Fire Blanket is located in the kitchen on the wall FIRE EXTINGUISHERS AND EMERGENCY EXITS – Fire extinguishers are located by the Main and Emergency exits.</p> <p>Fire Alarm - This is linked with the adjoining church so that in the event of the alarm sounding both premises must be evacuated.</p>

7	<p>First Aid - Whilst a basic First Aid kit is available in the Kitchen it is the responsibility of 'The Hirer' to ensure they make their own arrangements for the provision of qualified First Aiders.</p>
8	<p>Health and Safety - It is the responsibility of 'The Hirer' to ensure appropriate safety precautions are taken to ensure the safety of others during the period of hire. An Accident Book is located in the Kitchen and all accidents must be recorded in this book.</p> <p>'The Hirer' must, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.</p> <p>The fuse box is located in the reception area.</p> <p>Tables must be carried by a minimum of 2 people and stored carefully upright in the table store cupboard. Single chairs should be lifted and moved.</p>
9	<p>Flammable substances - highly flammable or dangerous substances must not be brought into or used in any part of 'The Venue'.</p>
10	<p>Premises Licence - 'The Venue' is licensed by Medway Council for public entertainment. The terms, conditions and restrictions of this licence are on 'The Venue' notice board in the foyer.</p>
11	<p>Period of Hire - 'The Venue' is only available to 'The Hirer' for the period shown on 'The Hire Agreement'.</p> <p>It is not possible to return the next day to finish clearing the hall or collect any food items.</p> <p>No private or official party will continue after 11.00pm and all clearing up must be completed by this time.</p>
12	<p>Advertising - All advertisements and publicity for functions held in 'The Venue' must clearly display the name of the Limited company holding them.</p>
13	<p>'The Hirer' must not use or allow the hall to be used for any unlawful purpose or do anything or bring into the Hall anything which may endanger the same, or render invalid any insurances policies in respect thereof.</p>
14	<p>Use and sub-letting - 'The Venue' may only be used for the purpose stated on 'The Hire Agreement'. No warranty is given that the 'The Venue' is legally or physically fit for the stated purposed. No part of 'The Venue' may be sub-let.</p>
15	<p>Sale of Alcoholic Drinks - 'The Venue' is not licensed for the sale of alcoholic drinks. If a licensed bar is required, or alcohol is to be sold, 'The Hirer' shall arrange to obtain a Medway Council Temporary Events Notice (TEN) after having first obtained written permission from 'HVMC'. The name of the licensee shall be given to 'The Booking Secretary' and displayed adjacent to the bar during the period of hire. The bar must close no later than 11.00pm. The bar must be located in the kitchen.</p>
16	<p>Payment of Hire - 'The Hirer' will be responsible for making payments in accordance with 'The Hire Agreement'. The 'Hire Charge' will be charged on a monthly basis for regular hirers in accordance with the invoice. For occasional hirers 50% of 'The hire charge' shall be paid as a non-returnable deposit to confirm the booking. The Hall is not booked until the deposit is paid. If the booking is cancelled before the hire date, the deposit will not be refunded. There is a refundable deposit of £150.00 charged for all events, subject to the conditions specified in No 16 and will be returned within 7 to 14 days.</p> <p>The balance of the hire fee, plus the refundable deposit must be paid four weeks (28 days) before the event.</p> <p>The 'Hire Charge' includes any occasional hiring during the period of 'The Hire Agreement'.</p>

17	<p>The refundable deposit will only be returned subject to HVHMC's satisfaction that no structural or decorative damage has been caused and the premises and the grounds have been vacated by 23.15 hours and no nuisance has occurred. An excess charge may be payable for any time that the hirer uses the Hall outside 'The Hire Period'. Failure to vacate the premises and grounds entirely by 23.15 will entail forfeiture of the refundable deposit.</p> <p>All incidents of damage must be reported to HVHMC directly by phone or email..</p>
18	<p>HVHMC has an absolute right to refuse a booking.</p>
19	<p>Hall Capacity – 'The Hirer' must ensure that the number of persons at any one time in 'The Venue' does not exceed the number authorised by the Fire Officer and Licensing Authority. The maximum number varies according to the way 'The Venue' is being used (dancing, seated at tables, seated audience etc.).</p> <p>The HVHMC recommend the following:</p> <ol style="list-style-type: none"> a. Seminar Seating – Chairs are available for 66 persons b. Quiz Nights – a maximum of 66 is comfortable c. Tables and Dancing – a maximum of 60 is comfortable
20	<p>State of the Hempstead Village Hall - Before leaving, 'The Hirer' should ensure that ALL areas of the 'The Venue' are left clean and tidy.</p> <p>All tables and chairs used must be wiped down and floors swept. Chairs should be carefully stacked in 6s as per the instructions on display in the hall.</p> <p>All rubbish must be removed from the 'The Venue' and black sacks put in the outside dustbins or if full placed neatly on top or within the vicinity. All interior lights, appliances and ventilation fans must be switched off and windows closed before vacating 'The Venue'. All property of 'The Hirer' and its agents must be removed before the end of 'The Hire Period'.</p> <p>Brooms, dustpan and brush, mop and bucket are available in the table store cupboard.</p> 
21	<p>Church Grounds Congregating/loitering on the church grass and in the car park is strictly prohibited. Litter, bottles, drink cans, cigarette butts must not be dropped in the grounds of the Church or thrown over fences into neighbouring gardens. A minimum charge of £30.00 will be made for clearing up litter caused by the hirer or their guests and deducted from the returnable deposit.</p>
22	<p>Conduct – 'The Hirer' is responsible for the proper conduct of everyone using 'The Venue' during the period of use and shall do his/her/its best to prevent anyone causing an annoyance or inconvenience to other persons. At all times, whilst 'The Hirer' has children on the premises, 'The Hirer' shall have sufficient staff/adults on duty to maintain good order and provide for the safety of children, in accordance with the requirements of Safeguarding legislation. 'HVHMC' or its authorised representatives may stop any meeting, entertainment or function, which is not properly conducted.</p>
23	<p>'The Hirer' is responsible for 'The Venue' (and becomes the Responsible Person) during 'The Hire Period' in all respects and must be in attendance for the duration of 'The Hire Period'.</p>

24	<p>Noise – ‘The Hirer’ must ensure that music and noise within ‘The Venue’ <u>does not exceed 85dB</u>. If windows or doors are opened for ventilation care must be taken not to disturb immediate neighbours. All persons must leave ‘The Venue’ quietly and refrain from banging car doors, revving engines, or sounding car horns. ‘The Hirer’ is deemed to be responsible in the case of any complaint about excessive noise in or around ‘The Venue’ during or immediately following ‘The Period of Hire’. Any disco or amplification equipment must only be connected to the designated electrical supply. <u>This supply is connected to an automatic sound limiter</u>. After 9.30 p.m. the exterior doors should be kept shut and use made of ventilation fans if necessary.</p> <p>‘The Hirer’ shall ensure that the activities or behaviour of its users do not cause noise, other annoyance or nuisance to the nearby neighbours or passers-by.</p>
25	<p>20. Kitchen –</p> <ol style="list-style-type: none"> If the kitchen is used, then it must be left clean and tidy with all work surfaces wiped down and sanitised. If any appliances are used, they must be cleaned properly after use. ‘HVHMC’ accepts no responsibility for foodstuffs which are prepared by ‘The Hirer’ and shall not be liable if persons consuming such foodstuffs fall ill. For safety reasons children must not be allowed in the Kitchen. Induction Cooker - The electric oven in the kitchen has an induction hob. One saucepan is located in the cupboard. Please supply your own induction compatible frying pans/saucepans as needed. Anyone with a pacemaker must keep at least 2ft (60 cm) away from the cooker when it is turned on.
26	<p>Facilities –</p> <ol style="list-style-type: none"> ‘HVHMC’ is responsible for maintaining and keeping the hall, its approaches and its furniture and fittings clean, in good repair and for keeping the hall well-lit and adequately heated, for providing hot and cold water, toilet paper, and an electricity supply. The electrical equipment within ‘The Venue’ (fittings, fuses lights bulbs etc.) must not be tampered with, altered or removed. All electrical equipment used in ‘The Venue’ must comply with current electrical standards, be used in a safe manner and must only be connected to the supply using standard connectors. Trailing leads must not be used across any floor or door area unless suitable guards are placed over the cables. ‘The Hirer’ shall be responsible for cleaning up any mess or spillage caused as a result of activities. ‘The Hirer’ shall be responsible for tidying away all equipment and furniture by the end of the hire period. ‘The Hirer’ shall reimburse ‘HVHMC’ for any loss, damage or breakages to the hall, its fixtures, fittings, furniture or any other ‘HVHMC’ property. At the end of ‘The Hire Period’ all sinks and toilets shall be left clean and ready for use by the next hirers. Temporary decorations - These may be put up, but only using the hooks located around the window and door frames. The use of drawing pins, adhesive tape, blu-tac type adhesives etc. onto walls or painted or varnished surfaces is strictly forbidden. Do not stand on the chairs and tables. A stepladder is located in the chair storage cupboard in the hall for the purpose of reaching the hooks, instructions for using the stepladder are displayed in the cupboard. Users are responsible for using the stepladder safely.
27	<p>All events must take place within the Hall. The area beyond the Emergency Door is exclusively used by the Pre School and is not included in the hire charge and must not be used. Only in the event of an emergency may this door be used. It is the responsibility of ‘The Hirer’ to ensure that guests do not occupy this area.</p>
28	<p>Keys and security - Keys to the ‘The Venue’ are passed to ‘The Hirer’ on the strict understanding that ‘The Hirer’ is responsible for the security of the premises during ‘The Period of Hire’. Keys must not be passed to any third person. At the end of ‘The</p>

	<p>Period of Hire' 'The Hirer' must ensure that the emergency door and the main entrance door are double locked, and the windows are closed before leaving.</p> <p>Keys should be collected from and returned to: the Caretaker, Mrs Janet Kinane, 149 Hempstead Road, Hempstead (01634 234855). 'The Hirer' shall not collect the keys before 'The Period of Hire'. Event preparation time shall be included in 'The Hire Period' and charged as one continual period.</p> <p>At the expiration of 'The Hire Period', the keys must be returned promptly to the Caretaker and for late night hiring, it will be sufficient to deposit the keys through the Caretaker's letterbox.</p>
29	<p>Car Parking - Cars may only be parked in the main car park of the All Saints Church / Hempstead Village Hall. No commercial vehicles other than light vans may be used or parked in the Hempstead Village Hall parking area. The entrance and the walkways must be kept clear at all times for emergency vehicles. When driving into the car park check for pedestrians and enter the car park carefully. The property owners accept no responsibility for loss or damage to vehicles or their contents whilst within the confines of All Saints Church or the Hempstead Village Hall.</p> <p>'The Venue' shares two disabled parking spaces with the church and these must be left available for holders of a blue badge which should be displayed.</p>
30	<p>Personal property and Personal Injury – 'HVHMC' accepts no responsibility for any loss or damage to personal property in 'The Venue' nor for personal injury suffered by users of the Hempstead Village Hall. 'The Venue' cannot be used for storage of 'The Hirer's' property other than inside the storage cupboard and cupboard in the kitchen allocated to use by 'The Hirer'. Any unauthorised property found on the premises will be stored by the Caretaker in the 'Lost Property' box located in the left-hand storage cupboard in the main hall for a period of one month and then disposed of at the discretion of the 'HVHMC'.</p>
31	<p>Safeguarding of children and vulnerable adults</p> <ol style="list-style-type: none"> The signed current safeguarding of children and vulnerable adults policy is published on Rochester Diocesan web-site: https://www.rochester.anglican.org/ 'The Hirer' is required to read this and ensure compliance. 'The Hirer' is required to ensure that children are protected at all times by taking all reasonable steps to prevent injury, loss or damage occurring and ensuring all necessary child protection checks are undertaken. It is the responsibility of 'The Hirer' to ensure the protection of any vulnerable adults using the hall. <p>'HVHMC' accepts no responsibility for 'The Hirer's' failure to comply with these requirements.</p> <p>At all functions where young people are present, it is essential that for every ten people there should be at least one adult present and that for young people of both sex, the adult supervision should also be of both sex.</p>
32	<p>Insurance and Public Liability – 'The Venue' is insured against damage, loss and public liability claims. 'The Hirer' is responsible for making arrangements to insure against any third-party claims whilst using 'The Venue'.</p>
33	<p>Heating - Heating controls located in the kitchen must not be tampered with or altered in any way. Radiators must not be tampered with or altered in any way. The thermostat is located in the main hall by the kitchen door and is set to 16 degrees, this can be adjusted as necessary, but must be returned to 16 degrees when leaving the building. No unauthorised heating appliances may be used in 'The Venue' when open to the public without the consent of the 'HVHMC'.</p>
34	<p>Failures - Failure of any venue equipment or system, including heating and electricity, should be reported immediately to 'The Booking Secretary'.</p>

35	Animals - 'The Hirer' must ensure that no animals (including birds) except service dogs are brought into 'The Venue', other than for a special event agreed by 'HVHMC', and no animals whatsoever are allowed to enter the kitchen at any time.
36	Rights of Access - a. 'HVHMC' and any persons authorised by them will have the right to enter any part of 'The Venue' during 'The Period of Hire'. 'The Hirer' will always be notified beforehand and no persons will be directed to attend the Hall unexpectedly. b. Users of All Saints Church have the right to share the use of the toilets.
37	Music Licence – Hempstead Village Hall holds a Music Licence for playing and performing music.
38	TV Licence - Hempstead Village Hall does not hold a TV licence. This means that you may not download or watch BBC programmes on demand – including catch up TV (BBC iPlayer). This applies to all devices, including a smart TV, desktop computer, laptop, mobile phone and tablet.
39	'The Debtor' agrees to pay all such rates, taxes, assessments and other liabilities as may be imposed on 'HVHMC' or otherwise solely as a result of 'The Hirer's' use or occupation. If rates, taxes, charges, assessments or other liabilities are imposed on 'HVHMC' or otherwise which are higher than they would otherwise have been but for 'The Hirer's use or occupation, then 'The Hirer' shall pay all such additional sums.
40	Complaints - In the event of a complaint arising regarding 'The Venue', in the first instance this should be reported to 'The Booking Secretary'. If it is not resolved either 'The Hirer' or 'The Booking Secretary' is to refer it to the 'Chair' or 'Vice Chair', preferably by e-mail.

Please confirm that you will comply with the Terms and Conditions of Hire as set out in the above pages by signing (electronic is accepted) and returning a copy to the Booking Secretary.

Thank you for your co-operation

The Hirer, accepts these Terms and Conditions of Hire and 'The Hire Agreement'.

Name (Print): Signed: Date:
