



CROCKENHILL VILLAGE HALL

Stones Cross Road, Crockenhill, Swanley, Kent BR8 8LT

STANDARD CONDITIONS OF HIRE

These conditions (“Conditions”) do not cover the use of the stage for public performances which are subject to separate regulations obtainable from the Hall Administrator and or the Contracts Secretary of Crockenhill Village Hall Management Committee (“CVHMC”)

For the purpose of these Conditions, the term “Hirer” applies to the person who makes the booking or where that person is acting in a representative capacity and that is clearly stated in the Hiring Agreement, to the organisation on whose behalf the hire is made; and the term “Hall” or “premises” means Crockenhill Village Hall.

These Conditions shall be deemed incorporated in the agreement for the hire of the Hall (the “Hire Agreement”) by the Hirer

1. Capacity

The capacity of the Hall is 120 persons including children. Up to 90 persons can be seated at tables. The number of people on the premises at any one time must not exceed 120 persons. The Hirer shall supply, on demand, a record of the number of persons in attendance.

2. Cancellation

(a) If the Ad-hoc Event Hirer wishes to cancel the booking before the date of the event and the CVHMC is unable to re-let the venue to another hirer, any deposit paid will not be refundable to the Hirer and repayment of any other part of the fee paid or payment of any other part of the fee still due shall be at the discretion of the Contracts Secretary or CVHMC.

(b) If the Annual Contract Hirer wishes to cancel the booking before the date of their regular activity, then a sliding scale of cancellation charges will be levied depending on the amount of notice provided. This is at CVHMC discretion. If the Annual Contract Hirer wishes to postpone the booking of their activity due to an emergency and re-book the date, then no charge will be applied.

Sliding scale:

- i) More than 30 days’ notice prior to the booking, no charge or a full refund to the hirer.
- ii) Between 30 and 15 days’ notice prior to the booking, CVHMC shall retain or recover 50% of the total charges.
- iii) Between 14 and 7 days’ notice prior to the booking, CVHMC shall retain or recover 25% of the total charges.
- iv) Less than 7 days’ notice prior to the booking, CVHMC shall retain or recover 100% of the total charges.

(c) CVHMC reserves the right to cancel a 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 bye-election or referendum or CVHMC reasonably considers that any of the following apply:

- i) Such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements;
- ii) Unlawful or unsuitable activities may take place at the premises as a result of the hiring;
- iii) The Premises has become unfit for the use intended by the Hirer;
- iv) Urgent maintenance is required;
- v) The need for staff to self-isolate, other pandemic related issues;



- vi) An emergency requiring the use of the Premises as a shelter for the victims of flooding, snow storm, fire, explosion, or those at risk of these or similar disasters; or
- vii) Or cancelled as deemed fit by CVHMC.

In any such case the Hirer shall be refunded any deposit or hire fees already paid, but CVHMC shall not be liable for any resulting direct or indirect loss or damages whatsoever.

3. Use of Hall

- (a) The Hirer must not use the Hall for any purpose other than that described in the Hiring Agreement or allow the Premises to be used for any unlawful purpose or in any unlawful way.
- (b) The Hirer shall not bring or allow to be brought onto the Premises anything which may endanger the premises or persons in them.
- (c) The Hirer shall not do anything which might render invalid any insurance cover of the Premises. Copies of the insurance policy can be made available on request.
- (d) The sale of alcohol must be expressly permitted by the Hire Agreement.
- (e) Smoking and or the use of drugs on the Premises is not allowed.
- (f) The Hirer shall observe any regulations regarding the use of the Premises notified to the Hirer with the Hiring Agreement if not expressly set out in these Conditions.
- (g) The Hirer is responsible for clearing the stage at the end of the period of hire and shall not leave anything stored on the stage. The CVHMC reserves the right a) to make additional charges for clearance of items left on the stage and b) not to permit further use of the Hall by the Hirer.
- (h) No BBQ's inside or outside of the Village Hall. The use of live flame candles is forbidden within the village hall.
- (i) No activities are permitted on the grass areas surrounding the Village Hall on a Sunday.

4. Subletting

The Hirer may not sub-let the Premises or any part of them.

5. Compliance with Statute

- a) The Hirer shall comply with all statutory requirements, regulations and conditions that may be applicable to the hire in question or applying to the premises for the time being.
- b) Subject to 3(d) above the Hirer must obtain an appropriate licence for the sale of alcoholic liquor from the licensing authority and must observe any conditions imposed by that licence.
- c) The Hirer shall ensure that nothing is done on or in relation to the Premises in contravention of any applicable legislation concerning gaming, betting or lotteries.
- d) The Hirer must not provide live entertainment without the written consent of CVHMC and confirmation that the appropriate performing rights licence, obtained by CVHMC, is in place.



6. Public Safety

- a) CVHMC shall not be responsible for any loss, damage or injury incurred to property or persons during the use of the Hall by the Hirer or arising from any breach of the Hire Agreement or these Conditions and the Hirer shall indemnify CVHMC (and each of its members) against any costs, claims or demands made by any third parties resulting from the hire in question or breach of the Hire Agreement.
- b) The Hirer shall comply with all conditions and regulations made in respect of the premises by any statutory body responsible for the premises for the time being including (but not limited to) the local authority, the fire and ambulance services or the Court, particularly in connection with any event which includes public dancing or music or other similar public entertainment.
- c) The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 2004 and that only fit and proper persons have access to the children.
- d) If children under the age of 12 are allowed on the stage they must be supervised at all times.
- e) The Hirer shall, during the period of hire, be responsible for supervision of persons on or about the premises and the care of the premises and its contents and shall ensure that there are sufficient competent representatives to comply with these Conditions and all applicable licences.
- f) The Hirer must report all accidents involving injury to the public and or any failure of equipment belonging to the Hall Trustees during the period of hire to the Contract Secretary as soon as possible and complete any paperwork that the Contract Secretary might require to be completed.
- g) Fighting on or around the premises or anti-social behaviour which causes the police to attend will result in a fine of £100.00 at the discretion of the CVHMC and a lifetime ban.
- h) All exits, including the crosshatch area on the front entrance of the car park area, must be kept clear at all times so as not to obstruct emergency exit from the Hall and emergency vehicles attending.
- i) Emergency exits must neither be propped open, blocked nor locked.

7. Health and Hygiene

- (a) The Hirer shall, if preparing, serving or selling food, observe all relevant food, health and hygiene legislation and regulations.
- (b) The Hirer shall, if employing outside catering services, make sure that they hold the relevant up to date insurances and licences.
- (c) To comply with BS6465 (2006) Sanitary Provision code of practice, additional outdoor toilets must be hired when renting the Village Hall for an outdoor event that exceeds the Village Hall persons capacity.

8. Damage to the Hall or its contents

- (a) The Hirer shall meet the cost of repair or replacement of any damage caused to any part of the Hall or its grounds or to its fixtures, fittings or contents arising out of the hire in question. Notification of intention to recharge will be advised within seven days and once costs agreed, invoiced under separate cover.



- (b) No tape or blu-tack is to be used for fixing decorations or banners on walls or wainscoting. Boards have been provided at the rear of the hall to display pictures. Hooks have been screwed into wall pelmets to assist in the hanging of decorations.

9. Animals

No animals (including birds) except guide and assistance dogs may be brought onto the premises, other than for a special event agreed to by CVHMC. No animals whatsoever may be permitted in any kitchen area.

10. Fly Posting

The Hirer may not and must not permit fly posting or any other form of unauthorised advertisement of any event taking place at the Hall and shall indemnify each member of CVHMC against all actions, claims and demands arising from any breach of this condition.

A community notice board and leaflet dispenser has been installed inside the entrance lobby for the advertisement of local events and services.

11. Electrical Appliances and other Equipment

- (a) Any electrical appliances brought onto the premises and used there must have been PAT tested and have the relevant label attached for inspection. Damage caused for failure to comply will result in compensation being sort by CVHMC.
- (b) Any electrical appliances and other equipment used on the premises whether part of the Hall contents or not must be used in a safe and proper manner and in accordance with any instructions given for their use by CVHMC or otherwise.

12. Fire Regulations

- (a) The Hirer must nominate a competent person to take charge in case of fire to ensure that all persons at the Hall can escape unimpeded through the fire exits indicated on the Hall Key Plan displayed on the village hall notice board and on the website and assemble in the car park or other nominated assembly area, namely the Village Green opposite the Village Hall.
- (b) Improper operation of the fire alarm or extinguishers will result in the automatic loss of any deposit paid, and or a fine of £100 or damages (at the discretion of the CVHMC).
- (c) The front exit doors are to be kept closed at all times except in an emergency but the Fire Exits must remain unobstructed during the period of hire.
- (d) The bringing of fireworks into the Hall or the ignition of fireworks in the Hall or its grounds is expressly forbidden.
- (e) No naked flame candles or other live flame products are permitted in the Hall.

13. End of the hire period



- (a) All weekday hire periods end at 23:00 hours, 24:00 hours on Saturdays and 16:00 on Sundays. At 22:45 hours weekdays & 23:45 hours Saturdays an automatic timer will cut power to the stage and all music must then cease. The car park floodlight is controlled by the time switch which allows ample time for those using the Hall to depart.
- (b) The Hirer must leave the Hall and its grounds clean and tidy. The Hirer must remove and dispose of all bottles and rubbish and should the Hirer default, CVHMC will charge the Hirer for any cleaning or disposal charges reasonably incurred by it to ensure that the Hall is clean and tidy for the next hire.
- (c) Spillages on the wooden floor may be mopped up but otherwise should not be mop-cleaned. All other floors can be mopped over. A mop and bucket for general use in these circumstances is stored inside the disabled toilet cupboard.
- (d) Tables must be wiped clean and all folding tables are to be stacked in the store room. The chairs must be stacked in 5s (for safety) in the designated alcove of the Hall.
- (e) All lighting and heating appliances must be switched off and windows and doors locked. In particular the crash bar systems must be secured.
- (f) In consideration of those who live close to the Hall, the Hirer must ensure that those leaving the Hall, do so as quietly as possible especially if it is late at night.

14. Property left at the premises

- (a) CVHMC accepts no responsibility for any property or equipment left or stored at the Hall and or car park, all liability for loss or damage to it is hereby excluded.
- (b) All equipment and property must be removed at the end of each hire period unless otherwise specifically agreed in writing with the Administrator or Contract Secretary. If in default items left will be kept for the period of one month after the event and can be collected by prior arrangement with the Hall Administrator.
- (c) If equipment or property remains un-collected at the Hall for more than the one month's grace period after the end of the hire period, CVHMC may dispose of it by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing, selling or otherwise disposing of the same but must refund to the Hirer any money made over and above such costs.

15. Hirer's responsibility for insurance

- (a) CVHMC insurance covers the building and its own equipment. It doesn't cover:
 - Any equipment brought to the Hall, surrounding grass areas or car park.
 - Any liability for personal injury or otherwise arising from the use of equipment belonging to the hirer or third party at the Hall, surrounding grass areas or car park.
 - Services provided by the Hirer or a third party.
- (b) Annual Contract Hirers must provide a copy of their insurance policy covering (inter alia) equipment and public liability when returning a signed copy of the hire agreement.
- (c) Ad hoc Event Hirers must ensure that contractors (inclusive of but not limited to caterers, soft play / bouncy castle suppliers, Musicians and DJ's) have relevant up to date insurance and provide such evidence as CVHMC may require in this regard.

Please note that the maximum height permitted for an internal bouncy castle is 10 feet.



16. Contract Hirer's Storage

One free lockable storage cupboard will be made available for the use by an annual contract hirer subject to availability. Additional storage will be charged at £25.00 per annum. Replacement locks and keys if lost and or broken will be re-charged as per costs incurred by the village hall.