

## **HERNHILL BOOKINGS STANDARD CONDITIONS OF HIRE**

### **Effective from 1<sup>st</sup> October 2021**

If the hirer is in any doubt about the meaning of the following the Bookings Clerk should be contacted immediately on: [admin@hernhill-bookings.net](mailto:admin@hernhill-bookings.net)

- 1) The Facilities are available for hire with the following permissions / conditions, a hard copy of which is on display in the Main Hall:
  - a. Please note that there is CCTV installed monitoring outside and inside the Village Hall and surrounding areas to help protect the buildings from damage, theft or misuse.
  - b. The Facilities may be booked for any length of time from 8am till 12 midnight seven days a week in 30min increments. Playing Field facilities are available during daylight hours only so finishing times will vary through the year.
  - c. There is no Licence to sell alcohol in place for these Facilities so Hirers must apply for a personal Licence for the event themselves if alcohol is being sold. You may be asked to provide a copy of the Licence to the Bookings Clerk.
  - d. A sound Monitoring system exists in the Main Hall and all power will be cut if it is exceeded for more than 20seconds. Warnings are given by colour bars. If power is lost it will not be restored on the night and must be reported to Hall Bookings Clerk as soon as possible.
  - e. Capacities of the Facilities are as follows:
    - i. Main Hall – Closely Seated / Dancing: 120 (there are 80 chairs available)
    - ii. Main Hall Seated at Tables: 80
    - iii. Main Hall seated and dancing combines: 80
    - iv. Jubilee Room – 24
    - v. Snooker Room – 4 players and 4 viewers only
  - f. All the Indoor Facilities are non- smoking areas at all times.
  - g. The facilities are let on a strictly “first come” basis, subject to timely payment of all required costs.
  - h. The hirer must ensure they include sufficient time for setting up and clearing up before and after their event within the times booked so as not to conflict with other bookings.
  - i. It is the Hirers sole responsibility to ensure that the Facilities hired are suitable, correctly Licenced and Insured for the proposed use.
  - j. Heating, if applicable, is turned on at your arrival by a red switch on the wall in the corridor opposite the Jubilee Room. The Jubilee room has a separate control on the right hand wall as you enter. Both run for 1 hour and can then be reactivated if required. The Snooker Room has its own electric heater that can be turned on on arrival. Hot water does not require the boiler to be turned on but allow tap to run on first use to reach temperature.
  - k. Periodic cleaning is arranged of the Facilities but it is the responsibility of all Hirers to leave the Facilities in a clean and tidy condition after use and return all furniture / equipment to its original location.
  - l. The Facilities Owners agree to let the Facilities to the Hirer strictly in accordance with these conditions, which the Hirer accepts fully to be bound by, on submission of a request to hire the facilities.
  - m. Keys may be accessed for the Village Hall from the Key Safe Marked VH outside the main entrance doors to the Village Hall on the field side of the hall. You will be advised an access code at least 14 days before your booking date, after payment has been received, if applicable. Details are on both Booking Confirmation and Invoice

details. Keys for the Snooker Room are in the key safe marked SR in same location, these include a key to the Village Hall door for access to the hall. Keys to be returned to the Key Safe on completion of hire and the code jumbled.

- n. Should the Facilities be required for Government use (Elections for example) then these bookings will override any bookings by other Hirers.

## 2) The Hirer:

- a. Shall be able to pre book dates in diary as far ahead as required but shall be responsible for payment for these booking costs as laid down in 4.d below in the event of cancellation. If the Bookings Clerk thinks this facility is being abused by hirer then advance bookings will be restricted.
- b. Shall, not be under 25years of age and during the period of the hiring, be responsible for supervision of the part of the Facilities that they are hiring, the fabric and the contents, their care, safety from damage, however slight or change of any sort and the behaviour of all persons using the premises whatever their capacity, including the proper supervision of car-parking arrangements so as to avoid obstruction of the highway and access to the road immediately around the Buildings. The access road and pathway around the Buildings may be used for loading / unloading but must be kept clear during public use of the Facilities.
- c. Shall ensure any additional supervision is provided relative to the event being organised and this supervision shall not be under 21years of age.
- d. Shall ensure that all emergency exits are kept clear and unobstructed at all times.
- e. That any emergency lighting is turned on, even in daylight hours, for the full duration of the hire and then turned off on exiting the Facilities.
- f. Shall in the event of any outbreak of fire call the Fire Brigade by dialling 999 immediately to report the fire at: HERNHILL VILLAGE HALL, THE PLAYING FIELDS, HERNHILL, NR FAVERSHAM, KENT. ME13 9JG. Fire fighting equipment at the Facilities should only be used to attack the fire if safe to do so and poses no risk to the operator. The Facilities must be evacuated immediately under any circumstances.
- g. Parking or driving on the Playing fields is strictly forbidden.
- h. Shall not sub-hire or use the Facilities or allow the Facilities to be used for any unlawful purpose or in any unlawful way, nor do or bring onto the Facilities, anything which may endanger the same or any insurance policies in respect thereof, nor allow the consumption of alcoholic liquor thereon without correct Licences having been obtained in advance.
- i. Shall be responsible for obtaining any licences as may be needed in connection with the booking, whether for the consumption of intoxicating liquor or otherwise, and for the observance of the same.
- j. Shall comply with all conditions and regulations (as displayed in the Main Hall) made in respect of the Facilities by the Fire Authority, Local Authority, or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or staged plays.
- k. Shall indemnify the Facilities Owners for the cost of repair of any damage done to any part of the property including the curtilage thereof, or the contents of the buildings, that may occur during the period of the hiring as a result of the hiring. The Bookings Clerk shall withhold the deposit, in full, until the cost of repairs are obtained, with any additional costs being due within 7 days of issue of invoice by Bookings Clerk.

- l. Shall ensure that any event involving children or vulnerable adults complies with current legislation regarding supervision and monitoring and may be asked to produce evidence of such policies / procedures upon request.
- m. Shall not permit or authorise the removal of any items from the Facilities for use outside of the premises under any circumstances without written approval from the Bookings Clerk.
- n. Shall be responsible for making arrangements to insure against any third party claims which may lay against him / her / or any organisation they are representing whilst they are using the Facilities. (The Facilities Owners are insured against any claims arising out of its own negligence).
- o. Any entertainment booked such as bouncy castles or rides (even if provided free at point of use) must have full insurance cover and copies should be obtained for forwarding to Bookings Clerk upon request. No performances involving fire acts or combustible liquids / materials will be allowed inside or outside the buildings.
- p. Shall, if selling goods from the Facilities, comply with Fair Trading Laws and any local code of practice issued in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall the organiser's name and address, and any discounts offered are based only on Manufacturer's Retail prices.
- q. Shall be responsible for leaving the Facilities and surrounds in a clean and tidy condition, properly locked and secured (including raising of vehicle access security posts if lowered) unless directed otherwise, and any contents temporarily removed from their usual positions, properly replaced, otherwise the Bookings Clerk shall be at liberty to make an additional charge for any excess cleaning etc, necessary. This will be deducted from any refundable deposit. Any recyclable materials (cans, bottles, etc,) to be placed in the car park waste containers (located at the bottom of the car park) and any excess rubbish bags to be removed from the site.
- r. Shall be liable for the following surcharges if the facilities are not left clean and tidy ready for next hirer:
  - i. Cleaning of Oven / Hob - £25
  - ii. Additional Cleaning of facilities or surrounding areas - £25 minimum.
  - iii. Removal of rubbish bags - £25 minimum.
  - iv. Restacking / tidying of tables / chairs - £25.
  - v. Resetting of Sound System if not advised at end of Hire - £25.
- s. Shall be liable for costs of damage caused or for lost items as follows:
  - i. Damaged / missing chairs - £25 each
  - ii. Damaged / missing tables - £50 small - £100 large
  - iii. Damaged / missing cutlery / utensils – minimum £1 per item.
  - iv. Other items will be charged at cost.
- t. Shall accept these conditions fully and agree to be bound by them upon submitting a request to hire the facilities.
- u. Shall be responsible for payment of these charges even if a holding deposit is not made by the hirer.

### 3) Snooker Room:

- a. This facility is managed on behalf of the Dawes Community Association by Hernhill Village Hall.
- b. It may be booked on its own or in conjunction with the Main Hall / Kitchen.
- c. Players are limited to a maximum of 4 per hire period.
- d. All juniors must be supervised by an adult (21yrs or over) at all times.

- e. Hirers have access to two cues and a set of balls as part of the hire but may use their own cues as required.
  - f. No drinks or food are allowed in the Snooker Room at any time.
  - g. The table shall not be used for any other purpose than the playing of Snooker or Billiards.
  - h. The Table cover shall be replaced at the end of each session with the cues and balls under it.
  - i. Exit the property in a quiet and orderly way if Main Hall is in use by others.
  - j. Ensure keys are returned to the key safe and code jumbled on leaving the hall.
- 4) Inflatables at Village Hall:

From 1<sup>st</sup> October 2021 our Public Liability Insurance policy provides liability cover in respect of bouncy castles used at your premises providing that you adhere to insurer's advice and guidelines. Which are as follows:

**a. Outdoor Use:**

If you use any bouncy castle and/or any other land-based inflatable, you must ensure that:

1. access and use is controlled by an authorised adult at all times
2. when used outside a building, it is securely anchored to the ground at each anchor point
3. each anchor point is signed, or otherwise marked to be made easily visible, and wrapped to prevent injury
4. soft matting is used to cover hard surfaces adjacent to the front or any open sides where there is a risk of injury from falling from the inflatable.

**b. In addition, using bouncy castles can increase the risk of injury, particularly to children and others who may not be aware of the dangers.**

**Our Insurers offer the following risk management advice for overseeing bouncy castles:**

- c. Where you provide, or are responsible for, bouncy castles (this means if hired and the provider is not taking responsibility for control of the use of the equipment) we expect you to take extra care to prevent injuries by making sure measures are put in place that help reduce this risk and our guidelines are:

1. to follow the manufacturer's or supplier's safety recommendations
2. requiring children to remove sharp articles like shoes, buckles or jewellery
3. not allowing overcrowding, particularly by children (to help prevent knocking into each other)
4. not allowing a mix of large and small children at the same time (to avoid larger children crushing the smaller ones)
5. not allowing use by adults and children at the same time
6. not allowing any access to the very youngest children, e.g. under 2 years old
7. soft matting is used to cover hard surfaces adjacent to the front or any open sides where there is a risk of injury from falling from the inflatable.

**d. Indoor Use:**

In addition to the above you must ensure the following are adhered to:

1. The inflatable must not interfere with / obstruct any parts of the building, ie ceilings / lighting, curtains or fire exits.
2. It must not be secured to the floor in any way – weighted bags must be used that do not cause damage to the floor.
3. The underside of the inflatable must not cause damage, ie scratching or indents to the hall floor so suitable protection should be laid under it.
4. soft matting is used to cover hard surfaces adjacent to the front or any open sides where there is a risk of injury from falling from the inflatable.

- e. We must also advise that we strongly advise you to ensure that the equipment if hired is fully insured as damage to it is not covered by our Policy.  
If you are providing the inflatable yourself you must take out suitable Public Liability Insurance for the event if third parties (guests) are invited.  
If you are unable to ensure that the provision / supervision of the inflatable will comply with these conditions you should not proceed with its use as you may be personally liable for any accidents / claims arising from its use.  
We strongly recommend that you photograph the installation before and after use to help protect you should you need to provide evidence to insurers / statutory authorities.  
You should also keep copies of any insurances offered by the hirer in case you are asked to produce them by any authorised statutory authority.  
For larger outdoor inflatables you should check that it has been independently inspected and passed for safe use by the public and it is suitable for the use you intend to apply to it.

5) All Weather Court:

- a. This facility is now managed by the Dawes Community Association directly following its refurbishment and a new interactive availability, booking and payment system is being provided at <http://dawesca.co.uk/muga/> If you have any questions please contact [Richard.Layton@mrisoftware.com](mailto:Richard.Layton@mrisoftware.com) for further information.

6) Payment:

The Hirer agrees to pay for the hire of the Facilities in accordance with the hire rates applicable at time of actual hire and in accordance with the following:

- a. The Hire fee, and any holding deposit if applicable, is payable in full a minimum of 4 weeks in advance of the booking date or immediately after booking is confirmed by Booking Clerk if less than 4 weeks to date of hire, but no later than 7 days before the hire is due to commence by all casual or external hirers, or the booking will be cancelled. Regular hirers will pay in accordance with their account terms.
- b. Payments should be made, using invoice reference provided, to the following account by Bank Transfer:

Hernhill Bookings  
Bank: Natwest  
Account No: 32663226  
Sort Code: 56-00-51  
Reference: as Invoice No provided.

A postal address will be supplied on Booking Confirmation / Invoices for payment as an alternative, cheques to be made payable to "Hernhill Bookings".

- c. Holding Deposits will be credited back to Hirers Bank as soon as possible after Hire, normally within 7 days. If deductions are required to be made you will be advised and asked to approve before deductions are made. Cheque refunds may take a little longer to be received.
- d. Hirer may cancel the booking at any time but costs will be incurred as follows:
- Up to two months before booking without cost.
  - Between 2 months and 1 month in advance without loss of hire fee or Damages Deposit, but any booking fee will be forfeited.
  - Cancel the booking between 1 month and 7 days of the event and the booking fee plus 50% cost of hire fee will be deducted, but Damages Deposit will be returned in full.
  - For cancellations less than 7 days before the date of the event the bookings fee and hire fee will be forfeited, but Damages Deposit refunded in full.

- v. If the Bookings Clerk is able to conclude a replacement booking, the hire fee deductions only will be refunded in addition to the Hirer, booking fees will be retained for administration costs.

7) Data Protection Policy:

- a. In accordance with the guidelines laid down under the General Data Protection Regulations that come into effect on 25<sup>th</sup> May 2018 below details how we manage data provided by hirers in relation to our Bookings System.
  - i. All information is collected via the Booking Form completed on line, or the Account form completed by those eligible for monthly payment terms.
  - ii. All information collected is recognised as “Low Quality” by the Association as most of it is generally available in the public domain, but is provided freely by those completing the forms.
  - iii. The Association uses this information to confirm, finalise and obtain payment for the bookings made as well as communicating relevant information to the hirer about the booking if required.
  - iv. The Association does not hold Personal Account details of hirers and if these are supplied for refund purposes they are deleted from our Bank Account once used, no hard or secondary electronic copies are retained, we will never request Password or PIN details.
  - v. The Association may retain bank details of Trustees / Suppliers for the purpose of making payments but these are held within our Bank Accounts and no secondary hard or electronic copies are retained, we will never ask for Password or PIN details.
  - vi. Hard copies of Booking Forms and Account Forms are retained by the Association as part of its Accounting requirements and are archived after each financial year.
  - vii. All booking details contained within its Electronic Booking System are held on a personal computer by the Associations Treasurer that is password protected with suitable firewall protection and backed up to a removable hard drive on a daily basis. These records are retained indefinitely as part of the Associations reporting system but no financial details are retained in these files.
  - viii. If a request is received to delete any records from its systems these will be actioned where possible, providing that it does not compromise the Associations legal requirements to retain such details, within a period of 21days.
  - ix. The Association never provides details to third parties for marketing purposes or financial gain.
  - x. The Association may provide personal details to recognised third party debt collection agencies in such circumstances where payments are not made in accordance with our terms and conditions of hire in order to recover such debts.
  - xi. The Association may provide personal details to other legal or Governmental bodies if legally required to do so and is provided with the correct documentation confirming its legal responsibility to do so.
  - xii. Any CCTV data collected is only accessed if needed to support proof of damage, illegal use or theft from the Village hall and surrounding areas and may be supplied to Police or other legal bodies as required.