



## Terms and Conditions of Hire

In consideration of the hire fee charged in the invoice, the Village Hall agrees to permit the Hirer to use the premises described for the purpose and for the period(s) given in the signed booking form/email confirmation. The details provided are terms of this agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire and any Special Conditions of Hire.

### Cobham Village Hall

Registered Charity No: 293556

Authorised Representative: Jenny Burgess  
Address: Cobham Village Hall  
Lushington Drive  
Cobham  
KT11 2LU  
Telephone Number: 07483 894651  
Email: info@cobhamvillagehall.com

## Hire Fees and Cancellation Charges

### Repeat Bookings:

Regular bookings will be invoiced quarterly or termly in advance. Payment must be made on receipt of the invoice. It will be the policy of the Management Committee to recover any outstanding monies with the possibility of legal action.

### One off hires:

The Hirer shall pay the hire fee and a holding/damage & cleaning deposit at time of booking in order to secure the venue.

The damage waiver of £200.00 or £100.00 (depending on hire) will be refunded within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents, nor complaints made to the Village Hall about noise or other disturbance during the period of the hiring as a result of the hiring.

### Additional equipment:

Sound system and projector and screen are available for hire at an additional charge.

### Cancellations All Bookings:

Cancellation more than one month in advance, the hall hire will be refunded in full. Cancellations less than one month in advance will result in the full amount being retained. Damage/Cleaning deposit will be refunded in both cases. Late amendments to bookings ie timing/room required may result in additional cost or deductions made from deposit.

This rule will apply if cancellations are made because of circumstances such as weather conditions unforeseen by the hirer.

The Village Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station.
- (b) the Village Hall Trustees reasonably considering that (i) such hiring will lead to a breach of licensing conditions, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- (c) the premises becoming unfit for the use intended by the Hirer

(d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Village Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

**The Trustees reserve the right to cancel any booking in the event of the hirer failing to comply with the terms and conditions contained in this document.**

Hirers running classes where music is played must notify the secretary in order for the appropriate fee to be paid to the Performing Right Society. The Hirer should provide their own PPL licence. PRS fee may be recharged from the Hirer.

In order to hold a licensable activity such as the sale of alcohol on the premises a Temporary Event Notice (TEN) will need to be given to the licensing authority.

The Hirer shall obtain consent from the Secretary before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises.

The Hirer agrees with the Village Hall to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence (2.1) or that the Village Hall Trustees deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Village Hall and the Hirer.

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

**Privacy Statement** – full statement can be viewed on the hall website <https://www.cobhamvillagehall.com/documents>

Cobham Village Hall will be what's known as the 'Controller' of the personal data you provide to us. We only collect basic personal data about you which does not include any special types of information. This does however include name, address, email, phone number and potentially Bank Account Details. Bank details are deleted as soon as possible and never retained.

## **Standard conditions of hire**

These standard conditions apply to all hiring of the Village Hall and a copy should be given to all Hirers. If the Hirer is in any doubt as to the meaning of the following, the Hall Secretary should immediately be consulted.

### **Age**

The hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

### **Supervision**

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, 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. Proper supervision of car parking arrangements are to be followed so as to avoid obstruction of the highway. As directed by the Hall Secretary, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

## **Use of premises**

**The hirer shall only use the hall/s for which they have paid rental and is not permitted to enter/use any other part of the building inside or outside.** The Hirer shall not use the premises (including the car park if any) for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.

Main Hall:	250 standing, 150 seated in rows, 90 seated at tables (not including the stage)
Taylor Hall:	150 standing, 80 seated in rows, 65 seated at tables
Club Room:	90 standing, 45 seated
Committee Room:	65 standing, 34 seated

## **The Hall must be vacated by midnight.**

### **Insurance and indemnity**

(a) The Hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
- (ii) all claims, losses, damages and costs made against or incurred by the village hall management committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
- (iii) all claims, losses, damages and costs made against or incurred by the village hall management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the village hall management committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

(b) The Village Hall shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The village hall shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the village hall management committee and the village hall's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Village Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Village Hall Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Village Hall Secretary to rehire the premises to another Hirer. The Village Hall is insured against any claims arising out of its **own** negligence.

### **Gaming, betting and lotteries:**

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

### **Music Copyright licensing:**

The Hirer shall ensure that the Village Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, that the hirer holds a licence.

**Film:**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

**Safeguarding Children & Vulnerable Adults:**

The Hirer shall ensure that any activities for children/vulnerable adults shall comply with the provisions of the 'Working Together to Safeguard Children 2018' guidance and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to the children. The Hirer shall provide the village hall management committee with a copy of their DBS checks and Child Protection Policy on request.

**Public safety compliance:**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

The Hirer shall also comply with the hall's health and safety policy. The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the management committee.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The location and use of fire equipment and nomination of an appropriate person to act as fire marshal to ensure everyone has been evacuated.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the First Aid Box/es and Defibrillator
- The action to be taken in the event of a fire including calling the Fire Brigade and evacuating the hall

(b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit
- That any fire doors are not wedged open
- That exit signs are illuminated
- That there are no obvious fire hazards on the premises
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

**Noise:**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

**All doors and windows to be closed at 10pm and music turned off at 11pm. The Hall must be vacated by midnight.**

**Drunk and disorderly behaviour and supply of illegal drugs:**

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be bought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

**Health and hygiene:**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer.

**Electrical appliance safety:**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work regulations 1989. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety. The Village Hall reserves the right to conduct spot checks to make sure that all equipment used in the hall has passed the required PAT test.

**Stored equipment:**

The Village Hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Village Hall may use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the village hall management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

**Accidents and dangerous occurrences:**

Any failure of equipment belonging to the village hall or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a member of the village hall management committee as soon as possible and complete the relevant section in the village hall's Health & Safety Manual. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Village Hall Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). Forms can be found in the Health & Safety Manual and must be completed as soon as possible after the incident.

**Explosives and flammable substances:**

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters. Naked flames (other than small celebration cake candles) are not permitted in the hall as these will set off the fire alarms

**Smoking:**

The hall and its perimeter is a NO SMOKING area. The Hirer shall ensure that anyone wishing to smoke does so beyond the boundary of the hall.

**Heating:**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

**Animals:**

No animals whatsoever are to enter the kitchens at any time.

Animals other than assistance dogs are not permitted. Animals may be allowed for specific events, but this requires prior agreement from the Secretary. The Hirer will be responsible for ensuring the animals are kept under control and will have considered potential risks and that appropriate safety measures are in place. Gates must be kept locked at all times any animals are in the garden areas.

**Fly posting:**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the village hall's management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

**Sale of goods:**

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used 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 be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

**End of hire:**

The Hirer shall be responsible for leaving the premises and outside/garden area/s in a clean and tidy condition, including removing all rubbish from the hall and outside, clearing and mopping floors and cleaning kitchen work surfaces, oven etc. That the hall is properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the village hall shall be at liberty to make an additional charge.

**No alterations:**

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Village Hall remain in the premises at the end of the hiring. It will become the property of the Village Hall unless removed by the Hirer who must make good to the satisfaction of the Village Hall any damage caused to the premises by such removal.

**No rights:**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

**Safety:**

There is no telephone at the hall so you are advised to bring a fully charged mobile phone for use in case of emergency.

In the event of a fire, the village hall should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999.

The fire assembly point is located by the brick notice board at the far corner of the car park

**Hall address for emergency services: COBHAM VILLAGE HALL, LUSHINGTON DRIVE, COBHAM KT11 2LU**

The exact location of the fire exits and fire extinguishers must be noted before the village hall is occupied and manner of opening fire doors should be made known to your guests. An appropriate person should be nominated to act as fire marshal and, in the case of fire, ensure everyone has been evacuated.

Please use the trolleys provided for moving chairs and tables in order to avoid injury. Please stack chairs and tables in the storeroom in the manner shown on the cupboards.

**DEFIBRILLATOR** is located in MAIN FOYER, ALCOVE BETWEEN LADIES & GENTS TOILETS. It is not locked. An alarm will sound, this is to prevent misuse only, the Defibrillator is ready to be used.

**A FIRST AID BOX** is located in MAIN KITCHEN, TAYLOR HALL, COMMITTEE ROOM

CVH health and safety file is available upon request and on CVH website.

**Power circuits/heating**

Individual heating controls are located in each hall. Please let the booking secretary know if you need the Village Hall to be particularly warm or cold. Do not adjust the timings on the thermostat and do not adjust the controls on the radiators as this will result in village hall being too cold or hot for subsequent users. The heating is timed to turn off at 10.30pm. Other circuits are timed to turn off at 11.45pm. Please warn your guests, band or disco of this.

**Car parking**

The access road leading to the village hall is a public highway and this must not be obstructed. The village hall car park will accommodate a good number of cars if they are parked sensibly. Any overflow may park at HOLLYHEDGE ROAD KT11 3DQ. Cars are not allowed on the grassed area/hall garden/playing field.

**Consideration for others**

Please ask your guests to leave quietly at the close of your event. Car doors banging, head lights left on and loud talk in the car park are disturbing to local residents. For safety and in the understanding of our neighbours please do not allow guests to congregate on or around the carparks. Complaints from our neighbours can result in loss of deposit.

**Other**

Do not use drawing pins, nails, tacks or sticky tape on the walls, floors or other surfaces, use blu-tack if you need to put up notices or decorations. Do not fit decorations near light fittings or heaters. Please do not use party poppers or confetti. Dancers chalk must not be used as this harms the surface of the floor.

Please leave the village hall clean and tidy and leave waste, recycling and glass in the bins outside or, if these are full, please take it home. In particular we ask you to ensure table tops are wiped clean before being stacked in the cupboard and the floors swept/mopped. Helium canisters must be taken home.

**Faults/ damage/ comments**

Please report any faults or damage to the booking secretary as soon as possible so that they can be rectified quickly. The management committee welcome comments or observations that you may have about your hire of the village hall.

Location of fire exits for hirers see below.

IT IS ADVISED THAT YOU DO NOT ATTEMPT TO USE A FIRE EXTINGUISHER UNLESS YOU HAVE HAD THE CORRECT TRAINING. PLEASE USE THE FIRE EXITS AND CALL 999

**COBHAM VILLAGE HALL – FIRE EXITS**

