

Cobham Village Hall

Registered Charity No: 293556



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Terms and Conditions of Hire

In consideration of the hire fee specified in the invoice, the Village Hall agrees to permit the Hirer to use the premises for the purpose and period(s) detailed on the invoice. The event details, dates, and times stated on the invoice form an integral part of this agreement. These terms and conditions of hire strictly incorporate those invoice details, the main terms herein, the Standard Conditions of Hire, and any Special Conditions of Hire as separately discussed, agreed, or specified in writing between the Village Hall and the Hirer.

Hire fees, deposits and cancellations

Repeat bookings

Regular bookings will be invoiced quarterly or termly in advance. Payment must be made on receipt of the invoice. It is the strict policy of the Village Hall Trustees to recover any outstanding monies, with the possibility of legal action being taken if necessary.

One-off bookings

For general one-off bookings, such as charity events or meetings, the Hirer must pay the full hire fee at the time of booking to secure the venue. Standard one-off hires do not require a damage and cleaning deposit unless specifically requested by the Trustees.

One-off party bookings

To secure the venue for a social event or celebration, the Hirer must pay the full hire fee plus a holding, damage, and cleaning deposit at the time of booking. Depending on the type of the hire, this standard deposit will be either £100.00 or £200.00.

Age-restricted event policy

Due to our residential location and previous experience of noise and disturbance, Cobham Village Hall does not normally accept bookings for teenage parties, including 18th or 21st birthday celebrations. Individual enquiries for these age groups may be considered strictly at the discretion of the Trustees. If approved, these bookings will be subject to additional conditions, including, but not limited to, a higher security deposit of up to £500.00 and a strict ban on the consumption of alcohol on the premises.

The venue reserves the right to refuse any booking deemed unsuitable for the facilities.

Deposit refunds

All deposits will be refunded within 14 working days after the hire period ends, provided that no damage or loss was caused to the premises or contents, the hall was left adequately cleaned, and no complaints regarding noise or other disturbances were made to the Village Hall as a result of the hiring.

Cancellation and booking amendments

For any cancellation made more than one month in advance of the event, the hall hire fee will be refunded in full. Cancellations made less than one month in advance will result in the full hire fee being retained by the venue. The damage and cleaning deposit will be refunded in both cases, subject to the standard post-event conditions.

Late amendments to bookings, such as changes to timings or the specific room required, may incur additional costs or result in deductions from the deposit. These cancellation terms apply strictly to all bookings, including situations where cancellations are made due to circumstances unforeseen by the hirer, such as adverse weather conditions.

The Village Hall reserves the right to cancel any hiring by written notice to the Hirer if the premises are required for use as a Polling Station, or if the Village Hall Trustees reasonably believe the hiring will lead to a breach of licensing conditions, other legal or statutory requirements, or that unlawful or unsuitable activities will take place.

A booking may also be cancelled if the premises become unfit for the Hirer's intended use, or if an emergency occurs requiring the use of the premises as a shelter for the victims of disasters such as flooding, snowstorms, fire. In any such case, the Hirer shall be entitled to a full 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 also reserve the right to cancel any booking immediately if the Hirer fails to comply with any terms and conditions within this document.

Additional equipment

Sound system, projector and screen, stage lighting and glasses are available for hire at an additional charge.

Alcohol licensing

In order to hold a licensable activity, such as the sale of alcohol, a Temporary Event Notice (TEN) will need to be given to the licensing authority (Elmbridge Borough Council). The Hirer must 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 as there is a limit on the number of TENs which can be granted annually for any premises.

Music and copyright licensing

Hirers running classes where music is played must notify the secretary at the time of booking. The Village Hall will arrange the necessary payment to the Performing Right Society (PRS) and reserves the right to recharge this PRS fee directly to the Hirer. Additionally, the Hirer is responsible for independently obtaining and providing their own PPL licence prior to the event.

General compliance

The Hirer (or authorised representative, if appropriate) agrees to be present throughout the hire period and to comply fully with these terms and conditions. It is hereby agreed that the Standard Conditions of Hire, together with any additional conditions—including those imposed under the Premises Licence (2.1) or that the Village Hall Trustees deem necessary—shall form a binding part of these terms and conditions, unless explicitly modified or excluded in writing between the Village Hall and the Hirer.

Privacy statement and data protection

Cobham Village Hall acts as the 'Data Controller' for the personal information you provide. We only collect basic personal data required to manage your booking, including your name, address, email, telephone number, and bank account details for deposit processing. Bank details are strictly used for your refund, deleted as soon as possible, and never retained on our systems. Our full privacy statement can be viewed on the hall website at <https://www.cobhamvillagehall.com/documents>

Standard conditions of hire

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

Use of premises

The Hirer shall only use the specific hall or halls for which they have paid rental and is not permitted to enter or use any other part of the building, inside or outside.

The Hirer shall not use the premises, including the car park, for any purpose other than that on the hire agreement. The Hirer shall not sub-hire the premises, nor use or allow to be used for any unlawful or unsuitable purpose or in any unlawful way. Nothing may be done or brought onto the premises which may endanger the building or render invalid any insurance policies. The Hire Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

Room capacity

The Hirer agrees not to exceed the maximum permitted number of people per room.

Maximum capacities are:

- Main Hall: 250 standing, 150 seated in rows, 90 seated at tables (excluding 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

Age and responsibility

The Hirer must be at least 18 years of age and accepts personal responsibility for remaining on the premises at all times when the public is present. The Hirer is responsible for ensuring that all management and supervision conditions under these terms and conditions are strictly met.

Supervision

During the hire period, the Hirer is responsible for supervising the premises, the building fabric, and its contents. This includes ensuring their care, safety from damage of any kind, and overseeing the behaviour of all persons using the premises. The Hirer must also supervise car parking arrangements to prevent obstruction to the public highway. As directed by the Hall Secretary, the Hirer shall pay for or make good all loss or damage (including accidental damage) caused to the premises, fixtures, fittings, or contents.

Stored and left property

The Village Hall accepts no responsibility for any stored equipment or other property brought onto or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than officially agreed 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 standard hire fee until it is removed. The Village Hall may use its discretion to dispose of items if the Hirer fails to pay storage charges, fails to remove equipment within 7 days after an agreed storage period ends, or fails to clear property brought in for the hire. Any costs incurred for storing or disposing of these items will be charged to the Hirer.

Insurance and indemnity - the Hirer is legally liable for the care of the premises during the booking.

General liability

The Hirer is liable for the cost of repairing any damage (including accidental or deliberate damage) caused to the building fabric, its contents, or the surrounding grounds. The Hirer is also responsible for any claims, losses, or legal costs arising from injuries to persons, loss of property, or nuisance caused to neighbours as a result of the booking.

Private and non-commercial hires

For private, non-commercial bookings (such as family celebrations or local community meetings), the Village Hall maintains an insurance policy covering standard public liabilities. The venue will claim on its insurance where applicable, but the Hirer agrees to pay any insurance policy excess incurred, as well as the financial difference between the total damage cost and the final insurance payout.

Commercial hirers and businesses

Commercial organisations, businesses, and regular instructors are strictly excluded from the venue's policy. They must maintain their own adequate Public Liability Insurance and produce evidence of this cover to the Hall Secretary upon request. Failure to provide proof of insurance will immediately render the hiring void.

Hall negligence

The Village Hall remains independently insured against any claims arising directly from its own operational negligence.

Gaming, betting, lotteries and film

The Hirer shall ensure that all activities on the premises comply fully with the laws governing gaming, betting, and lotteries. For film screenings, the Hirer must strictly enforce the age classifications set by the British Board of Film Classification (BBFC), ensuring that no child is permitted to view a film if they do not meet its specific age requirements. Hirers are responsible for securing and holding the appropriate copyright licences required to legally screen any film.

Safeguarding children & vulnerable adults

The Hirer shall ensure that any activities for children or vulnerable adults comply with the provisions of the 'Working Together to Safeguard Children' guidance. Only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks shall have access to the children or vulnerable adults. The Hirer shall provide the village hall Trustees with a copy of their DBS checks and Child Protection Policy immediately upon request.

Public safety compliance

The Hirer shall comply with all laws, conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the hall's Fire Risk Assessment, and the hall's Health and Safety Policy. These safety regulations apply to all bookings without exception. The CVH Health & Safety policy is available upon request and on the CVH website.

Emergency contact and on-site safety

There is no telephone at the hall, so the Hirer is advised to bring a fully charged mobile phone for use in case of an emergency. In the event of a fire, the hall must be evacuated using the appropriate exits, and the Fire Brigade called immediately by dialling 999.

- **Emergency Hall Address:** COBHAM VILLAGE HALL, LUSHINGTON DRIVE, COBHAM KT11 2LU
- **Fire Assembly Point:** Located by the brick notice board at the far corner of the car park.
- **Defibrillator Location:** Located in the main foyer, in the alcove between the Ladies and Gents toilets. It is unlocked. An alarm will sound upon opening to prevent misuse, but the unit is ready for instant use.
- **First Aid Boxes:** Located in the Main Kitchen, Taylor Hall kitchen, Club Room and Committee Room.

Fire safety obligations

The Fire Service shall be called to any outbreak of fire, however slight, and details must be reported immediately to the Secretary. The exact location of fire exits and extinguishers must be noted upon arrival, and the operation of fire doors must be made known to guests. The Hirer must nominate a fire marshal to ensure full evacuation.

Upon arrival and before the commencement of any activity, the Hirer will check:

- The location and use of fire equipment
- Method of operation of fire escape doors
- That all escape routes and fire doors are free of obstruction and not wedged open.
- That exit signs are illuminated
- That there are no obvious fire hazards on the premises
- Nominate an appropriate person to act as fire marshal

Accidents and dangerous occurrences

Any failure of equipment belonging to the village hall or brought in by the Hirer must be reported as soon as possible. The Hirer must report all accidents involving injury to the public to a Trustee or member of staff as soon as possible and complete the relevant section in the hall's Health & Safety Manual. Certain accidents must be reported to the Incident Contact Centre under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations (RIDDOR). Forms are available in the Health & Safety Manual (located in the foyer), and the Secretary will assist in completing them.

Explosives, flammable substances and heating

Highly flammable substances are strictly prohibited on the premises. No internal decorations of a combustible nature (such as polystyrene or cotton wool) may be erected without the prior consent of the Hall Secretary, and no decorations of any kind are to be placed near light fittings or heaters. Naked flames (other than small celebration cake candles) and smoke machines are strictly forbidden as they will trigger the building's fire alarms. For safety and to prevent fire risks, no portable heating appliances of any kind may be brought onto or used on the premises without prior discussion and approval from the Secretary.

Animals

Animals are strictly prohibited from entering the kitchens at any time. Assistance dogs only are permitted inside the building or grounds. Animals may be allowed for specific events with prior written agreement from the Hall Secretary. In such cases, the Hirer is responsible for keeping animals under control, mitigating potential risks, and putting safety measures in place. Boundary gates must be kept closed at all times when animals are present in the garden areas.

Fly posting and advertisements

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. The Hirer shall indemnify the Trustees against all actions, claims, and proceedings arising from a breach of this condition, which may also lead to local authority prosecution.

Sale of goods

If selling goods on the premises, the Hirer shall comply with Fair Trading Laws and relevant codes of practice. The Hirer must ensure that total prices for all goods and services are prominently displayed, alongside the organiser's name and address. Any discounts offered must be based strictly on Manufacturers' Recommended Retail Prices (RRP).

Power circuits and heating controls

Individual heating controls are located in each hall. The Hirer must contact the Hall Secretary in advance if the hall is required to be particularly warm or cold. Hirers must not adjust the thermostat timings or the controls on the radiators as this disrupts the climate for subsequent users. The hall heating is timed to turn off automatically at 10:30pm.

Car parking and road obstruction

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 large number of cars if parked sensibly. Nearest additional parking can be found at HOLLYHEDGE ROAD KT11 3DQ. Vehicles are strictly prohibited from driving or parking on the grassed areas and hall gardens.

Consideration for neighbours and noise

Due to the residential location of the hall, the Hirer shall ensure that the minimum amount of noise is made on arrival and departure, particularly late at night and early in the morning. If using PA equipment or playing music, the Hirer must keep the volume to a considerate level at all times and comply fully with all licensing conditions for the premises. **Please note microphones must not be used in the Taylor Hall or garden.**

All doors and windows must be kept closed from 10:00pm to control noise, and all music must be turned off by 11:00pm. Guests must leave quietly; car doors banging, headlights left on, and loud talking in the car park severely disturb local residents. Guests must not be allowed to congregate on or around the car parks. Noise or disturbance complaints from neighbours can result in the loss of the hire deposit.

The Hall must be completely vacated by midnight.

Drunk and disorderly behaviour and supply of illegal drugs:

Excessive consumption of alcohol must be avoided to prevent disorderly behaviour and disturbance to neighbours. No illegal drugs may be brought onto the premises under any circumstances. Drunk and disorderly conduct is strictly prohibited on the premises and in the immediate vicinity. Any person suspected of being drunk, under the influence of drugs, or behaving violently must be asked to leave the premises immediately in accordance with the Licensing Act.

Smoking/vaping

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

Health and hygiene

Hirers preparing, serving, or selling food must observe all relevant food health and hygiene regulations. Dairy products, vegetables, and meat must be refrigerated and stored in compliance with Food Temperature Regulations; refrigerators are provided on-site.

Electrical appliance safety:

Any electrical appliances brought onto the premises by the Hirer must be safe, in good working order, and operated in accordance with the Electricity at Work Regulations. Where a residual circuit breaker (RCD) is provided, it must be used for public safety. The Village Hall reserves the right to conduct spot checks to ensure all guest equipment meets these safety standards.

Decorations

Do not use drawing pins, tacks, nails, or sellotape on walls, floors, or any other surfaces. Blu-tack may be used to display notices or decorations in the Main Hall and decorations in the Taylor Hall must be attached using the hooks provided around the walls and beams. Do not fit decorations near light fittings or heaters. The use of party poppers, confetti, and dancers' chalk is strictly prohibited. Due to the high ceiling in the Main Hall, ensure helium balloons are securely tethered; any loose helium balloons left at the end of the hire will result in a deduction from the deposit.

No structural alterations or additions may be made to the premises, nor may any permanent fixtures be installed or attached to any part of the building without the prior written approval of the Hall Secretary. Any approved alteration, fixture, or attachment may, at the discretion of the Village Hall, remain on the premises at the end of the hire and become the property of the Village Hall, unless the Hirer is directed to remove it. In the event of removal, the Hirer must completely make good any damage caused to the premises to the full satisfaction of the Village Hall.

End of hire

The Hirer is entirely responsible for leaving the indoor premises and the outside garden areas in a clean and tidy condition. This includes removing all rubbish from both the hall and outside grounds; if the on-site hall bins are full, all remaining rubbish must be taken home by the Hirer. Helium canisters must be taken home by the Hirer and must not be left near the hall bins; failure to remove helium canisters will result in a deduction from the deposit.

The Hirer must sweep and mop the floors, wipe down all work surfaces, ovens, and appliances, and ensure that all table tops are thoroughly cleaned before being stored.

To avoid personal injury, please use the trolleys provided for moving tables and chairs, ensuring all furniture is returned and stacked exactly as illustrated on the cupboards. Unless instructed otherwise, upon vacating the Hirer must ensure that all lights are turned out and the hall is securely locked. Failure to comply with these cleanup and security requirements will result in additional operational charges deducted directly from the deposit or charged to the Hirer.

Reporting and feedback

Please report any operational faults, maintenance issues, or accidental damage to the Secretary as soon as possible so they can be rectified quickly for the next user. The Trustees welcome any comments, observations, or feedback you may have regarding your hire experience at Cobham 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

