

## TERMS AND CONDITIONS OF HIRE

This Agreement constituting the Hire Agreement, Terms and Conditions and the Health and Safety Information is made between the Hirer and the Council. The parties agree that the hiring will be carried out in accordance with this Agreement.

### 1. Definitions and Interpretation

1.1 The Council - means Leybourne Parish Council, Little Market Row, Leybourne, Kent ME19 5QL.

1.2 The Hirer – means the person or organisation as set out on the Hire Agreement Form.

1.3 The Premises – means the Main Hall and/or Meeting Room at Leybourne Village Hall, Little Market Row, Leybourne, Kent ME19 5QL as set out in the Hire Agreement Form. The Hire normally includes the use of heating, lighting, kitchen facilities, tables & chairs. However, an additional charge might be made subject to the terms of the booking.

1.4 Total Amount Due – means the total amount that the Hirer is required to pay to the Council as set out on the Hire Agreement Form.

### 2. Bookings

2.1 A booking will only be accepted upon receipt of a signed Hire Agreement Form and, in relation to a Casual Hire, the payment of a Holding Deposit.

2.2 *Regular Booking* – shall mean a set of consecutive daily, weekly or monthly hires that commence and conclude at the same times for a minimum period of 3 months.

2.3 Casual Booking – shall in general mean infrequent hiring's, or any hire that does not fall within the definition specified in 2.2 above.

### 3. Hire Agreement

3.1 The acceptance of a booking shall be by means of a 'Hire Agreement' between the Hirer and Leybourne Parish Council. The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer. The hire agreement will remain in place for a period of one year, or until the end of hire, whichever is the shortest. The hire agreement may be terminated earlier if

conditions of this standard condition of hire are not complied with.

### 4. Use of Premises

4.1 The Hirer shall not use the Premises for any purpose other than that described on the Hire Agreement Form and shall not sub-let without prior authority, or use the Premises or allow the Premises to be used for any unlawful 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 on the Premises without licence.

4.2 Ball games are not permitted within the building.

### 5. Right of Entry

5.1 The Parish Council reserves the right to enter any part of the building or its grounds to confirm compliance with the conditions of hire, or

5.2 To challenge threatening, abusive or disorderly behaviour, or eject any person found or believed to be behaving in such a manner, or

5.3 Where a complaint has been received that the event or persons attending the event are causing annoyance, alarm or distress to local residents, and

5.4 In exceptional circumstances, to bring the event to a close.

5.5 To carry out any urgent maintenance or repairs as deemed reasonable and appropriate.

### 6. Licences

6.1 The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Council against the consequences of the Hirer's failure to do so.

### 7. Gaming, Betting and Lotteries

7.1 The Hirer shall ensure that nothing is done on or in relation to the Premises in

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contravention of the laws relating to gaming, betting and lotteries.

### 8. Public Safety Compliance

8.1 The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, the Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays.

### 9. Electrical Appliance Safety

9.1 The Hirer shall ensure that any electrical appliances brought into and used on the Premises shall be safe and in good working order, having been tested in accordance with current safety testing requirements, and used in a safe manner.

### 10. Alterations & Displays

10.1 The Hirer must not make any alterations to the Premises without the Council's prior written consent.

10.2 Hirers must use the display boards provided. Nothing must be affixed to doors, windows or walls without permission of the Council and then affixed in such a manner that will not cause damage to the fabric of the building.

### 11. Food and Drink

11.1 Persons are not permitted to bring alcohol onto the premises.

11.2 The Hirer shall not permit food or drink to be consumed outside of the Main Hall or rear garden area.

11.3 The Hirer shall when preparing, serving, or selling food observe all relevant food and hygiene legislation and regulations.

11.4 If the Hirer wishes to use caterers on the Premises during the event the Hirer must ensure that the caterers comply with all health and hygiene legislations and regulations.

### 12. Licensed Functions only

12.1 The bar is licensed to 11pm. 30 minutes drinking-up time thereafter is permitted.

12.2 Alcohol or soft drinks purchased elsewhere must not be consumed on the premises.

12.3 A SIA (Security Industry Authority) qualified door person must be employed for all celebration parties for persons 18 to 21 years of age. The Council may require the person to produce his/her registration and insurance.

12.4 The consumption of alcohol outside the confines of the Village Hall is strictly prohibited.

### 13. Animals

13.1 The Hirer shall ensure that no animals (including birds) except guide dogs are brought onto the Premises other than with the prior written consent of the Council.

### 14. General regulations

14.1 The Hirer shall ensure that the following conditions are adhered to in full: -

14.2 No preparation may be applied to the floors.

14.3 No interference with any equipment, electrical or otherwise.

14.4 No interference with the heating system without consent.

### 15. Nuisance & Noise

15.1 The Hirer must not do, or allow anyone attending their event to do, anything on the Premises which is, or may become, a nuisance to the Council or other hirers or to the occupiers of adjoining or neighbouring premises. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises. It is the Hirer's responsibility to ensure that the minimum of noise is made on arrival and departure.

15.2 Sound Systems for Disco equipment or Live Music must be set-up in the designated area of the hall and powered through the Noise Control Unit.

### 16. Children

16.1 The Hirer shall ensure that where a hiring involves activities aimed predominantly at children, they have appropriate child protection policies and procedures in place.

16.2 Where the Hirer wishes to use the Premises for a purpose which involves a regulated activity, the Council may require the Hirer to provide evidence that the necessary CRB or any other appropriate checks have been carried out on all

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persons. The Council reserves that right to review child protection policies and procedures and to impose any additional requirement they consider appropriate in connection with the hiring. If for any reason the Council are not satisfied then they reserve the right to cancel any hiring and there shall be no liability to the Hirer other than to refund any of the Total Amount Due (including any deposit paid).

### 17. Sale of Goods

17.1 The Hirer must not use the Premises for any auction sale, trade, business or manufacture without the written agreement of the Council or for any illegal or immoral act or purpose and the Council reserves the right to cancel with immediate effect any hiring where such use is taking or is intended to take place without refund of the Total Amount Due paid (including any deposit paid).

### 18. Unfit for Use

18.1 The Council may cancel any hiring if the Premises are rendered unfit, or become unavailable due to unforeseen circumstances, or are required for use as a Polling Station for a Parliamentary or Local Government election or by-election and there shall be no liability to the Hirer other than to refund any of the Total Amount Due (including any deposit paid) for the cancelled hiring.

### 19. Refusal of Booking

19.1 The Council may refuse or cancel any hiring if in its opinion the hiring organisation for which the Premises are hired has racist policies, regardless of the stated reason for hiring the building. In such event the Council shall incur no liability to the Hirer whatsoever, other than the return of any of the Total Amount Due that has been paid in respect of such cancelled hiring.

19.2 The Council may at their discretion refuse or cancel a booking if in the Council's opinion the proposed event is, or is likely to be against the general interests of the Council or community of Leybourne. In such event the Council shall incur no liability to the Hirer whatsoever, other than the return of any of the Total Amount Due that has been paid by him in respect of such cancelled hiring.

### 20. End of Hire

20.1 The Hirer shall ensure that the Premises are vacated at the time specified on the Hire Agreement Form and no later than 12 midnight. In the event that the Hirer and his party have not vacated the Premises by the time stated the Council shall at its discretion make an additional charge.

20.2 The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition and any contents temporarily removed from their usual positions properly replaced. If this condition is not complied with the Council shall at its discretion make an additional charge.

### 21. Payment and Total Amount Due

21.1 Details of the Total Amount(s) Due are set out on the Hire Agreement Form.

21.2 Monthly payments by Regular Hirers must be received within 14 days of the date of their invoice.

#### Casual Hire only (20.3 & 20.4)

21.3 The Hirer shall pay a non-refundable deposit of 20% of the Total Amount Due on making the booking. On receipt of the deposit and the signed Hire Agreement Form the booking will be confirmed.

21.4 The Hirer shall pay the Total Amount Due or any balance not less than 14 days before the hiring is to take place. If the booking is made 14 days or less before the Premises are required the Hirer shall pay the Total Amount Due immediately. Cheques should be made payable to 'Leybourne Parish Council'.

21.5 If payment is not made in accordance with clause 20, or if any other terms of this Agreement are not complied with, then the Council reserves the right to cancel the booking. Any amount paid by the Hirer will not be refunded.

### 22. Additional Charges

22.1 The Council reserves the right to apply supplementary charges for any costs incurred as a result of the hiring for services that are attributed, wholly or substantially, to the hirer.

### 23. Insurance

23.1 During the period of hiring, the Hirer shall be responsible for all damages, losses,

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claims and costs arising out of their use of the Premises and shall indemnify the Council from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hiring except where due to the negligence of the Council or their respective servants or agents.

### 24. Cancellation

24.1 The Hirer must give the Council at least 14 days notice of its wish to cancel the booking. If such notice is given to the Council, the Total Amount Due or the deposit paid shall be refunded to the Hirer.

24.2 If a booking is made less than 14 days prior to the date that the Premises are required and the Hirer cancels the booking the Council will not be liable to refund any monies to the Hirer.

24.3 The Council may cancel a booking when circumstances render the Village Hall unsafe, or the use of it impractical, e.g. essential maintenance, or the Hall is required as a Polling Station etc. In such cases the Hirer will be informed as soon as practicable and an alternative date offered or refund given.

### 25. Stored Equipment

25.1 The Council accepts no responsibility for loss or damage to any stored equipment, or other property brought onto or left on the premises.

25.2 All equipment and other property (except stored equipment) must be removed at the end of each hiring.

25.3 A fee may be charged for any unauthorised storage.

25.4 Equipment belonging to Regular Hirers may be kept in the outside storage units by prior arrangement. A storage fee may be charged.

25.5 The Council may, at its discretion, dispose of any such property in the following circumstances: -

- a) None payment of storage fees, or
- b) Failure to remove property within 7 days of the agreed storage period, or
- c) Any other property where a hirer fails to remove it within 7 days of the hire date.

25.6 In relation to 24.5 above, the Council may dispose of any such property by any means and reclaim from the Hirer any reasonable costs incurred.

### 26. Health & Safety

26.1 The Hirer agrees to comply with the terms set out in the Health and Safety Information document and the Emergency Plan for the Temporary Responsible Person.

26.2 The Hirer acknowledges that he/she is familiar with the following: -

- a) Fire alarm points
- b) Fire evacuation procedures, routes, refuge points and assembly point
- c) Location of first aid kit
- d) Location of the accident reporting book

26.3 In accordance with the Premises' fire evacuation plan the Hirer is required to:

- a) Familiarise all participants with the position of fire alarm points, fire evacuation routes and fire assembly point.
- b) Ensure that procedures are in place to evacuate disabled persons from the building.
- c) Comply with the internal reporting procedures of the Premises which the Council will inform the Hirer of on the date of hiring.

### 26.4 Regular Hirers only

The Hirer is advised to carry out Fire Drills regularly to highlight any safety issues.

### 27. Data Protection

27.1 Personal data supplied on the Hire Agreement Form will be held on computer and will be used in accordance with the Data Protection Act 1998 for statistical analysis, management, planning and in the provision of services by the Council. The Hirer's data will not be used for any marketing purposes.

### 28. General Terms

28.1 If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain

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- in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.
- 28.2 No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 28.3 This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.
- 29. Alterations to Conditions**
- 29.1 The Council reserves the right to make changes to these conditions as and when necessary. Any changes to Hire Charges will require 3 months notice.

## HEALTH & SAFETY INFORMATION & ADVICE

### Village Hall Capacity

The dimensions of the Village Hall are 19 metres x 12 metres.

The maximum capacity of the Village Hall is 150 people, but will decrease dramatically when tables and chairs are used.

The 5ft circular dining tables will seat 8 people comfortably. The Main Hall will accommodate approximately 10 of these tables; less if floor space is required for dancing and the bar is in use.

The rectangular trestle tables, normally used for children's parties and buffets, will seat 3 people comfortably on each side.

If seating is to be laid out in rows (theatre style), there must be a gangway along the centre of the Hall towards the double doors and front exit, and a walkway along the sides of the Hall at the end of the rows of chairs to allow unobstructed passage to the Fire Exits. It is recommended that no more than 7 chairs are used per row on each side of the hall and that gangways are no less than 1.07 metres (3'6") wide. When stacking chairs, do not stack more than 5 chairs and use the chair-trolley to move them.

Bouncy Castles are permitted in the Main Hall and rear garden, but please ensure that the supplier also provides safety mats.

### Fire Safety

A Fire risk assessment has been carried out for the Village Hall and control measures put in place. To ensure that these controls are met the event organiser will be responsible for persons under his/her control whilst on site and must notify them of the fire arrangements for the building, i.e. nearest exit door and assembly point.

Fire Regulations stipulate that all Fire Doors must be kept closed and should not be wedged open under any circumstances. All doors along escape routes are Fire Doors, as are the outer doors to the toilets to provide safe refuge should a fire break out in the lobby area.

An Emergency Evacuation Plan is displayed in the Main Hall, next to the Fire Exits on the right hand-side of the hall.

### Fire Instructions

What to do if you discover a fire:

- Raise the alarm immediately by using one of the 'Call Points'.
- Leave immediately by the nearest safe exit route, move quickly but do not run
- Check (if safe to do so) that everyone has been evacuated from the building and call the Fire Service.

- Report to the designated assembly point which is the car park of the Old Rectory Pub, opposite the Village Hall.
- Stay outside the building and await the arrival of the Fire and Rescue Service and only return to the building when given the all clear.

If you hear the alarm or are warned of a fire:

- Leave by the nearest safe exit route, move quickly do not run.
- Assist any person with disabilities
- Report to the assembly point.
- Stay outside the building and await the arrival of the Fire and Rescue Service and only return to the building when given the all clear.

### **Smoking**

Smoking or the use of e-cigarettes is not permitted inside the building. A cigarette bin is provided outside by the entrance and should be used at all times.

### **Health & Safety**

The Parish Council has overall responsibility for health and safety at Leybourne Village Hall. Regular Health & Safety checks are carried out, but should anyone using the hall find a fault, damage or other situation which might cause injury that cannot be immediately rectified; they should inform the Caretaker or Site Manager as soon as possible. Where equipment is damaged a notice should be placed on it warning that it is not be used.

It is the duty of all employees, hirers and visitors to take care of themselves and others who may be affected by their activities and to co-operate with the Council in keeping the premises safe and healthy, including its grounds.

### **Accidents / Incidents**

Details of accidents which result in an injury **must** be entered in the accident book. This is a legal requirement. The accident book is kept in the kitchen, inside the First Aid box. All accidents or incidents should be reported to the Caretaker or Site Manager as soon as reasonably practicable.

### **First Aid**

A First Aid box can be found in the kitchen, in the base unit to the left of the cooker.

### **Risk Assessments**

Risk assessments may be required for certain activities undertaken within the Village Hall and its grounds.

### **Toilet Facilities**

Toilets are situated off the front lobby. The disabled toilet is off the Main Hall and incorporates baby changing facilities.

### **Further Information and Advice**

For further information please contact the Site Manager or Parish Clerk on 01732 873722.

**ALL HIRERS MUST READ THE 'EMERGENCY PLAN FOR THE TEMPORARY RESPONSIBLE PERSON' AND RETURN A SIGNED COPY TO THE PARISH OFFICE BEFORE THE COMMENCEMENT OF HIRE.**

# EMERGENCY PLAN

## Emergency Plan for the temporary responsible person

**As the responsible person for the event you have legal duties with regards to the safety of those persons assisting or attending the event. Before the event or function you should be aware of: -**

- what fire protection systems are present;
- how a fire will be detected;
- how people will be warned if there is a fire;
- what to do if a fire is discovered;
- how the evacuation of the premises should be carried out;
- where people should assemble after they have left the premises and procedures for checking whether the premises has been evacuated;
- identification of key escape routes and exits, how people can gain access to them and escape to a place of safety;
- arrangements for fighting fire;
- specific arrangements, if necessary, for high-fire-risk areas;
- how the fire and rescue service and any other necessary services will be called;
- procedures for meeting the fire and rescue service on their arrival and notifying them of any special risks, e.g. location of highly flammable materials;
- what instruction employees or helpers need and the arrangements for ensuring that this training is given;
- limitation on the numbers of people;
- any chains and padlocks which need removing from fire exits etc.
- exit doors and escape routes must be clear of obstructions.

**Before the event or function you should decide:**

- the arrangements for fighting fire;
- the arrangements for means of escape for disabled persons;
- the duties and identity of staff who have specific responsibilities if there is a fire;
- the arrangements for the safe evacuation of people identified as being especially at risk such as contractors, those with disabilities, children, members of the public and visitors;
- how you will proceed if life safety systems are out of order e.g. fire detection and

alarm systems, sprinklers or smoke control systems;

- who will be responsible for calling the fire and rescue service and any other necessary services;
- who will meet the fire and rescue service on their arrival and notifying them of any special risks, e.g. the location of highly flammable materials; and your plans to deal with people once they have left the premises, especially children.

**At the start of the event or function you should notify all those present about:**

- the smoking policy;
- the emergency warning signal;
- who is supervising and how to identify them;
- location of exits and escape routes;
- taking only valuables immediately to hand but not to go to collect other belongings;
- the location of muster points; and
- what will happen after that (e.g. re-entry to the building)

**During the event or function you should ensure that:**

- escape routes and exits do not become blocked;
- the smoking policy is adhered to;
- no naked flames are started (unless authorised e.g. candles);
- where naked flames are present that combustible material is kept clear;
- rooms do not become overcrowded;
- noise levels cannot drown out the fire alarm; and
- if necessary, the number of persons in the premises is limited or controlled.

**I agree to abide by the roles and responsibilities passed to me as Temporary Responsible Person during my event on (Insert Date).**

**Signature:** .....

**Date:** .....

## ADDITIONAL INFORMATION

### **Medical Attention**

The nearest A&E department is located at: -

Maidstone Hospital  
Hermitage Lane  
Maidstone  
Kent. ME16 9QQ

Telephone: **01622 729000**

The nearest doctor's surgery is located at: -

Little Market Row  
Leybourne

Telephone: **01732 841561**

### **Health & Safety Advice**

The Health and Safety Executive  
Rose Court  
2 Southwark Bridge Road  
London SE1 9HS  
T. 0845 345 0055

Environmental Health Department  
Tonbridge and Malling Borough Council  
Gibson Building  
Gibson Drive  
Kings Hill  
Kent ME19 4LZ.  
T. 01732 844522

Kent Fire and Rescue Service  
The Godlands  
Straw Mill Hill  
Tovil  
Maidstone  
Kent ME15 6XB  
T. 01622 692121

### **Insurance**

The Council's Employers Liability and Public Liability Insurance cover is provided by: -

Zurich Insurance Company  
Galaxy House  
Southwood Crescent  
Farnborough  
Hampshire. GU14 0NJ.  
T. 0870 241 8050

Policy Number: YLL-122019-0353-00  
Date of renewal: 31/05/2015

### **Hire Fee Payments**

Payments can be made by cash, cheque, credit or debit card and BACS transfer.

**Cheques:** Please make cheques payable to **Leybourne Parish Council**.

**Address:** Little Market Row  
Leybourne  
Kent. ME19 5QL.

**BACS:** Unity Trust Bank  
Sort Code:  
Account No: