

West Peckham Village Hall

Booking Form and Hiring Agreement

Hirer please complete, print and return pages 1 to 7 only to the address listed at clause 3.2, and pay the Hire Fee and Security Deposit (if applicable) by bank transfer to the account, details of which are in clause 3.4(b).

DATED:

PARTIES:

(1) West Peckham Village Hall Charitable Incorporated Organisation, registered charity number 1190977; and

(2) The person or organisation named in clause 3.3 ("Hirer")

AGREED as follows:

1. Interpretation

- 1.1. West Peckham Village Hall is referred to as "we"; "our" is to be construed accordingly; and "we" and "us" includes the Village Hall's charity trustees, employees, volunteers, agents and invitees.
- 1.2. The Hirer is referred to as "you"; "your" is to be construed accordingly; and "you" also includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees.
- 1.3. Where you are required to seek our consent, tell us about something or give us something, you must contact the Bookings Clerk (details of whom are in clause 3.2) or, if the Bookings Clerk is not available, any of our Trustees.
- 1.4. References to any legislation or regulation are to be construed as references to any amendment or re-enactment of the legislation or regulation, from time to time.

2. Agreement

- 2.1. In consideration of the hire fee described in clause 3.4, we agree to permit you to use the premises described in clause 3.1 (the "Premises") for the purpose described in clause 3.5 (the "Purpose") for the period(s) (the "Hire Period") described in clause 3.1 (the "Hire").
- 2.2. This Agreement includes the Schedule, the annexed Standard Conditions of Hire (the "Standard Conditions"), the Special Conditions of Hire (if any), the Emergency Plan, the Health & Safety Policy and the Instructions for Hall Users, all of which have been sent to you and form part of this

Agreement and which by signing this Agreement you acknowledge you have read and agree.

3. Hire

3.1. Date(s) and Inventory required

The Premises comprises the West Peckham Village Hall building, its fixtures and fittings and the use of the car park for the purposes described in clause 14 of the Standard Conditions but does not include the grounds unless otherwise agreed.

| Hiring Request | Date or Dates | Time including set-up/clear-up time | | Duration in Hours |
|------------------|---------------|-------------------------------------|----|-------------------|
| | | From | To | |
| Main Hall | | | | |
| Committee Room | | | | |
| Additional Items | | Number | | |
| Hire of Tables | | | | |
| Hire of Chairs | | | | |
| Other | | | | |

The use of the Main Hall and/or the Committee Room includes the use of the kitchen, toilets and the items listed in the inventory in the schedule (the "Inventory").

The booking times allow a 15 minute hirer changeover period only, and the Hire Period must include any set up and clear-up time that you require.

3.2. West Peckham Village Hall Authorised Representative

Our authorised representative is:

Mr Ron Wright, Fairmile, Forge Lane, West Peckham, Maidstone ME18 5JP
(the "Bookings Clerk")

Telephone number: 07761 005995
Email: westpeckhamvillagehall@gmail.com

Hirer

| | | | |
|--|-------------------------|--|--|
| (a) Private Hirer's name & address * | Tel: _____ Email: _____ | | |
| or (b) Organisation name & address * | | | |
| and (c) name & address of Organisation's Authorised Representative * | Tel: _____ Email: _____ | | |

**To be deleted as appropriate*

All notices and other communications pursuant to this Agreement must be in writing, sent to the Bookings Clerk if sent to us, to the Private Hirer in the case of clause 3.3(a) and to the named authorised representative in the case of clause 3.3(b) and in each case may be sent by email.

3.3. Hire Fee

| | | | |
|---|--------------|-----------|----------------|
| Hire Fee | £ | | |
| Security Deposit | £ | | |
| Total:-Hire Fee + Security Deposit | £ | | |
| For Security Deposit/Hire Fee refunds by BACS please enter your account details | Account name | Sort code | Account number |

(a) The Hire Fee (and the Security Deposit if applicable) is payable in full on signing this Agreement.*

The Hire Fee is payable within 14 days of the date of invoice.*
**To be deleted as appropriate*

(b) All payments by the Hirer must be made by bank transfer only to West Peckham Village Hall CIO: Sort code:55-81-07; Account no. 84721464.

(c) We will refund the Security Deposit within 28 days of the end of the Hire Period provided that there is no damage to the Premises; or loss or damage to the fixtures and fittings or the Inventory; the Premises and the Inventory are left clean and tidy; and no complaint has been made to us about noise or other disturbance

during the Hire Period as a result of the Hire. If there has been damage or loss, the Premises and the Inventory are not clean and tidy and/or a complaint has been made, a deduction will be made from the Security Deposit equal to the cost of repair of the damage or of the loss, the cleaning costs and/or an amount equal to what we consider in our absolute discretion is proper compensation for the complaint made. Any deduction is without prejudice to the provisions of clause 4 of the Standard Conditions.

- (d) Provisions relating to cancellation of the Hire are contained in clause 21 of the Standard Conditions.

3.4. Purpose of the Hire

| |
|--|
| <p><i>Please describe here the event or activities</i></p> |
|--|

You confirm that you have:

- (a) Inspected the Premises and the Inventory and that they are suitable for the Purpose;
- (b) Not relied on any warranty, representation or undertaking from us as to the suitability or otherwise of the Premises and the Inventory, that you have conducted your own risk assessment relating to the Hire and that it is your decision to use the Premises and the Inventory for the Purpose; and
- (c) All necessary certificates and consents to hire the Premises for the Purpose (which shall, at our request, be made available to us).

3.5. Booking Confirmations

In order to confirm the following, please delete as appropriate:

- (a) Will tickets be sold for your event? Yes/No
- (b) Is food to be provided at the event? Yes/No
- (c) Is alcohol to be provided at the event? Yes/No
- (d) Will there be an exhibition of film? Yes/No
- (e) Will live music be performed or recorded music played? Yes/No.

4. Permitted Numbers

You agree not to exceed the maximum permitted number of people per room including the organisers/performers:

Main Hall: 100

Committee Room: 20.

5. Licences

- 5.1. There is a licence for music in respect of the Premises with the Performing Right Society for the performance of copyright music and from Phonographic Performance Limited for the playing of copyright recorded music.
- 5.2. This Agreement confers on you permission for the performance of live music and the playing of recorded music under the Deregulation Act 2015.
- 5.3. It is your responsibility to ensure that the licence referred to in clause 5.1 is appropriate for the Purpose and if not you must obtain the necessary licences.
- 5.4. It is also your responsibility to ensure that screenings of age-restricted films are only shown in accordance with the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. The Deregulation Act 2015 requires you to have our written permission to show a film and this Agreement confers the required permission on you.
- 5.5. You agree that if regulated entertainment which is outside the Deregulation Act 2015 is to be held you will obtain our prior consent before giving notice of a Temporary Event Notice ("TEN") to the licensing authority.
- 5.6. We do not have a licence for the sale of alcohol in respect of the Premises. You must obtain our prior consent to provide alcohol at any event on the Premises and before giving notice of a TEN to the licensing authority.
- 5.7. If you fail to comply with clauses 5.4, 5.5 or 5.6, we will cancel the Hire immediately and without compensation. The Hire Fee will not be refundable and if not paid will become due and payable. This is because there is a limit on the number of TENs that can be granted annually for any Premises. Lack of co-operation could affect future fundraising by us and by local voluntary organisations.
- 5.8. You will comply with the terms of any licence for the sale of alcohol and other licences obtained by you or us in connection with the Hire.

6. Privacy Notice

The Privacy Notice on the West Peckham Village Hall website (westpeckhamvillagehall.co.uk) and our Data Protection Policy which is accessible from the Privacy Notice, explains the types of personal data we may collect about you when you interact with us. It also explains how we store and handle that data and keep it safe and also your rights in connection with your personal data. We may update our Privacy Notice and Data Protection Policy from time to time but all updates are incorporated into the versions on our website.

7. Termination

- 7.1. Without affecting any other right or remedy available to us, we may terminate this Agreement with immediate effect by giving notice to you if:
- (a) At any time the Hire Fee or any other payment payable under or pursuant to this Agreement by you is unpaid for 14 days after becoming due (whether demanded or not);
 - (b) You have failed for a period of 14 days to remedy any breach (capable of remedy) of any of the terms of this Agreement after being required to remedy the same by notice from us specifying the breach and requiring the same to be remedied;
 - (c) You commit a material breach of the terms of this Agreement which in our sole opinion is not remediable and is stated to be so in the notice of termination given to you;
 - (d) You repeatedly breach the terms of this Agreement in such a manner as to reasonably justify our opinion that your conduct is inconsistent with having the intention or ability to comply with the terms of this Agreement; or
 - (e) You cease to trade, a receiver is appointed over the whole or part of your assets or a petition is filed, a notice given, a resolution passed or an order is made for or in connection with your winding up or any application is made or an order made to court for the appointment of an administrator, or being an individual, you become bankrupt, or you make an assignment for the benefit of or enter into any compromise or arrangement with your creditors generally or threaten to do any of these things.

8. Other Clauses

- 8.1. You agree that you will be present at the Premises either personally as the Hirer or by your authorised representative, if appropriate, at all times during the Hire Period.
- 8.2. You, as the Hirer in clause 3.3(a) or the organisation in clause 3.3(b) will, and will procure that all persons referred to in clause 1.2 will, comply fully with the terms of this Agreement.

- 8.3. 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.

9. Signatures

Signed by or on behalf of the parties to this Agreement or their duly authorised representatives:

| | |
|---|------------|
| Duly authorised representative of West Peckham Village Hall | Signature: |
|---|------------|

| | |
|--|------------|
| Hirer or duly authorised representative of the Hirer (as applicable) | Signature: |
|--|------------|

West Peckham Village Hall

Standard Conditions of Hire

The management of West Peckham Village Hall is vested in the trustees of West Peckham Village Hall CIO. We do not maintain an on-site presence, such as a caretaker or manager, but reserve the right of entry to the Premises at all times.

If you are in any doubt as to the meaning of any of these Standard Conditions, you must seek clarification from us without delay.

1. Age

The Hirer or its authorised representative (if applicable) must be not less than 18 years of age.

2. Supervision

2.1. During the Hire Period, you are responsible for:

- (a) Supervision of the Premises and the use of the Inventory;
- (b) Care of the Premises, safety from damage however slight or change of any sort;
- (c) The behaviour of all persons using the Premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway;
- (d) Advising us of any breakages or possible damage to the Premises, the fixtures and fittings and the Inventory; and
- (e) The obligations, duties and responsibilities of supervisors which are set out in Part 3 of the Health & Safety Policy.

2.2. As directed by us, you must make good or pay for all loss and damage to the Premises and to the Inventory. Assessment of any such loss or damage is at our sole discretion.

3. Use of Premises

3.1. You must not use the Premises for any purpose other than for the Purpose and must 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 or do anything or bring onto the Premises anything which might endanger the Premises or render invalid any insurance policies covering the Premises nor allow the consumption of alcohol without our written consent.

The hire of the Premises does not entitle you to use or enter the Premises at any time other than the specific hours in the Hire Period, unless prior arrangements have been made with the Bookings Clerk.

4. Insurance and indemnity

4.1. You are liable for:

- (a) The cost of making good any loss or damage done to, and pay for any loss of, any part of the Premises, the Inventory or the grounds;
- (b) All claims made against us and losses, damages and costs suffered or incurred by us in respect of damage or loss of property or injury to persons arising out of or as a result of your use of the Premises (including any stored equipment); and
- (c) All claims made against us and losses, damages and costs suffered or incurred by us as a result of any nuisance (including noise or other disturbance) caused to a third party as a result of your use of the Premises; and

subject to clause 4.2, you agree to indemnify us and keep us indemnified from and against all such liabilities, including all claims, costs, losses and damages.

- 4.2. We will deduct from any sums payable by you pursuant to clause 4.1, an amount equal to the insurance proceeds we receive under any insurance policy we have taken out to insure any of the liabilities described in clause 4.1(a) to clause 4.1(c).
- 4.3. Where we do not insure the liabilities described in clauses 4.1(b) and 4.1(c), you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to the Bookings Clerk. If you fail to produce such policy and evidence of cover, we will terminate this Agreement and where possible re-hire the Premises to another hirer.

5. Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting and lotteries, and you must ensure that the requirements of the relevant legislation are strictly observed at all times.

6. Safeguarding children, young people and adults at risk

By signing this Agreement, you confirm that you have carefully considered the requirements of the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation and that you have either adopted an adequate safeguarding policy in respect of their activities in the Hall, or have concluded that it is not necessary to adopt such a policy. In addition, you confirm that you have undertaken any required DBS checks in respect of any organiser, supervisor or assistant at their activities and have received and hold relevant written confirmation of approval of all relevant persons under such DBS checks. You further confirm that such approvals remain valid for the duration of all hires under this Agreement.

7. Public safety compliance

- 7.1. In addition to all other relevant provisions of this Agreement, you must comply with all conditions and regulations made in respect of the Premises by the Local Authority, the Licensing Authority, and our 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. You must also comply with our Health and Safety Policy.
- 7.2. You must call the Fire Service to any outbreak of fire, however slight, and promptly give details to the Bookings Clerk.
- 7.3. You acknowledge that you have received instruction in the following matters:
- (a) The action to be taken in the event of fire. This includes calling the Fire Service and evacuating the Premises in accordance with the Emergency Plan;
 - (b) The location and use of fire equipment;
 - (c) Escape routes and the need to keep them clear;
 - (d) The method of operation of escape door fastenings;
 - (e) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire; and
 - (f) The location of the First Aid box.
- 7.4. In advance of any activity whether regulated entertainment or not you must check the following items:
- (a) That all fire exits are unlocked and panic bolts are in good working order;
 - (b) That all escape routes are free of obstruction and can be safely used for instant free public exit;
 - (c) That any fire doors are not wedged open;
 - (d) That exit signs are illuminated;
 - (e) That there are no fire hazards on the Premises; and

- (f) That the emergency lighting supply illuminating all exit signs and routes is turned on during the whole of the time the Premises is occupied (if not operated by an automatic mains failure switching device).

8. Noise

You must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, 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 music must be turned off by 10:30pm Sunday to Friday and 11:00pm on Saturday and the Premises vacated by 11:30pm Sunday to Friday and midnight on Saturday.

9. Drunk and disorderly behaviour and supply of illegal or recreational drugs

- 9.1. You must ensure that in order to avoid disturbing neighbours of the Premises and avoid any violent or criminal behaviour:
 - (a) No one attending the event consumes excessive amounts of alcohol; and
 - (b) No illegal or recreational drugs are brought onto the Premises.
- 9.2. Drunk and disorderly behaviour is not permitted either on the Premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the Premises in accordance with the Licensing Act 2003. We reserve the right to terminate the Hire where it has become disorderly or where offensive material or behaviour is in evidence. Additionally, improper operation of the fire alarm or extinguishers constitutes disorderly behaviour and will result in automatic loss of any Hire Fee and any Security Deposit and if the Hire Fee has not already been paid, it will become due and payable.

10. Food, health and hygiene

- 10.1. You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
- 10.2. The Premises is not registered with the local authority as a 'food business' under Regulation 852/2004, and the Premises is not provided with a refrigerator and thermometer. If you are a 'food business operator' you are responsible for registering your activity with the local authority.

11. Electrical appliance safety

- 11.1. You must ensure that any electrical appliances brought by you to the Premises and used there are safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989. In addition, all such electrical appliances must have been PAT tested. Where a residual circuit breaker is provided you must make use of it in the interests of public safety.

12. Stored equipment

- 12.1. Permission from the Bookings Clerk must be obtained in advance before equipment or property is left or stored on the Premises ("Stored Equipment"). Any Stored Equipment must be clearly marked with the owner's name. No equipment or property should be left on the Premises by way of a donation without the prior consent of the Bookings Clerk.
- 12.2. We accept no responsibility for any Stored Equipment or other equipment or property left at the Premises and all liability for loss or damage to any Stored Equipment or other equipment or property is hereby excluded. All of your equipment and property (other than Stored Equipment) must be removed at the end of each Hire Period, failing which we will charge fees for each day or part of a day at the same rate as the Hire Fee until it or they are removed.

- 12.3. We may, in our discretion, dispose of any Stored Equipment or your equipment or property by sale or otherwise on such terms and conditions as we think fit, and charge you any costs we incur in storing and selling or otherwise disposing of the same, in either of the following circumstances:
- (a) Your failure either to pay any charges in respect of Stored Equipment due and payable or to remove it within 7 days after the agreed storage period has ended; or
 - (b) Your failure to remove your equipment and property brought on to the Premises (other than Stored Equipment) at the end of the Hire Period.

13. Smoking

- 13.1. All parts of the Premises (including the car park) and the grounds are designated as 'No Smoking' areas.
- 13.2. You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision or who smokes in the car park or in the grounds to leave the Premises. You must ensure that anyone wishing to smoke does so away from the Premises and disposes of cigarette ends, matches, etc. in a tidy and responsible manner, so as not to cause a fire or litter. We reserve the right to make a charge for cleaning costs if there is any smoke damage to the fabric of the Premises or any residual odour as a result of infringement of this clause.

14. Car Park

You are permitted to use the car park for the parking of private motor vehicles only, during the Hire Period, but must ensure that the car park is adequately marshalled and controlled throughout the Hire Period. All users do so at their own risk, and we accept no responsibility for any loss or damage which may occur to vehicles and their drivers, passengers or contents whilst in the car park.

15. Accidents and Dangerous Occurrences

You must report to the Bookings Clerk as soon as possible any failure of our equipment or equipment brought in by you. You must report all accidents involving personal injury to us as soon as possible and complete the relevant section in our accident book (kept above the fire blanket in the kitchen). You must report certain types of accident or injury on a special form to the Incident Contact Centre. The Bookings Clerk can 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 2013 (RIDDOR).

16. Explosives and Flammable Substances

- 16.1. You must ensure that:
- (a) Highly flammable and explosive substances (including fireworks) are not brought onto, or used in any part of the Premises;
 - (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our prior consent;
 - (c) No decorations are put up near heaters, light fittings or electrical appliances; and
 - (d) All decorations are removed and any resultant damage or discolouration made good prior to the end of the Hire Period.

Heating

You must not bring any heating appliances onto the Premises without our prior consent. You are not permitted to use portable liquefied propane gas (LPG) heating appliances.

17. Animals

- 17.1. You must allow guide dogs, hearing dogs and owners of assistance dogs on the Premises.
- 17.2. You are not permitted to take or allow dogs or other animals into the kitchen under any circumstances at any time.

18. Fly Posting

- 18.1. You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Premises and must indemnify and keep us indemnified from and against all claims costs, losses and damages arising out of or as a result of any breach of this clause 19. If you fail to observe this clause you may be prosecuted by the local authority.
- 18.2. You must not place any notice, advertisement or poster on our internal and external notice boards without our prior consent.

19. Sale of Goods

You must, if selling goods on the Premises, comply with Fair Trading laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

20. Cancellation

- 20.1. If you wish to cancel the Hire before the start of the Hire Period, the Hire Fee remains due and payable by you or if paid will not be refunded, unless having notified the Bookings Clerk of your wish to cancel the Hire, we are able to re-hire the Premises for the Hire Period in which case the Hire Fee will not be payable or will be refunded (as applicable).
- 20.2. We reserve the right to cancel the Hire by notice to you if:
 - (a) The Premises is required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
 - (b) In our reasonable opinion we consider that: (i) such hiring will lead to a breach of any licensing conditions, if applicable, or other legal or statutory requirements; or (ii) unlawful or unsuitable activities will take place at the Premises as a result of the Hire;
 - (c) The Premises becomes unfit for your intended use;
 - (d) An emergency occurs which requires the use of the Premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters; or
 - (e) You have failed to disclose the true purpose of the Hire.
 - (f) We require access to the Premises to undertake maintenance, repair or installation work.
- 20.3. In any such case, except in respect of clauses 21.2(b) or 21.2(e), you will be entitled to a refund of the Hire Fee if already paid (together with the Security Deposit, if any), but we will not be liable to you for any other direct or indirect or consequential loss or damages whatsoever. In the case of clauses 21.2(b) or 21.2(e), any Hire Fee paid will not be refunded and if not paid will become due and payable.

21. Limitation of Liability

- 21.1. Our liability to you under or in connection with this Agreement is limited to the amount of the Hire Fee paid by you in respect of the Hire or Hires to which the liability relates, except in the case of death or personal injury caused by our negligence, or fraud or

fraudulent misrepresentation on our part or in respect of any other matter for which it is illegal or unlawful for us to limit or purport to limit our liability to you.

End of Hire – Cleaning & Security

- 21.2. You are responsible for leaving the Premises, the surrounding area and the Inventory in a clean and tidy condition, ready for the next user, with internal doors closed and windows and external doors closed and locked, unless directed otherwise, and any Inventory which have been temporarily removed from the usual positions properly replaced, failing which we may make an additional charge for doing so. All lights (other than emergency exit lights) and kitchen appliances (including the kitchen immersion heater) must be turned off prior to leaving the Premises.
- 21.3. It is your responsibility to remove from the Premises all material brought to the Premises by you, including rubbish, food and food waste, litter and decorations.
- 21.4. Unless you are a regular hirer with your own access key, you must return the key to the Bookings Clerk within 24 hours of the expiry of the Hire Period.

22. No Alterations

- 22.1. You must not make any alterations or additions to the Premises, nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the Premises without our prior consent. Costs incurred by us in removing any such items and any adhesives used and in making good any resultant damage or discolouration shall be recoverable from you. At our discretion, any alteration or addition which we have approved may remain on the Premises at the end of the Hire Period. Such items will become our property unless you remove them. In any event, you must make good to our satisfaction any damage caused to the Premises by such removal.

23. No Rights

This Agreement only constitutes permission to use the Premises and confers no tenancy or other right of occupation on you.

24. Entire Agreement

This Agreement constitutes the whole agreement between the parties relating to the subject matter of this Agreement, to the exclusion of any terms implied by law which may be excluded by contract. We and you each acknowledges that we and you have not been induced to enter into this Agreement and so far as is permitted by law and except in the case of fraud, hereby waives any remedy in respect of, any warranties, representations and undertakings not expressly set out in this Agreement.

25. Severance

If any of the provisions of this Agreement is or becomes invalid, illegal or unenforceable or is deemed to be unenforceable, shall be deleted but shall not affect the validity or enforceability of any other provisions of this Agreement.