



# Aylesford Village Community Centre

## Single and block bookings Terms and Conditions of Hire.

**These standard conditions along with the special conditions apply to all hiring of the Centre. If the Hirer is in any doubt as to the meaning of the following, the Bookings Manager should immediately be consulted.**

### Definitions

- a) The Aylesford Village Community Centre, Management Committee and staff thereof will hereby be known as the "Centre".
- b) The person or organisation hiring the hall will be referred to as the "Hirer".
- c) "Premises" shall mean the areas of the Aylesford Community Centre which the Hirer has agreed to hire.
- d) "Temporary Responsible Person" is deemed to be the person responsible for all matters of health and safety during the hire.

### 1. General

**1.1** In consideration of the hire fee the Centre agrees to permit the Hirer to use the premises for the period agreed on the hiring agreement. The Hirer accepts responsibility of being the temporary responsible person throughout the hire.

**1.2** The Hirer agrees to perform the provisions and stipulations contained, or referred to, in the Centre's Hire agreement, current terms and conditions and the special conditions.

The hiring agreement together with the terms and conditions and special conditions form the complete hire agreement.

**1.3** The Hirer acknowledges they have received the instructions in the following matters:

The action to take in the event of fire, medical emergency and the matters to be aware of as detailed in the Emergency Plan.

**1.4** In observation of Fire Regulations, numbers are strictly limited for occupation of the different function rooms. The Main hall can accommodate no more than 240 people, the Kings Studio can accommodate no more than 60, and both halls combined can accommodate no more than 300. The Tremain hall can accommodate no more than 60 and the David Loader library meeting room can accommodate no more than 15. It is agreed that the hirer MUST NOT have more than these stipulated occupancy levels. Please read the special conditions of hire relating to the numbers that can be accommodated.

**1.5** The Hirer must ensure there are sufficient attendants for a large event.

- Two adult attendants are required for up to 100 persons.
- Three adult attendants are required for 100 - 249 persons.
- Four adult attendants are required for 250 - 300 persons

If the majority of the audience are under 18 years and if there are disabled people present the minimum attendants is three. All persons on duty shall have been instructed by the Hirer in their responsibilities in the event of an emergency, including special attention to the disabled, the elderly and children. They will also have a copy of the Emergency Plan.

**1.6** As there is more than one hall available for hire some facilities may be shared at times (bar, toilets, kitchens).

**1.7** No alterations or additions may be made to the premises; nor may any fixtures be installed without the prior written approval by the Centre. Any posters, decorations etc. should be attached to free standing supports. Any damage caused to the premises will be charged and the Centre will advise of what costs are involved. The Centre will use the security/damage deposit to recover any costs incurred.

**1.8** The hiring agreement constitutes permission only to use the premises on the date and time stipulated on the form and confers no tenancy or other rights of occupation on the Hirer.

**1.9** The Centre does not, under any circumstances, accept responsibility for liability in respect of any loss of / or damage to property left or brought into the premises. The Centre reserves the right to pass on any 'lost property' to a charity shop of their choosing, after one month.

**1.10** The Hirer must ensure that noise is kept to a reasonable level upon arrival and departure, particularly late at night and early in the morning. Consideration should also be given to other users. Music should be played at a level that does not impact on our neighbours.

**1.11** The Hirer shall ensure they comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. No SMOKING is permitted anywhere in the Community Centre Building. Hirers should ensure that any smoking outside the building is safe, that the provided receptacles are used for the disposal of cigarette ends, that the area is left clean and tidy and that no disturbance is caused to others.

### 2. Booking

**2.1** All applications for hire of the facilities within the Community Centre must be made by email or telephone and a hiring agreement will be drawn up for signature by the hirer.

**2.2** The person signing the booking form shall be deemed to be the hirer. The hirer must be 21yrs of age or over and will be the temporary responsible person during the booked times, ensuring that all of the conditions relating to the management and supervision of the premises are met.

**2.3** Set up and clear down time must be included in the booked time.

**2.4** Any booking which continues beyond the hours stated on the hire agreement will be charged to the hirer.

**2.5** The hirer, by signing, has agreed they fully understand and will adhere to all the conditions of hire. If any of the conditions are deemed to be broken the booking will be cancelled.

**2.6** A booking is not considered confirmed until a signed hiring agreement and the deposits have been received and the booking has been confirmed to the hirer by the Centre. The hire charge must be paid in full not later than 30 working days before the booking date.

### 3. Deposits

**3.1** A Security/Damage Deposit of £100 is payable for the hire at the time of booking. A higher Security/Damage Deposit of £250 is payable for all parties including 18th and 21st birthday parties. An additional deposit of £100 is required for use of the stage. At the end of your hire an inspection will be made of the hall by a member of staff, any damage to the building, goods or appliances within the premises will be reported to the Centre, who will in turn discuss the damage and potential costs with the hirer

• If there is no damage or loss then the security/damage deposit will be returned within 30 working days, direct to the hirers bank account, Details of the account to be used, must be entered on the hiring agreement.

**3.2** If the damage deposit is insufficient to cover the cost of the damage then the excess shall be recovered as a civil debt from the hirer.

**3.3** If any damage caused to the premises results in other bookings being unable to use the facilities the hirer may be liable for any costs associated with this.

### 4. Cancellation

**4.1** The hirer will not be issued a refund if the booking is cancelled less than 14 days prior to the event date unless another booking can be arranged. If a cancellation is received between 14 days and 30 days, repayment of the hire charge and or the security/damage deposit will be at the discretion of the Centre Trustees.

**4.2** The Centre reserves the right to cancel this hiring by written notice to the Hirer in the event of:

• The Centre reasonably considering that (i) such hiring would lead to a breach of licensing conditions or other statutory requirements, or (ii) unlawful or unsuitable activities would take place at the premises as a result of the hiring.

• The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

• The Centre being required for use as a shelter in the event of a disaster.

• The premises becoming unfit for the use intended by the Hirer.

In all such cases, the Hirer would be entitled to a refund of any deposit and /or full payment already paid, but the Community Centre would not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

**4.3** The Centre reserves the right to close the premises at any time for emergency or periodic maintenance.

**4.4** The Centre reserves the right to cancel any booking at its discretion and to change or amend the terms and conditions of hire at any time without prior notice, although we endeavour to honour all bookings.

### 5. Payments

**5.1** The full payment of hire fees is payable 30 working days before the event.

**5.2** All payments including security/damage deposits must be made by faster payment (BACS) payable to the "Aylesford Village Community Centre" to account number 00014747 sort code 40 52 40. The Centre reserves the right to adjust the hire charge as and when necessary without prior notice. We also accept cheques but return of deposits is always by a bank transfer.

### 6. Start and End of Hire

**6.1** The facility will be unlocked and handed over to the hirer at the time stated on the booking form. The hirer is then the responsible person in charge of the facility. The hirer must be on-site for the duration of the booking and be conversant with the emergency plan in particular relating to safe evacuation of all persons in the event of fire.

**6.2** The Hirer is responsible for leaving the premises and surrounding area in a clean and tidy condition following posted instructions. No chemicals or water are to be used on the main hall floor. A spray mop, dry mop, dustpan and brush and a vacuum cleaner are located in the chair store. All spillages must be mopped up immediately.

**6.3** The Premises must be locked, windows closed and lights and other electrical items that may have been used switched off before leaving.

**6.4** Tables and chairs must be cleaned at the end of the hire and all rubbish removed.

**6.5** An event MUST NOT continue beyond the booked time.

**6.6** Music must cease by 11.30pm at the latest.

## 7. Supervision

7.1 The Hirer, during the period of hiring, will be responsible for: supervision of the premises, the care, and safety from damage of all fabric and contents; the behaviour of all persons using the premises whatever their capacity; proper supervision of car parking arrangements so as to avoid obstruction; the safety of all their attendees, including following a safe evacuation procedure in an emergency.

7.2 The Centre reserves the right to eject from the premises anyone considered to be objectionable (including any third party hired by the hirer for the event) and the hirer will be liable for any costs that arise from this.

7.3 As directed by the Centre, the Hirer will be liable for the cost of any damage (including accidental and malicious damage) done to any part of the premises, including the curtilage thereof or to the fixtures, fittings or contents and for the loss of contents or injury to any persons.

7.4 The Hirer is strongly advised to arrange insurance cover for the period of hire to meet any claims for which they be held liable.

## 8. Use of Premises and equipment

8.1 The Hirer will not use the premises for any purpose other than that described in the hiring agreement, or sub-hire the premises 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.

8.2 All equipment hired can only be used within the facility and must not be removed. In particular chairs and tables must not be taken onto the grass area at the rear of the building.

8.3 Tables and chairs must be cleaned before stacking on the trolleys, there will be a charge if these are put away without being cleaned.

8.4 Damage to the walls and floors by use of tapes, nails or other fixings and equipment shall be charged to the hirer.

8.5 There is a shared car park administered by the Aylesford Parish Council and we cannot guarantee parking. A height barrier is in use, you must ensure that we are notified well in advance of high vehicles that may need access so that the barrier can be raised.

8.6 No advertising or publicity material may be displayed inside or outside the building without the prior approval of the Centre. The Hirer shall indemnify the Centre against all actions, claims and proceedings arising from any breach.

8.7 No smoke machines, heating cooking oil on the hob, or any other equipment that may affect the sensors, are allowed.

8.8 Illegal substances are not permitted on site.

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

8.10 The Centre accepts no responsibility for equipment or items left on the premises by the Hirer. All liability for loss or damage is hereby excluded. All equipment and other property (other than that stored with the permission of the Centre) must be removed at the end of the hiring or fees will be charged.

## 9. Licences

9.1 The Centre holds the appropriate entertainments licence and PRS and PPL licences for the use of copyright music in any form. The hirer is responsible for obtaining any further licences that may be required.

9.2 The Centre does not hold a Television License, the use of any equipment that accesses TV programmes whether live, catch-up, on demand or any other means is not permitted.

9.3 The Centre does not hold a license for film shows. No film shows are permitted.

## 10. Alcohol

10.1 A copy of the conditions of the Premises License and /or operating schedule for the Premises is displayed in the Centre. The bar will close 30 minutes before the booked ending time.

10.2 The Hirer shall ensure that excessive consumption of alcohol does not take place.

10.3 Alcohol can only be distributed via the bar facilities which must be formally requested at time of booking. Consumption of alcohol from outside sources is not permitted. The Hirer or their guests are not permitted to bring alcohol into the premises. Hirers will be required to terminate the function if this condition of hiring is broken, no deposits will be refunded.

10.4 When the bar is open, guests are not permitted to supply their own drinks (alcohol or soft drinks).

10.5 The bar reserves the right to ask for ID.

10.6 Hirers must provide an estimate of the numbers attending a function for the purpose of providing adequate bar staff. This information must be received at least fourteen days prior to the date of the event and should be as accurate as possible.

10.7 Anyone found to be purchasing and/or supplying alcohol to persons under the age of 18 will be asked to leave the premises and the police may be called. If minors are consuming alcohol on the premises the function will be closed and the police called.

10.8 The Bar staff reserve the right to refuse alcohol to anyone who appears to be drunk and/or disorderly and may ask the person involved to leave the premises. Refusal to do so will lead to the police being called.

10.9 No glasses are to be taken outside of the Community Centre building. Plastic glasses are available for use on the patio.

## 11. Public Safety Compliance

The Hirer must comply with all the conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, or the licensing authority or otherwise particularly in connection with any event which constitutes regulated entertainment, at which alcohol is provided/sold or that is attended by children.

## 12. Health & Safety and Hygiene

12.1 The Hirer, if preparing or serving food, must observe all relevant food health and hygiene legislation and regulations.

12.2 No fireworks (indoor or outdoor) are allowed.

12.3 Highly flammable substances will not be permitted on site. No naked flames of any kind including pyrotechnics and candles may be used in any part of the Premises.

12.4 No internal decorations of a combustible nature (eg polystyrene, cotton wool etc) shall be used. No decorations near light fittings or heaters.

12.5 Children and animals are not allowed in the kitchen.

12.6 The Centre have the right to refuse any article/appliance being brought onto site that is deemed dangerous or offensive.

12.7 If the hirer is using a third party for such things as catering or music provision then the hirer is responsible for their conduct. Any damage or liability as the result of the sub-contractor and their actions is the responsibility of the hirer.

12.8 The Hirer must ensure that any electrical appliances brought to the premises by them or third party such as a DJ's are PAT tested and have an attached safety certificate, See 12.9 for additional requirements for DJ's and bouncy castles etc.

12.9 Hirers must provide written evidence of a current Public Liability Insurance certificate with a Limit of Indemnity of at least £5 million for all DJ's and inflatable suppliers.

12.10 The use of extension leads where one extension lead is plugged into another is not permitted.

12.11 No unauthorised heating or cooking appliances are allowed on site.

## 13. Fire Safety

13.1 Fire exits must not be obstructed. The fire exit lighting will illuminate in the event of a power failure.

13.2 It is the hirer's responsibility to ensure that the fire procedures displayed in the building and detailed on the emergency plan are verbally communicated to their guests/clients.

13.3 Fire equipment must be kept in its proper place and only used for its intended purpose.

13.4 In the event of a fire, everyone must vacate the building and meet at the assembly points and must not re-enter the premises until it has been deemed safe to do so by the fire brigade, and the fire alarm has been switched off. The fire brigade must be called even for a small fire. Follow the directions of the Emergency Plan relating to fire.

## 14. Accidents & Dangerous Occurrences

14.1 The Hirer must report all accidents involving injury to the public, to the Centre as soon as possible and complete the relevant paperwork in the Centre's accident book. For the Main hall the accident book is in the servery and for the small halls in the kitchen.

14.2 A defibrillator is available at the back of the main hall and there are first-aid boxes available to all users of the facilities these can be found on the wall in the kitchens.

## 15. Failure of equipment

Failure of equipment belonging to the Centre or brought in by the Hirer must also be reported as soon as possible.

## 16. Animals

The hirer must ensure that no animals (including reptiles and birds) except guide dogs are brought into the premises. Except where they are authorised by the Centre. No animals are allowed in the kitchen under any circumstances.

## 17. Compliance with the Children Act 1989

The Hirer must ensure that any activities for children comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have been DBS checked have access to the children. The Hirer shall provide the Centre with a copy of their child protection policy on request.

## 18. Sale of Goods

18.1 The Hirer, if selling goods on the premises, must comply with the fair-trading laws and any code of practice used in connection with such sales. In particular, the Hirer must ensure that the total price of all goods and services are prominently displayed, along with the organiser's name and address, and that any discounts offered are based only on manufacturer's retail prices.

18.2 The Kent County Act 2001 requires the organiser of an occasional sale to notify Kent County Council in writing of their intention to hold such a sale, at least 21 days before the sale takes place.

## 19. Complaints

Any complaints should be made in writing within 48 hours of the function. To the Secretary, secretary@avcc-hallhire.co.uk

19.1 The trustees reserve the right to vary any of the above conditions when necessary.