

# Blean Village Hall – Regular Hire Booking Form and Hire Agreement

(The Hirer is advised to retain a copy of their completed booking form)

**Regular Booking Hiring Agreement. Hirer please print, complete and return pages 1 & 2 only to the address listed at 1.2 below, together with your list of annual booking details on sheets 3 and 4.**

Parties:

- |   |
|---|
| (1) Blean Village Hall Management Committee, and<br>(2) |
|---|

- (1) The Village Hall named in clause 1.2 acting by its management committee (“Village Hall”)  
 (2) The person or organisation named in clause 1.3 (“Hirer”)

**AGREED** as follows:

**1.** In consideration of the hire fee described in clause 1.4, the Village Hall agrees to permit the Hirer to use the premises described in clause 1.5 for the purpose described in clause 1.6 for the period(s) described in clause 1.1. The details inserted in sub-clauses 1.1 to 1.6 below and the answers to the questions in sub-clauses 1.7 and clause 2 are terms of this agreement. This Hiring Agreement includes the annexed documents referred to in section 6.

**1.1. Summary of date(s) and facilities required. Please complete booking list on pages 3/4:**

Hiring Request	Day(s) – state weekly/monthly	Duration including preparation time		Total Hours
		From	To	
Hall				
Community Area				
Committee Room				
<b>Additional Items</b>				<b>Please tick ✓</b>
Use of cooker – fee applies				
Stage (demountable)				
Projector with fixed screen (Main Hall only) connecting lead available on request				

**1.2. Blean Village Hall Authorised Representative:**

Address: - The Lettings Officer, Blean Village Hall, 2 School Lane, Blean, Canterbury, Kent. CT2 9JA.  
 Tel 07709 530860. Email address: - [bleanvillagehall@gmail.com](mailto:bleanvillagehall@gmail.com)

**1.3. Hirer**

(a) Hirer’s name & address	
or	Tel: Email
(b) Organisation name and	
(c) Name & address of Organisation’s Authorised Representative (if different from (a) above)	Tel: Email

\* - Delete as applicable

#### 1.4. Hire Fee

Hire Fee Per Session	£	Total Monthly Hire Fee	£
Payment terms	Monthly in advance, payment due 14 days from receipt of invoice		
Method of invoicing	Email to address in 1.3 (a)* or (c)*	I will collect my invoice from the Hall*	

\* - Delete as applicable

#### 1.5. Purpose / description of hiring event

Public / Private event*	Commercial use: Yes / No*

\* - Delete as applicable

If tickets have been sold, the event will be classed as public even if the guest list has been restricted.

If you are a "for profit" organisation your booking will be for Commercial use.

### 2. Licenced Premises

#### 2.1. Licensable Activities

Please indicate which (if any) licensable activities will take place at your event	
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See Information for Hirers for details of permitted licensable activities, music & film licenses.

#### 2.2. Alcohol Licence

The Village Hall is not licenced for the sale of alcohol. Please see Information for Hirers for details.

#### 2.3. Maximum number of occupants

The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers and any caterers or other service providers.

Room	Occupancy Limit	Room	Occupancy Limit
Entire building	300	Community Area	147
Hall	100	Committee Room	53

3. The Hirer agrees with the Village Hall to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.
4. It is hereby agreed that the Standard Conditions of Hire (attached) together with any additional conditions imposed under the Premises Licence, Information for Hirers or that the Village Hall deems necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Village Hall and the Hirer. This agreement expires no later than 1 year from the date entered on page 1.
5. 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.

#### 6. Signatures:

Signed by the person named at 1.2 above, duly authorised, on behalf of the Village Hall:

Village Hall:
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Signed by the person named at 1.3(a) above or at 1.3(c) above, duly authorised, on behalf of the organisation named at 1.3(b) above, where applicable.

I have read and agree to the Information for Hirers, Standard Conditions of Hire and Emergency Equipment and Evacuation Plan attached:

Hirer:
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\* - Delete as applicable





## Information for Hirers

- Booking times allow a 15 minute hirer changeover period only and the duration of your booking must include any set-up and clear-up time that you require.
- If you find the Hall in an unacceptable condition on arrival please report it to Lettings Officer.
- **The Village Hall has a no smoking policy.**
- Hall heating is pre-programmed (winter months) and set for specific occupancy periods – if adjustments are required please speak to the Lettings Officer.
- **Fire exits must be kept clear at all times.**
- **To comply with Canterbury City Council’s premises licence, all music etc., must be turned off by 11pm, and the Hall vacated by 11.30pm.**
- All **tables and chairs should be returned** to the store cupboard if used please (chairs in stacks of no more than 6 high) with the exception of those found within the Committee room.
- **CHILDREN under 14 are not permitted in the kitchen(s)** at any time unless supervised by adult/over 18 yrs in order to comply with insurance provisions.
- Any **kitchen equipment** used must be cleaned and returned to the appropriate place.
- The **kitchen shutter must be closed** prior to leaving the premises.
- Please remember to leave the Hall in a clean and tidy condition ready for the next user, with internal doors closed and windows locked.
- **All litter**, including any left in the road, car park or recreation ground, **must be cleared** and taken away.
- **All lights & cooking appliances must be turned off** when leaving the Hall – please check all spaces including toilets, corridors, kitchens and storerooms.
- Please consider our local residents when entering and leaving the Hall and **avoid unnecessary noise disturbances from people or vehicles.**
- Any **damage caused to the fabric or contents of the Hall must be reported** to the Lettings Officer/Blean Village Hall Management Committee as soon as possible.
- Loss of key(s) issued as part of your hire must be reported to the Lettings Officer – an appropriate charge may be made to cover resultant costs incurred. **All keys must be returned to the Lettings Officer** if regular hire is discontinued.
- You are reminded of your responsibilities under the Halls’ Fire Safety Risk Assessment and Health and Safety documents as specified in the Standard conditions of Hire.
- Should the need arise; further instructions on the Hall’s systems and emergency contact details are available on the notice board in the foyer.
- Hire fees are charged at the current rates published by the Village Hall. The balance is payable no more than 14 days after receipt of invoice. The Village Hall reserves the right to make an additional charge for damage or loss that has been caused to the premises and/or contents during the period of the hiring as a result of the hiring.
- Please make all cheques payable to Blean Village Hall Management Committee. All cheques will be presented (banked). At least 5 working days must be allowed for cheques to clear prior to commencement of the first event. Payment may be made by BACS: Account Name: Blean Village Hall Management Committee No 2 Account. Sort Code: 40 16 11. Account number: 12260395 – Please quote your name as payment reference.
- Car Park – subject to availability the car park is available on request. Please advise the Lettings Officer if you require the car park gate to be opened. Blean Village Hall Management Committee are not responsible for any loss or damage to property in the car park.
- Licenses:  
The Village Hall holds licences with the Performing Rights Society (PRS) for the performance of copyright music and a Phonographic Performance Licence (PPL) for the playing of copyright recorded music. The Village Hall also holds a MPLC Umbrella Licence for motion pictures. These licences cover only not-for-profit activities. If your event is for commercial purposes you should apply for the appropriate licences for your activities.

- The Village Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated. Please enter which licensable activities will take place at your event on the booking form, in section 2.1.

	Activity	Hall Licence Available	Hours Licenced
a	Performance of Plays	Yes	09:00 – 23:00
b	Showing of films	Yes	09:00 – 23:00
c	Indoor sport	Yes	09:00 – 23:00
d	Boxing or wrestling event	No	
e	Performance of live music	Yes	09:00 – 23:00
f	Playing of recorded music	Yes	09:00 – 23:00
g	Performance of dance	Yes	09:00 – 23:00
h	Entertainments similar to a to g	Yes	09:00 – 23:00
i	Making music	Yes	09:00 – 23:00
j	Dancing	Yes	09:00 – 23:00
k	Entertainments similar to i and j	Yes	09:00 – 23:00
l	Provision of hot food after 23.00	No	
m	Sale or consumption of alcohol	Yes	09:00 – 23:00

- The Village Hall is **not licensed for the sale of alcohol**. A Temporary Events Notice (TEN) for the sale of alcohol can be obtained with permission of the Village Hall Management Committee; however restrictions apply to the number of Temporary Events Notices that can be applied for with any premises. Availability of a TEN cannot be guaranteed unless confirmed at the time of booking. Please check availability with the Lettings Officer at the time of booking and to obtain the necessary application forms. Please refer to the Standard Conditions of Hire.
- The Village Hall Management Committee and Parish Council (who are custodians of the Recreation Ground) are not insured for the use of inflatable play equipment e.g. “bouncy castles” by hirers. Hirers are not permitted to install or use these devices anywhere within the curtilage of the Hall, car parks or on the Recreation Ground. For other portable play equipment please contact the Village Hall Management Committee or Parish Council.
- The Village Hall uses Closed Circuit Television (CCTV) in order to promote the security of its premises and the health and safety of its volunteers and users. The Hall is registered with the Information Commissioners Office and equipment and data are managed in accordance with the ICO’s Code of Practice. The Hall has a policy for CCTV information retention and retrieval which is available on request.
- The Village Hall does not possess a UK television license. This means that no person may view any television programme as it is broadcast in any part of the Hall or its curtilage through any media, e.g. television set, computer, projection system, mobile phone, tablet, etc. BBC programmes may not be viewed either as broadcast or through iPlayer, via the internet, mobile media, etc. Not-for-profit organisations may use recorded television material provided that this is covered by the Hall’s MPLC, PRS and PPL licenses which are displayed in the Hall. In if doubt, please discuss your requirements with the Lettings Officer.
- You are not permitted to use the Village Hall until you have completed and signed this hiring agreement, returned it to the Village Hall’s authorised representative and your booking has been confirmed. Dates for the hire of the Hall must be confirmed with the Lettings Officer as soon as your organisation can. If you do not require your booking please give at least 14 days’ notice of cancellation to enable the Hall to be re-let. The Committee reserves the right to charge for bookings that are not properly cancelled.
- The Village Hall Management Committee and fund raising volunteers organise a calendar of community based events. Any practical or financial help that your group can offer would be greatly appreciated.
- The Village Hall Management Committee may invite a nominated representative from a regular group to its meetings if the group complies with the Committee’s objectives and there is space on the committee. Regular use is defined as 9 or more bookings in any calendar year. Liaison meetings are also held at regular intervals during the year to share information about the Hall and to which regular user representatives are invited.

# Blean Village Hall - Standard Conditions of Hire

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

## 1. Age

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

## 2. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Lettings Officer, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

## 3. Use of premises

The Hirer shall not use the premises (including the car park) for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

## 4. Insurance and indemnity

(a) The Hirer shall be liable for:

(i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises, and

(ii) all claims, losses, damages and costs made against or incurred by the Village Hall Management Committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and

(iii) all claims, losses, damages and costs made against or incurred by the Hall Management Committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and

subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Village Hall Management Committee and the Village Hall's employees, volunteers, agents and invitees against such liabilities.

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

(c) Where the Village Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Lettings Officer. Failure to produce such policy and evidence of cover will render the hiring void and enable the Lettings Officer to rehire the premises to another Hirer.

The Village Hall is insured against any claims arising out of its own negligence.

## 5. Gaming, betting and lotteries

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

## 6. Music copyright licensing

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

## 7. Film

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

## 8. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Village Hall Management Committee with a copy of their CRB check and Child Protection Policy on request.

## 9. Public safety compliance

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

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Lettings Officer.

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

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Village Hall.
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box.

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

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

## 10. Noise

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

#### **11. Drunk and disorderly behaviour and supply of illegal drugs**

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

#### **12. Health and hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and deep freezer. The hirer shall provide any temperature measurement equipment, calibrated as necessary to comply with the Regulations.

#### **13. Electrical appliance safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety.

#### **14. Stored equipment**

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

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

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

#### **15. Smoking**

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire or litter.

#### **16. Accidents and dangerous occurrences**

Any failure of equipment belonging to the Village Hall or brought in by the Hirer must also be reported **as soon as possible**. The Hirer must report all accidents involving injury to the public to a member of the Hall Management Committee **as soon as possible** and complete the relevant section in the Village Hall's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Village Hall Secretary will give assistance in completing this form and can provide contact details of the Incident Contact Centre. The Lettings Officer will give assistance in completing these details. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

#### **17. Explosives and flammable substances**

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises; and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Hall Management Committee. No decorations are to be put up near light fittings, cookers or heaters.

#### **18. Heating**

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

#### **19. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Hall Management Committee. No animals whatsoever are to enter the kitchen at any time.

#### **20. Fly posting**

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

#### **21. Sale of goods**

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

#### **22. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Village Hall Management Committee. The Village Hall Management Committee reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (b) the Village Hall Management Committee reasonably considering that (i) such hiring will lead to a breach of 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 this hiring
- (c) the premises becoming unfit for the use intended by the Hirer
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

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

#### **23. End of hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Village Hall shall be at liberty to make an additional charge.

#### **24. No alterations**

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

#### **25. No rights**

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



## Blean Village Hall Regular Users Rental Charges – Revised September 2016

Regular not for profit users - £7.00 per hour (minimum 2 hours)  
Regular for profit users - £11.50 per hour (First 4 sessions £8.65)

**Regular for profit users must provide evidence of public liability insurance when hiring the Hall.**

### Hiring options:

#### Option 1 - Individual spaces –

Regular Users - As above

#### Option 2 - Community space and Committee room calculated at one and two thirds times single space rental charge:

Regular not for profit users - £11.60 per hour

Regular for profit users - £19.10 per hour

#### Option 3 - Whole Building calculated at two and a half times single space rental charge =

Regular not for profit users - £17.50 per hour

Regular for profit users - £28.75 per hour

*1. Community events held by regular user groups and open to the public will receive a 40% discount on the appropriate hourly rental charge (max 3 events per year per group). The appropriate charge will be determined by for/not for profit status of the group making the booking.*

*2. Volume users (defined as regular user groups booking one or more spaces 20 or more hours per week for a minimum of 26 weeks per year) – rates to be negotiated on an individual basis.*

*3. Other rates may apply at the discretion of BVHMC.*

*Please note that the Lettings Officer is a part-time position. We appreciate your patience and aim to respond to emails and telephone messages within 72 hours.*

# Emergency Equipment and Evacuation Plan

Assembly Point

