



Borden Parish Hall

Chairman **Eileen Harrison** Treasurer **Veronique Lees**
Booking Secretary **Val Skinner** Facilities Management **Bernie Lyons**

← Charity No. 291838 →

Terms and Conditions for Hire

The terms and conditions set out in paragraphs 1-9 below apply to all or any of the following facilities:

Main Hall, Barrow Room, Kitchen, Car Park and Services.

Terms and Conditions

1. Delivery and acceptance of conditions.

- 1.1 A copy of these conditions shall be published on the website and hirers shall accept and agree to be bound by them when making an application to hire any part of Borden Parish Hall. A copy of these terms and conditions are available on request.

2. Sale of Alcohol on the premises.

- 2.1 Please note that Borden Parish Hall is a licensed premises under the License Act 2003, whereby no alcohol is to be **sold** on the premises or surrounding area unless supplied through the licence holder of the hall as authorised by the Borden Parish Hall Management Committee. The Hall Management Committee have authorised the Licensee, acting as Designated Premises Supervisor, to terminate the supply of alcohol and the event, should there be any breach of the Licensing act 2003.
- 2.2 Underage drinking, whether bought on the premises or brought in to the premises is not permitted on the premises or surrounding area. Evidence of this occurrence may result in the appropriate enforcement action.

3 Casual bookings

- 3.1 **The hirer is 'the responsible person'**. He/she must be over 21 and be in attendance for the duration of the event. The hirer will take full responsibility to ensure the safeguarding of the building and premises. The hirer is responsible for all guests and must ensure that no nuisance is caused to the local residents by way of noise and inconsiderate behaviour.
- 3.2 **Teenage parties** are not permitted at Borden Parish Hall. 'Teenage' parties are defined as those where teenagers are the focus—ie parties where the majority of invitees are aged between 13 to 20 years.
- 3.3 Under some circumstances 'teenage' family parties may be considered. Hirers may petition the Management Committee in writing for an exception to the rule. Any such exception would only be allowed if the Management Committee were sufficiently convinced that the precautions for the supply of alcohol had been sufficiently considered to ensure that the hirer remained in control for the duration of the event. Should the Management Committee agree to allow an exception, the licensed bar must be engaged and the licensee or their representative must be on the premises. **No alcohol can be brought to the hall by the hirer or guests.** The Management Committee would reserve the right to impose other additional requirements for example a larger security deposit.
- 3.4 Any booking found to have been made on behalf of or for the benefit of a person in this category, may be cancelled without notice. The Committee reserves the right to refuse, cancel or terminate any booking where it believes the event falls into this category. Any deposits or hire fees may be forfeited at the discretion of the committee.
- 3.5 Applications for casual bookings shall be made through the booking secretary. The enquiry/booking form must be completed to initiate the booking process. The form must indicate the nature of the hire and the name, address and contact details of the hirer. The address must be that of their current residence. Proof may be requested. Failure to disclose the correct information may result in all or part of the security deposit being withheld.
- 3.6 For the booking date to be secured, a deposit of £20 must be paid within seven days of the confirmation email. Should the bar be required, a fee £10 for the licence must also be paid with the booking deposit.
- 3.7 The hire charge, less the booking deposit, together with a security deposit of £100 must to be paid by bank transfer no less than 3 days before the hiring takes place.
- 3.8 If no damage to the hall, equipment or services is reported by the caretaker after inspection, and all terms and conditions have been adhered to, the security deposit will be refunded. See section 5 below.
- 3.9 **Cancellation.** When a booking is cancelled by the applicant, any refund of the booking deposit and /or the hire charge will be at the discretion of the Management Committee.

4 Regular bookings.

- 4.1 Any persons or organisations hiring the hall facilities on a regular basis (ie. weekly) are bound by these conditions with the exception of the hire charges, being requested in advance. A security deposit will not be requested. Regular hirers benefit from a preferential tariff. Any sessions not required must be cancelled seven days prior to the hire date. The Management Committee have the right to decide whether the fee for the session will be waived after consideration of the reason given for cancellation. Excessive cancellations may result in the 'Regular hire' tariff being removed and replaced with the 'Casual Hire' tariff and sessions will need to be booked as required. Regular hires are invoiced quarterly and invoices must be paid promptly. The hirer is given a set of keys any additional set must be obtained at their cost. Hirers should enter and vacate the hall in accordance with the times stated on their contract. Should the contract be cancelled by either party, the keys must be returned immediately.

5 General conditions.

- 5.1 It is the responsibility of the hire to obtain the keys and alarm fob from the specified source and to return them **immediately after vacating the hall.**
- 5.2 **Setting up and clearance:** It is the responsibility of the hirer to ensure that they have allowed adequate time within their booking for setting up and clearing. The exception being, Saturday evening bookings where the clearing up period commences after the hire period has finished and should be carried out in a timely manner.
- 5.3 **Smoking** The hirer shall ensure that all attendees, comply with the Health Act 2006 and regulations made thereunder. Evidence of a breach of this act may result prosecution.
- 5.4 **Cleanliness:** The Hirer will be responsible for clearing up and leaving the premises in a clean condition. Cigarette ends and chewing gum must be disposed of in the appropriate bins as provided.
- 5.5 **Rubbish removal.** All debris and rubbish must be removed from the hall and premises. This includes any rubbish generated by the mobile bar. The hall bins are for the use of the caretaker only and must not be used for any rubbish collected as a result of the hire.
- 5.6 **Fixtures and Fittings.** Nothing shall be attached to the fabric of the building and the hirer shall not interfere with or make any attachment of any fixtures or fittings or drive into or attach to the walls, plaster or woodwork any nail or any other article.
- 5.7 **Conduct.** It is the responsibility of the hirer to ensure that the level of noise, both inside and outside shall not disturb the local residents.
- 5.8 **Lighting and Heating.** All lighting, except car park lighting which is on a timer, and heating must be turned off on termination of the period of hire.
- 5.9 **Smoke** machines must not be used in the hall as the can set of the fire alarm system.

6 Damage to or loss of property.

- 6.1 All damage and/or breakages that take place during the hiring must be reported to the booking secretary. At the discretion of the committee the hirer may be charged with the cost of replacement/repair of damage, plus any cleaning above normal requirements, depending on the circumstances.
- 6.2 The Management Committee is not responsible to the hirer or any other person for damage to, loss, theft or removal of any property brought or left by the hirer or any other person in the hall facilities. The hirer shall indemnify the Management Committee from claims, actions, demands and proceedings in respect of such loss, damage, theft or removal or any consequence thereof.

8 Public entertainment.

- 8.1 Borden Parish Hall is licensed in the pursuance of 'The Licensing Act 2003' under licence granted by Swale Borough Council.

9 Reservation of rights.

- 9.1 The Management Committee reserves the right in its unfettered discretion:
- To refuse any application for hiring and
 - To terminate any hiring. No reimbursement whatsoever shall be made to the hirer as a result of the exercise of these rights.

10 Safety precautions.

- 10.1 Emergency lighting will automatically activate in the event of fire.
- 10.2 The person in charge shall:
- Make themselves known to the Licensee for a licensed function.
 - Make themselves familiar with all the exits of the building, the location of the extinguishers and how they may be operated.

In the event of a fire, however small, the person in charge is to arrange for:

- a The Fire Brigade to be called.
- b Hall lights to be switched on (if possible) if they are out.
- c Emergency exits to be opened.
- d Fire alarm buttons should be used to alert everyone using the Hall and activate the fire alert system.
- e The Hall to be evacuated by asking all persons to leave quickly and quietly by the nearest available exit; and to ensure that no-one remains in the building.
- f Fire extinguishers to be used for attacking the fire where there is no danger to life or risk of injury. In attacking the fire extreme caution must be exercised as the protection of life comes before the protection of property.
- g The assembly point is the path opposite the front entrance to the hall.

These Terms and Conditions together with the Licensing Act 2003 apply to all hirings and activities in the hall premises.

The Management Committee reserve the right to withhold all or part of the security deposit if the hirer is not compliant with any of the above terms.