



Chairman *John Hepburn*

Secretary/Booking Secretary *Val Skinner*

Vice Chairman *Jeremy Bolas*

Treasurer *Michael Downes*

## Terms and Conditions of Hire

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

**Main Hall, William 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 supplied to each hirer who shall accept and agree to be bound by them when making application to hire any part of Borden Parish Hall.

#### **2. Sale of Alcohol on the premises.**

- 2.1 Please note that Borden Parish Hall is a licensed premises under the Licensing 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 is not allowed on the premises or surrounding area. Evidence of this occurrence may result in prosecution.

#### **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 allowed at Borden Parish Hall. 'Teenage' parties are defined as those where teenagers are the focus i.e. parties where the majority of invitees are aged between 13 to 20 years.
- 3.3 Under some circumstances 'teenage' 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 nature of the specific party, the ratio of age ranges of the guests and 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 Licensee will be required to be on the premises and the Management Committee would reserve the right to impose additional requirements which may include one or more of the following: a larger deposit, additional insurance, a higher hire fee, the hiring of professional doormen, or making the hire conditional on it being a 'nonalcohol' event.
- 3.4 Applications for casual bookings shall be made through the Borden Parish Hall's online booking system website, <https://bordenparishhall.com>, and in accordance with the arrangements laid down by the Management Committee from time to time. The booking application must indicate the nature of the hire and the full details of the hirer, as required to be entered onto the online application and the address supplied must be that of their current residence. Once all mandatory fields have been completed the Provisional application can be submitted for Approval. Additional proof may be requested. Failure to disclose the correct information may result in part or all of the either deposit being withheld.
- 3.5 No hiring shall take effect until the application has been Approved and the full hiring charges have been paid. This will include a booking deposit fee of £20, Alcohol Licence fee of £10, if applicable for the provision of alcohol for sale through the licensee and a Damage Deposit fee of £100.
- 3.6 A Booking deposit fee is payable, £20, and it should be paid to our bank account via Bank Transfer, by Cheque or in Cash, and should be paid within three days to secure the booking. The Booking may lapse if the Booking fee is not paid. Bank details. **Account name Borden Parish Hall sort code 08-90-23 account no 50203174.** Please use the Hirer's name and the Booking Request Approval Reference Number {BK-xxxx}, at the top of the booking confirmation, as the reference on your payments.
- 3.7 The hire charge, less the booking deposit, together with the damage deposit of £100, is to be paid at least 21 days before the hiring takes place if paid by cheque. The damage deposit cheque will be banked. After this deadline, fees must be paid either by Bank Transfer or in cash at least three days prior to the booking.
- 3.8 If no damage to the hall, equipment or services is found after inspection by the caretaker, cleaner or responsible person, and all terms and conditions have been adhered to, the damage 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 (e.g. weekly) are bound by these conditions with the exception of the hire charges being requested in advance. Regular booking intervals are agreed by the Management Committee and are subject to 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 within 30 days of invoice. The hirer is responsible for obtaining a set of keys for the hall. The first set is free, hirers will be charged for additional keys. Hirers which will be reimbursed if the hire is discontinued. Hirers should enter and vacate the hall in accordance with the times stated on their contract.

#### **5 General conditions.**

- 5.1 The keys and the alarm fob for the facilities hired are to be obtained from the specified source and returned **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, evening bookings where the clearing up period commences after the hire period has finished and should be carried out in a timely manner, but the hall must be vacated no later than midnight on the day of hire.
- 5.3 **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.
- 5.4 **Rubbish removal.** All debris and rubbish must be removed from the hall and its 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. Part or all of the Damage deposit may not be returned if rubbish is put into the hall bins.
- 5.5 **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.
- 5.6 **Conduct.** The hirer shall manage and conduct the hiring so that nothing shall be done to injure the reputation of Borden Parish Hall and shall not do or suffer to be done any act or thing which may imperil any licence or any insurance effected in respect of the Hall or any part thereof.
- 5.7 **Lighting and Heating.** Economy must be practised in the use of the lighting and heating facilities. Additional lighting, lights and heating may only be used with the prior permission of the Management Committee. All lighting, except car park lighting which is on a timer, and heating must be turned off on termination of the period of hire.
- 5.8 The hirer shall, and shall ensure that the hirer's invitees, comply with the prohibition of smoking, including Vaping, in public places under provisions in the Health Act 2006 and regulations made thereunder. Evidence of this occurrence may result in prosecution.
- 5.9 Smoke machines must not be used in the hall as they can set off the fire alarm system. The fire alarm system can also be set off by either smoking or Vaping.

#### **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. The hirer shall pay on demand the cost of reinstating or replacing any part of the hall or car park or any property in or upon any part thereof which shall be damaged, destroyed or removed during the hiring and the cost of cleaning due to misuse.
- 6.2 The Management Committee is not responsible to the hirer or any other person for damage to or loss, theft or removal of any property brought or left by the hirer or any other person in or upon the hall facilities. The hirer shall indemnify the Management Committee from and against all claims, actions, demands and proceedings in respect of such loss, damage, theft or removal or any loss sustained by any persons in consequence thereof.

#### **7 Fire precautions.**

- 7.1 Before the commencement of any hiring the hirer shall advise the Borden Parish Hall Booking Secretary, in writing, the name and address, if different from the hirer, of a responsible adult who will be in charge and in the Hall during the whole period of hire. This person and a minimum of two attendants are to be familiar with the 'Instructions in Case of Fire' set out in paragraph 10.

#### **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:

- a. To refuse any application for hiring and
- b. 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 or power failure.

10.2 The person in charge and attendants shall:

- a. Make themselves known to the Licensee for a licensed function.
- b. Arrive at the Hall at least 30 minutes before the function commences or the public are admitted.
- c. Make themselves familiar with all the exits of the building, the location of the extinguishers and how they may be operated.

## **11 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.

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 damage deposit if the hirer is not compliant with any of the above terms.**