

Lakeview Village Hall

Great Easthall Way, Sittingbourne, ME10 3TF

BOOKING AGREEMENT

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|---------------|-----------|----------------------|----------|
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| Author | A McGowan | Approved by Trust on | 06/04/21 |

BOOKING AGREEMENT

By proceeding with your booking you are deemed to have accepted the following terms and conditions for the hire of the hall. Regular hirers are defined where bookings are made in blocks of three months or more.

TERMS & CONDITIONS OF HIRE

Agreements with the Trustees of Lakeview Village Hall Trust ("the Village Hall") for the hire of Lakeview Village Hall or any part thereof ("the Premises") are subject to these Terms and Conditions of Hire ("the Hire Conditions").

1, Undertaking of the Hirer

The Hirer undertakes to ensure that they have an understanding of the Hire Conditions for the time being in force

2, Supervision by the Hirer

The Hirer undertakes to be present, or arrange for sufficient competent representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in the Hire Conditions and any relevant licenses

3, Responsibility of the Hirer

The Hirer shall be responsible during the period of hire for:-

- No provisional booking will be accepted.
- Ensuring that the number of people using the Premises does not exceed that permitted for the hall or partition of the hall under the Premises License for the purpose of the hire.
- Supervision of the use of the Premises and the care of its fabric and contents.
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons or in any way disturbs the neighborhood.
- Ensuring that the Premises (including kitchen and toilets) are left clean and tidy with rubbish removed at the end of the hire.
- Ensuring that all equipment, chairs and tables have been returned to their storage positions safely and clean, the Premises are cleared of people, all lights switched off, and the building secured by use of the keys supplied, except for any facilities or hall or public area in use by another continuing hire.
- The behavior of all persons using the Premises, whatever their capacity, including proper supervision of car parking arrangements, so as to avoid obstruction of the highway or access road.
- Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure, all music must cease by 23:00.
- Ensuring that no animals (including birds), except guide dogs are brought into the building, without written permission of the Village Hall on the occasion of a special event or hire agreed to by the Village Hall.
- Ensuring that NO animals whatsoever enter the kitchen at any time.
- Ensuring that any electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner, using Residual Current Circuit Breakers where appropriate.
- Ensuring that no LPG appliances or highly flammable substances are brought onto the Premises.
- Photographs can only be taken within the hall with the express permission of the participant.
- The hall must be vacated and cleaned at the end of the hirers agreement time.
- Comply with all current government COVID regulations at the time of the hire.

Policies can be established or altered only by the Trust: **Procedures** may be altered by the Chairman.

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4, Fire Regulations

The Hirer shall:

- Ensure that the "Emergency Exit" signs are kept illuminated and that no emergency exit is obstructed.
- Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to the Village Hall
- Appoint a fire monitor to make a list of all persons present to be checked if the Premises have to be evacuated
- Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event
- The Evacuation Rendezvous Point is at the far side of the car park, no person may re-enter the Hall without the permission of the Fire Brigade.
- Ensure that no fire equipment or the fixed fire system is not tampered with.

5, Use of Premises

The Hirer shall not:

- Sub-let or use the Premises for any purpose other than that described in the Booking Form
- Use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
- Do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof
- Allow the use of drugs or tobacco including E-Cigarettes in/on or around the Premises, smokers must use the designated smoking area outside of the hall.
- Tamper with or isolate the fire alarm or intruder alarm system for the hall.

6, Car Parking

Vehicles may be parked only in the marked spaces, all vehicles and their contents are parked at the owners' risk. The car park will be locked at the end of the hirers agreed finish time and at all time when the hall is closed with all vehicles removed.

7, Consumption of alcohol

Under no circumstances may alcohol be supplied or consumed on the Premises without the specific written authority of the Village Hall. The Village Hall may choose to require that the Hirer shall be responsible for obtaining a Temporary Event License, but no Hirer may seek such a license without the consent of the Village Hall. Alcohol may not be served to any person under the age of 18 years.

8, Compliance with legislation relating to children or vulnerable adults

The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. Child Protection Policies are the responsibility of the Hirer.

9, Compliance with other relevant legislation

The Hirer shall ensure that the users:

- do not contravene the law relating to gaming, betting, and lotteries
 - comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.
- A breach of this condition may lead to prosecution by the local authority.

10, Indemnities

The Hirer shall indemnify and keep indemnified each of the Trustees of the Village Hall and their employees, volunteers, agents and invitees against:

- (a) The cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises

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(b) Against all actions, claims, and costs of proceedings arising from any breach of the Hall Conditions

(c) All claims in respect of damages, including damage for 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

As directed by the Village Hall, 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

11, Insurance

Hirers must ensure that any third party service providers i.e. DJ/disco provides Public Liability Insurance for their services and that all equipment is subject to current portable appliance test certification, a copy of the certificate must be provided to Lakeview Village Hall Trust.

12, Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the trust as soon as possible, and complete the relevant section in the Village Hall's Accident Book (kept in the kitchen). Any failure of equipment, either that belonging to the Village Hall, or brought in by the Hirer must also be reported as soon as possible

13, Stored equipment

There is no storage facility in the hall.

14, No alterations

No alterations or additions may be made to the Premises. No fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the Village Hall.

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 and become the property of the Village Hall or, be removed by the Hirer.

The Hirer must make good to the satisfaction of the Village Hall any damage caused to the Premises by such removal.

Decorations must not be used in the hall without express permission from the trust. Hirers must produce a certificate that the decorations comply with fire regulations. Blu-tack, drawing pins or adhesive tape must not be used without the express permission of the trust.

15, Cancellations by the Hirer

If the Hirer cancels the booking before the date of the event and the Village Hall is unable to conclude a replacement booking, the Village Hall may, at their discretion, require a further payment of hire fees but will withhold the deposit and hire charge already paid.

Regular hirers will not be charged for up to three short term cancellations due to sickness and unforeseen circumstances during the agreed period of hire. Holidays taken by the hirer will not be charged if at least 28 days notice is given to the trust.

16, Cancellations by the Village Hall

The Village Hall Trust reserves the right to cancel a hiring by written notice to the Hirer in the event of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election or referendum or if the Village Hall reasonably considers that:

- a) Such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- b) Unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or
- c) The Premises have become unfit for the use intended by the Hirer

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

The Village Hall Trust reserves the right to cancel a hiring by written notice to the Hirer for non payment of hire for bookings including the future bookings of clubs with a long term booking agreement.

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17, Hire Fees and Deposits

One off hirer i.e. parties, family events –

The full cost of the agreed hire **PLUS** deposit must be paid 28 days before the booking date or on booking if less than 28 days notice.

For parties with a finish time up to 11pm, a deposit of £150 is required.

£50 of the deposit will be withheld if the hall is not left clean at the end of the hire agreement.

£100 of the deposit will be withheld if the agreed hire time is over run by the hirer.

The full deposit will be withheld if there is any damage caused during hire.

For parties with a finish time of 12am, a deposit of £250 is required.

£50 of the deposit will be withheld if the hall is not left clean at the end of the hire agreement.

£200 of the deposit will be withheld if the agreed hire time is over run by the hirer.

The full deposit will be withheld if there is any damage caused during hire.

The deposit will be refunded within 7 days after the hire provided that the above has been satisfied. A check list will be provided with the hire form and used to determine the condition of the hall at the end of the hire period.

Regular hirers i.e. clubs (booking at least three months) –

Regular hirers will be expected to pay £150 damage deposit and the first weeks hire cost at the point of booking. The deposit will be refunded within 7 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents during the period of the hire. Hire of further sessions will then be expected to be paid weekly in advance.

Corporate hirers -

For corporate (meetings, conferences Etc.) the damage deposit of £150 must be paid at the point of booking along with the hire cost. The deposit will be refunded within 7 working days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents during the period of the hire.

Rubbish created at the event must be removed from the premises at the end of the hire and taken home.

18, Birthday Party Policy

It is the policy of Lakeview Village Hall Trust that birthday party applications will not be accepted for ages 13 years to 17 years. Parties for ages 18 or over including all parties where alcohol will be consumed must have a licensed bar.

Access for private hirers

Private hirers will be provided with access instructions during the booking process. The keys are held in a secure key locker, the access code will be provided before the agreed booking date with instruction and a check list for the hirer to be able to gain access to the hall.

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19, Lakeview Village Hall Trust – Complaints Procedure

The trust aims to provide high quality services which meet your needs. We believe we achieve this most of the time: if we are not getting it right please let us know.

In order to ensure our services remain at a high and improving standard, we have a procedure through which you can let us know if for any reason you are not satisfied with your dealings with the organisation. If you are not happy with the trust please tell us. If you are unhappy about any Lakeview Village Hall Trusts' service, please speak to the relevant trust members.

If you are unhappy with an individual in the trust sometimes it is best to tell him or her directly. If you feel this is difficult or inappropriate then speak to the secretary or the chairman.

Often we will be able to give you a response straight away. When the matter is more complicated we will give you at least an initial response within five working days.

Making a written complaint

If you are not satisfied with our response or wish to raise the matter more formally, please write to the Chairman, Lakeview Village Hall Trust, Great Easthall Way, Sittingbourne, Kent ME10 3TF.

All written complaints will be logged. You will receive a written acknowledgement within three working days. The aim is to investigate your complaint properly and give you a reply within ten working days, setting out how the problem will be dealt with. If this is not possible, an interim response will be made informing you of the action taken to date or being considered.

Finally, please also let us know if you are happy with the Lakeview Village Hall Trusts services.

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20, Hire options for the hall

Monday to Friday

| Capacity 100 people | 104 m ₂ | Residents Hourly Rate | Non-Residents Hourly Rate |
|---------------------|--------------------|-----------------------|---------------------------|
| | | £12 | £14 |

Weekends

| Capacity 100 people | Residents | Non-Residents | |
|--|-----------------|-----------------|---|
| Weekends minimum 5 hour block | £80 for 5 hours | £90 for 5 hours | Min 5 hour booking then hourly rate applies |
| Rates per hour after the minimum 5 hours | £12 | £14 | |

Residents of the Easthall Estate benefit from a reduced rate, the geographical boundary is set out in the map below. However regular hirers (3 months or more booked in advance) will equally benefit from this reduced rate despite the boundary.

Hall Opening Times

| | |
|--------------------------------------|--------------------------------|
| Monday to Friday (Clubs only) | 8am – 9pm |
| Saturday | 12pm – 11pm depart by midnight |
| Sunday | 12pm – 6pm |

Hall hire times are agreed between the hirer and the Trust, these times will be from the start of the required hire time, and this will include a free 15 minutes arrival time before the start of hire till the end of the hire agreement. At the finish time the hire will be expected to leave the hall with the hall clean and fit for the next hirer with all rubbish removed. The trust reserves the right to check that these times have been complied with.

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Area of resident rate hire



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