

CRANBROOK AND SISSINGHURST PARISH COUNCIL

Terms and Conditions for the Hire of the Vestry Hall

In these terms and conditions:

The “**Council**” means Cranbrook and Sissinghurst Parish Council

The “**Caretaker**” means the person(s) employed by the Council at the Hall

The “**Hall**” means the Vestry Hall, Cranbrook, Kent

The “**Hirer**” means the person, organisation or company in whose name or on whose behalf the Hall is hired.

The “**Function**” means the conference, exhibition, event or other function, which is the reason for the booking of the Hall, and for which the Council is providing the agreed facilities.

The Function

1. The Council will provide the Hirer with facilities and services for the Function on the following terms and conditions and others will only be accepted subject to the discretion of the Clerk:-

Hirers **MUST** keep strictly to the times booked and should arrive no earlier than the session paid for and leave the Hall promptly at the end of the session they have paid for.

Access to Hall must be via the front entrance or by the rear disabled access and not via the side fire exit.

Nails, screws, hooks, sticky-tape or fastenings of any kind must **NOT** used on the walls, floor or furniture of the Hall.

Hirers are responsible for setting out their own tables and chairs. Chairs are freely available in the Hall. Please make sure that they are returned back into their stack of five at the end of the Function. Tables are available and are kept in the storage area to the rear of the building. Please return the tables to the storage area at the end of the Function.

Numbers Attending

2. For safety reasons, the number of people permitted in the Hall at any one time is as follows:

Closely Seated Audience	120 (100 if using stage)
Disco or Ballroom Dancing	145
Seated at Tables	100
Seated at Tables and Dancing combined	100

The Council reserves the right to refuse admittance to any person, if their attendance exceeds the numbers shown above.

Charges

3. The Hirer must pay the hire charge in full upon receipt of an invoice. If the hire charge (and any deposit) is not paid in full prior to the booking, the Council reserves the right to cancel the hire of the Hall by the Hirer. Such notice of termination of hire to be made in writing by the Council to the Hirer.

Charges on the attached sheet apply to Parishioners of Cranbrook and Sissinghurst. Non-parishioners will be charged double fees, unless the function is held by a charity organisation or at the discretion of the Clerk.

5. The Council may cancel the booking if:-
 - (a) the Hall is closed due to circumstances beyond the Council's control
 - (b) the Hirer becomes bankrupt or insolvent, or enters into voluntary administration or receivership
 - (c) there is any breach of these conditions
 - (d) the Hall is to be used as a Polling Station
 - (e) the Hall is required for a community based or cultural event

In such an event, the Council may refund the balance of any payment made and will have no further liability to the client.

If the Hirer wishes to cancel a booking for a function in the Hall, they must notify the Council beforehand. There may be a cancellation charge, at the discretion of the Clerk, as follows:

- (a) cancellation up to 8 weeks prior to the function – 50% of hire charge
- (b) cancellation up to 4 weeks prior to the function – 100% of hire charge

Application for Hire

6. Applications for hire shall be made on the approved application form, which can be obtained from the Council.
7. Applications for hire will only be considered from persons aged 21 years or over. If an application is made on behalf of a company or body, a duly authorised officer of the company or body must sign it.
8. The Hirer is not entitled to sublet the Hall to any third party, or utilise any rooms for a purpose other than the agreed function. This would only be permitted at the discretion of the Clerk.
9. Failure by the Council to enforce at any time the provisions of the contract shall not be construed as a waiver of any of its rights.

10. The Council reserves the right to refuse any application for a Function, which, in its opinion, would be an inappropriate use of the Hall.
11. Block bookings are not accepted for Friday evenings or Saturdays. No bookings are accepted for Sundays.

The Balcony

12. Not suitable for children. Seating for 30 (maximum).

General

13. The Hirer shall only use the Council's name in any advertising literature, in relation to the Function, at the discretion of the Clerk. Posters, tickets and other advertising material must not contain anything which is likely to be offensive to any individual or group.
14. The Council has comprehensive insurance covering the use of the Hall. However, the Hirer will be responsible for the first £75 of any claim. They will also be responsible for the cost of repairing any damage which does not form part of an insurance claim, which is arising out of their use of the Hall.
15. If the hirer is a profit-making organisation, a copy of their Public Liability Insurance will be required.
16. It is also the Hirer's responsibility to obtain all necessary permits, licences, approvals and certificates which are required, in order that the function be conducted according to law. The Council is required by Trading Standards to inform them of any sales held at the Hall, and the Hirer will also be asked to complete an approved Trading Standards Form. **IF ALCOHOL IS TO BE SOLD AT THE FUNCTION, A TEMPORARY EVENTS NOTICE MUST BE OBTAINED FROM TUNBRIDGE WELLS BOROUGH COUNCIL BY THE HIRER/PROVIDER OF THE BAR. A COPY OF THE ENDORSED TEMPORARY EVENTS NOTICE MUST BE GIVEN TO THE CLERK IN ADVANCE OF THE HIRE PERIOD AND MUST BE PROMINENTLY DISPLAYED AT THE FUNCTION. SHOULD THE CLERK NOT RECEIVE A COPY OF THE ENDORSED NOTICE IN ADVANCE, THE FUNCTION WILL NOT BE ABLE TO BE HELD WITH ALCOHOL ON THE PREMISES.**
17. **ALL MUSIC MUST CEASE AT 11.00 PM MONDAY TO SATURDAY AND FUNCTIONS WHICH HAVE A BAR MUST STOP SERVING DRINKS AT 11.00 PM MONDAY TO SATURDAY. THE HALL MUST BE CLEARED BY 11.45 PM.**

Hirers will be liable for any damage caused to the property or contents belonging to the Council during their hire of the Hall.

The Council and its agents accept no responsibility whatsoever for any loss or damage, howsoever caused, to belongings of or persons using the Hall. Hirers are responsible for insuring their own equipment.

The Hirer hereby expressly warrants that he will comply with his obligations hereunder and under the terms of any insurance policy, permit, licence, approval or certificate and hereby indemnifies the Council if he fails to do so and as a result, the Council is prosecuted or otherwise suffers any financial loss.

18. The Hirer, his agents, employees and guests shall at all times comply with notices displayed and/or specific instructions concerning the Function, given by the Council or its employees, which relate to the provision of the agreed services. This includes the use of other accommodation rooms, parking of vehicles, conduct of all persons attending the function and in relation to all matters associated with the Function.
19. Hirer, or person in charge, approved by the Council shall, throughout the whole time the Hall is open to the public, be present and assisted by sufficient staff or competent persons. If the number exceeds 100, a minimum of two staff in addition to the person in charge must be in attendance. Adults **MUST** properly supervise any functions being attended by young people.
20. The Hirer shall ensure that he and any staff assisting him are familiar with their duties in the event of a fire or panic. They must be aware of the location of all fire fighting equipment in the Hall, its efficient use, the location of all emergency exits and the method of summoning the Fire Brigade.

It is the responsibility of the Hirer to contact the Caretaker who will provide all necessary instructions in advance of the event. In case of fire, the Hirer **MUST** be responsible for the safety and supervision of any disabled persons on the premises. In the event of any fire appliances being used this must be reported to the Caretaker at the end of the hire period.

All passages, corridors and staircases forming the whole or part of an escape route must be kept free of any obstruction at **ALL** times.

All gangways to provide minimum clear width of 1.5 metres.

The **Hirer** is responsible for ensuring that all persons present are aware of these regulations and in particular the emergency exits, and that the Council operates a **NO SMOKING POLICY** within the Hall.

SMOKING BAN – 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.

Child Protection Policy

All hirers who wish to use the hall for activities which include children and vulnerable adults other than for hire for private parties arranged for invited friends and family only, will be asked to produce a copy of their Child Protection Policy.

21. Provision of and Setting up Equipment

In addition to seating and tables, the Council can provide two stages, each measuring 2.44m wide and 1.22m deep, and a sound system. The Hirer should make clear which facilities are required when completing the booking form.

At the end of the Function, the collection of chairs and tables is the responsibility of the Hirer, along with ensuring that the Hall, Kitchen and other parts of the Vestry Hall are left in a clean and tidy condition. Hirers **MUST** take their rubbish away with them and leave the premises as they found them.

Should there be any problems during the booking, please contact the Caretakers on the following telephone number: 07305 0836120

22.10.18