

# CROCKHAM HILL VILLAGE HALL

## TERMS OF USE

**It is important that you take the time to read this document carefully. It establishes your legal rights and obligations and those of the Trustees in connection with your use of the Hall.**

If you have any comments or queries about this document, please write or speak to the Hall manager, whose contact details are set out at the end of this document. The Hall manager has been appointed by the Hirer to deal with all arrangements concerning the hire of the Hall and associated matters.

### **1. GENERAL**

- 1.1 These terms are the 'Terms of Use' as referred to on the hall website. They are to be read in conjunction with the booking and they are to be interpreted in accordance with paragraph 11 of these terms.
- 1.2 These terms apply to all use made of the Hall, irrespective of whether a fee is charged for use.
- 1.3 Neither the Hall manager nor any other person, whether a trustee or not, has any authority to make or give any representations or warranties with respect to the Hall, its grounds or the car park, nor any authority to alter or waive any of these terms orally or in writing. To be binding on the Trustees and the Trust, an alteration or waiver must be made by way of a resolution of the Trustees and reduced to writing.
- 1.4 No alteration of any part of the Booking or these terms made or sought to be made by the Hirer shall be binding on the Trustees or the Trust unless accepted by way of a resolution of the Trustees and reduced to writing and this is so even if the booking has ceased to be provisional (see paragraph 2.3) and the alteration is apparent on the face of the relevant document. For the purposes of this and the preceding paragraph 'alteration' includes any form or type of addition, deletion or amendment.
- 1.5 These terms are subject to change on such written notice as it is practicable in the circumstances for the Trustees to give.

### **2. BOOKINGS**

- 2.1 All requests for bookings must be made using the Hall website and must be made for a period that starts and ends on the half hour, irrespective of the intended start and finish times of the function for which the booking is being made.
- 2.2 The Trustees, through the Hall manager or directly, may refuse any request for a booking without giving a reason and for this purpose it is irrelevant that, previously, the Hall manager may have orally indicated or otherwise led the Hirer to believe that the booking has been accepted.
- 2.3 All bookings are provisional until:
  - A Hall booking Confirmation has been emailed to the hirer and,
  - the applicable fee or deposit have been received in cleared funds by the Hall manager.

- 2.4 It is the Hirer's responsibility to obtain licences and insurance cover additional to those already held for the Hall and the costs involved in doing so are for the Hirer's account

The Hall's Hirers Liability insurance cover will extend to hirers if, **but only if**, the following conditions are met:

- the hirer (whether an individual or an organisation) is NOT a commercial hirer;
- the Hall is NOT being hired for commercial purposes;
- the hirer does NOT already have the benefit of Public Liability cover which will apply to the function.

As at 1 January 2014 the indemnity limit of this cover is £2 million, with an excess of £100 (other than for fire/explosion)

**The Hall's own Hirers Liability cover for hirers will therefore ONLY apply to those individuals and organisations:**

- who are *bona fide* proposing to use the Hall for non-commercial purposes; and
- who do not already have available to them Public Liability cover.

Given the importance of ensuring that Public Liability cover is in place for all functions, the Booking Form contains a declaration that the hirer must sign if the hirer is seeking to have the benefit of the Hall's insurance cover. If the declaration is **NOT** ticked, the hirer thereby assumes responsibility for ensuring that public liability cover of no less than £2 million is/will be in place for the purposes of the function.

- 2.5 If a security deposit is payable, it will be refundable in full (without interest) as soon as practicable after the function has taken place unless there has been any damage to the Hall and/or its facilities and equipment or other costs or losses have been incurred, 'costs' for this purpose including (without limitation) any cleaning and/or rubbish removal costs or expenses incurred. In any such case, but without prejudice to the indemnity in paragraph 9, it will be held and applied in or towards making good any such damage, costs or losses and otherwise indemnifying the Trustees. If the Hirer cancels the booking (see paragraph 3.2) an amount equal to the security deposit will be deducted from the amount of any cancellation charge that would otherwise be payable.

### **3. CANCELLATION OF BOOKINGS: REFUND OF CHARGES**

- 3.1 The booking will be liable to cancellation (without notice or other action being required to be taken by or on behalf of the Trustees) if:
- the applicable charges (together with the necessary deposit(s)) are not received in full in cleared funds by their due dates;
  - the Hirer fails to ensure that all necessary licences and insurance cover required have been obtained and will be in force throughout the period of usage booked.

and for this purpose the Trustees (directly or through the Hall manager) may make such enquiries of the Hirer, and require such information and documentation as they consider necessary, desirable or expedient having regard to their obligations as Trustees of the Hall. If any of the circumstances in this paragraph occur or arise and the Hirer has already paid some or all of the applicable charges and deposit(s), the Trustees will as soon as practicable refund them (in each case without interest).

3.2 The Hirer may cancel the booking at any time by notifying the Hall manager to that effect in writing. Deposits are not refundable under any circumstances, whenever cancellation occurs.

3.3 The Trustees may cancel the booking at any time:

3.3.1 by written notice having immediate effect:

- if any of the information supplied at the time of booking is incorrect, incomplete or misleading in any respect which the Trustees consider renders it inadvisable to allow the hiring to go ahead;
- if the Trustees (directly or through the Hall manager) are not satisfied that the Hall insurance declaration was true and accurate in all respects when signed, or consider that it has ceased to be true and accurate in all respects; and

3.3.2 upon giving such notice as is practicable in the circumstances and with immediate effect if the Hall is needed for electoral use or to cope or assist with emergencies or if the Hall becomes unavailable on health and safety or other grounds, irrespective of whether the unavailability is attributable to circumstances within or beyond the control of the Trustees.

If any of the circumstances in paragraph 3.3 occur or arise and the Hirer has already paid the applicable charges and deposit(s), the Trustees will as soon as practicable refund them (in each case without interest).

#### **4. PAYMENT OF CHARGES**

4.1 The Hirer must pay the applicable charges and the necessary deposit(s) in full in cleared funds no later than their due date(s), as specified in the Booking Confirmation. Failure to do so will thereby render the booking liable to cancellation (without notice or other action being required to be taken by or on behalf of the Trustees) and will also entitle the Trustees to claim under the indemnity in paragraph 9 in respect of any remaining losses (including loss of opportunity to re-hire the Hall for the period(s) of usage) which are directly or indirectly attributable to the lost booking.

4.2 The onus of proof that payment has been duly made is on the Hirer, who should accordingly ensure that receipts for payment are obtained from the Hall manager.

4.3 The charges payable are those fixed from time to time by the Trustees and are set out on the website together with details of when payment is due and how payment may be made. In fixing the charges, the Trustees may differentiate between different types and periods of usage and between different types of Hirer. Differentiation will be based on such factors as the Trustees consider properly recognise the function of the Hall as a facility for the inhabitants of the area of benefit (*see below*), whilst encouraging frequent users, commitments to long-term usage and a mix of types of usage. As a result, favourable charging arrangements will ordinarily apply to individual Hirers who are bona fide resident within the area of benefit and to hiring organisations bona fide based in and/or organised for the intended benefit of such residents. (*The area of benefit is defined in the trust deed establishing the trust that owns the Hall. In essence it comprises the Parish of Crockham Hill.*)

Any Hirer who seeks to secure favourable charging arrangements for themselves or any other person or organisation when the true circumstances of the booking do not, or will not, give rise to any such entitlement will thereby render the booking liable to cancellation (without notice or other action being required to be taken by or on behalf of the Trustees) and will also be personally liable on demand to pay the full amount of the

charges properly due. For this purpose the Trustees (directly or through the Hall manager) may make such enquiries as they think fit.

## **5. THE HIRER'S USAGE OBLIGATIONS**

5.1 Without in any way limiting the other provisions of this paragraph, the Hirer will be held responsible for:

- looking after the fabric of the Hall and all its furniture, fittings, fixtures and equipment; and
- the behaviour of all persons in and about the Hall, its grounds and the car park, and their compliance with these terms of use;

throughout the hours of usage and the associated arrivals and departures.

5.2 The Hirer must:

- adhere to the hours of usage booked;
- use the Hall for no more than the number of persons declared in the Booking Form and only for the purpose specified in the Booking Form;
- comply with all instructions as to vehicular entry into, parking in and exit from the Hall's grounds, whether the instructions are of general application or specific to the booking;
- ensure that the minimum of noise is made on arrival and departure;
- comply with these terms of use (including any special terms relating to additional Hall equipment/facilities that the Hirer may have booked) and procure that all such terms are complied with by the persons referred to in paragraph 5.1;
- comply with all fire, safety and other notices and instructions in the Hall, including those as to:
  - No smoking within the Hall;
  - heating and lighting;
  - use of the kitchen equipment and the other equipment in the Hall;
  - disposal of rubbish; and
  - locking up and securing the Hall;
- observe the provisions of the Hall's insurances and of any additional insurances and licences taken out in connection with the Hirer's booking;
- comply with any instructions or conditions given or imposed pursuant to paragraph 8 below;
- leave the Hall locked and safe, with all equipment and furniture put back where it was when the Hirer's period of booking began; and
- leave the Hall, its grounds and the car park in as clean and tidy a state as they were in when the Hirer's period of booking began.
- The opening hours of the hall are from 08.00 to midnight Monday to Saturday,

and 08.00 to 2300 on Sunday

- Sevenoaks District Council has licensed the Hall for the following activities: Plays, indoor sporting events, live music, recorded music and performances of dance and the provision of facilities for the making of music and for dancing.

Please note that the Hall is **not** licensed for any of the following:

- the showing or recording of films, by whatever means;
- the showing or recording of TV programmes by whatever means; and
- the sale of alcohol.

## **6. HIRER PROHIBITIONS**

- 6.1 The Hirer must not bring into the Hall, its grounds or the car park:
- any animal (except guide dogs) or any illicit or inherently dangerous or flammable materials or substances; or
  - any electrical or other equipment, or any furniture, except equipment or furniture previously approved by the Hall manager.
- 6.2 The Hirer must not offer or expose for sale or exchange any alcohol otherwise than strictly in accordance with the terms of any alcohol licence that may be obtained for the purposes of the function for which the booking has been made.

If you are unsure as to whether you need a licence for your proposed function or event you must contact Sevenoaks District Council and **also** ensure that all other licences are obtained as necessary from the relevant third parties.

## **7. TRUSTEES' OBLIGATIONS**

- 7.1 The Trustees will make the Hall available to the Hirer in accordance with the details on the Booking Confirmation and these terms of use.
- 7.2 The Trustees make no representation or give any warranty as to the suitability of the Hall, its grounds and car park for the Hirer's function as specified on the Booking Form. This is a matter for the Hirer to be satisfied about, by personal inspection, explicit written enquiry of the Hall manager or otherwise.
- 7.3 All representations and warranties which, but for this sub-paragraph, might be implied with respect to the Hall, its grounds and car park are hereby excluded to the fullest extent allowed by law.
- 7.4 For the avoidance of doubt nothing in these terms of use excludes or restricts the Trustees' liability for death or personal injury caused by their negligence.

## **8. TRUSTEES' RIGHTS TO ASSESS COMPLIANCE**

The Trustees, themselves or by the Hall manager or other person acting under their authority, may enter the Hall without notice at any time during use to assess compliance with the terms of use and, in the event of non-compliance, then or at any time thereafter terminate such use, give instructions or impose conditions on the Hall's continued use, on such terms as the Trustees think fit.

## **9. HIRER'S INDEMNITY**

The Hirer must fully and effectively indemnify and keep indemnified each of the Trustees, the Trust and its assets and all agents, contractors and employees of the Trustees and the Trust from and against all actions, proceedings, costs, claims, damages, losses and expenses of whatsoever nature which are directly or indirectly attributable to the Hirer's failure to comply with the terms of use and/or which are directly or indirectly attributable to the Hirer's use of the Hall and the associated arrivals and departures, including but not limited to indemnification with respect to all and any of the following:

- personal injury and death of any person;
- damage to the fabric of, or loss of, the Hall or any of its fixtures, fittings, furniture or equipment;
- damage to, or loss of, any person's possessions and/or vehicle;
- loss of use of the Hall and resultant loss of income and income-earning opportunity,

in each case whether caused accidentally, negligently, recklessly or deliberately and from and against all costs and expenses incurred in seeking and obtaining recovery under this indemnity.

## **10. HIRING BY OR IN THE NAME OF AN ORGANISATION**

- 10.1 Any person who books or purports to book the Hall on behalf of an organisation will be held fully and personally liable for any breach of these terms of use as if the booking had been made for that person's exclusive use and benefit.
- 10.2 Notwithstanding the above, the Trustees will be entitled to claim against the organisation, its office holders and members in respect of any such breach separately or together with the person making or purporting to make the booking.

## **11. DEFINITIONS**

In these terms the following words and expressions have the meanings respectively ascribed to them:

**Hall** means Crockham Hill Village Hall and, unless the context otherwise requires, its grounds and car park and this is so even though express reference to the grounds and to the car park, as well as to the Hall, is made in some of these terms;

**Hirer** means the person making a booking of the Hall (irrespective of whether the booking is subsequently used or the Hall available) and any person acting or purporting to act for an organisation will be deemed to be the Hirer as well as the organisation itself as provided for in paragraph 10.1;

**Trustees** means the trustees from time to time and for the time being of The Crockham Hill Village Hall Trust (registered no. 1044489).

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Hall manager: Clive Folkard, 13 Deanery Road, Crockham Hill,  
Edenbridge, TN8 6RE

Tel: 07762791640

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*Form 3: July 2017*