



Painters Forstal, Faversham, Kent ME13 0EN

## BOOKING AGREEMENT – GENERAL HIRE

### BOOKING AGREEMENT

By proceeding with your booking, you are deemed to have accepted the following terms and conditions for the hire of the hall.

### TERMS & CONDITIONS OF HIRE

Agreements with the Trustees of Painters Forstal Community Association (“the Trustees of PFCA”) for the hire of Painters Forstal Community 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 understand the Hire Conditions.

#### 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. Responsibilities of the Hirer

- Supervision of the use of the Premises and the care of the building and contents.
- Ensuring that the number of people using the Premises does not exceed that permitted for the hall. The capacity of the hall is 80 seated and 100 non-seated.
- Completing risk assessments for any organized activities.
- Ensuring that the purpose and conduct of the hire does not disrupt the neighborhood.
- Excepting guide, and other assistance dogs, ensuring no animals are allowed in the building without prior approval of the Trustees of PFCA.
- Ensuring that NO animals whatsoever enter the kitchen at any time.
- 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.
- 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 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 flammable substances are brought onto the Premises.
- Ensuring that no portable heating appliances are used at the premises.



Painters Forstal, Faversham, Kent ME13 0EN

- Ensuring that any third-party service providers i.e., DJ/disco, bouncy castles, provide Public Liability Insurance for their services and that all equipment is certified safe and in good working order, and used in a safe manner, using Residual Current Circuit Breakers where appropriate.
- The hall must be vacated and cleaned at the end of the hirer's agreement time.
- All vehicles **MUST** be removed at the end of hire. Overnight parking on the premises is not allowed.
- Ensuring the good/appropriate 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 or nuisance to neighbours. **Please see Point 4.**

#### **4. Car Parking**

Painters Forstal is a rural village with narrow lanes and limited street lighting. The hall has on-site parking for 12 cars including 2 for disabled drivers. Please ensure that these spaces are used appropriately. Vehicles may be parked only in the marked spaces, or, once the designated bays are full, in the designated 'overflow' spaces. All vehicles and their contents are parked at the owners' risk. All vehicles are to be removed at the end of hire. In the event of the car park being full please ensure that your guests are considerate of residents and do not cause an obstruction. Should any vehicles cause a road obstruction the booking will be suspended and, if necessary, stopped completely with no refund or compensation. If you feel you will need extra parking for your event, please contact the Trustees of PFCA in advance.

#### **5. Decorations**

Please inform the Trustees of PFCA if you intend to use decorations. Blu-tack, drawing pins or adhesive tape must not be used without the express permission of the Trustees of PFCA. Making good damages caused by decorations will be charged to the Hirer.

#### **6. Cleaning**

Cleaning equipment can be found in the store cupboard. The hirer must ensure that the Premises (including kitchen and toilets) are left clean and tidy with all waste and rubbish removed from the premises at the end of the hire and taken home, this includes the outside areas and car park. Failure to do so will result in retention of your deposit. Cleaning services can be arranged at extra cost. Please contact us if you require this.

#### **7. Consumption of alcohol**

Under no circumstances may alcohol be sold on the premises without prior written authority from the Trustees of PFCA. Alcohol may not be served to any person under the age of 18 years.

#### **8. Fireworks**

No Chinese lanterns or balloon releases are permitted on hall premises (garden and car park included). No fireworks are permitted unless authorized by the Trustees of PFCA. Sparklers are permitted **OUTSIDE** only. No sparklers or sparkler-type candles to be used inside the hall. No naked flames or smoke machines in the hall as these will set off the smoke alarms.



Painters Forstal, Faversham, Kent ME13 0EN

### **9. Barbeques**

Gas and coal barbeques are permitted in the garden with the consent of the Trustees of PFCA, but disposable barbeques are not permitted under any circumstance.

### **10. Accidents and Dangerous Occurrences**

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

The first aid box is located in a secure box in the kitchen.

The Hirer is responsible for assessing their first aid requirements. The Hirer is also responsible for providing any required First Aiders and any additional first aid equipment if considered necessary.

### **11. Fire Regulations**

The Hirer shall:

- Ensure they have read and familiarised all the Hirer's Users with the Building Emergency Evacuation Plan a copy of which can be found in the Fire Document Safety Pouch which is under the Fire Alarm Panel in the Hall lobby.
- Ensure that no emergency exit is obstructed.
- Ensure that the Fire Brigade is called via 999 to any outbreak of fire, however slight, and details reported to the Trustees of PFCA.
- Ensure they know who is present and a list is to be checked if the Premises is evacuated.
- Ensure that a Personal Emergency Evacuation Plan (PEEP) is in place for anyone that may need assistance during evacuation such as vulnerable persons or those with impaired mobility.
- 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 tampered with.
- Ensure that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without the consent of the Trustees of PFCA.

### **12. 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.

### **13. Indemnities**

The Hirer shall indemnify and keep indemnified each of the Trustees of Painters Forstal Community Association and their employees, volunteers, agents and invitees against:



Painters Forstal, Faversham, Kent ME13 0EN

- (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.
- (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 Trustees of PFCA, the Hirer shall make good or pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings, services or contents and for loss of content.

#### **14. Hire options for the hall**

The hall can be hired between 9am – 11pm seven days a week. Anyone wishing to hire the hall on an on-going regular basis should refer to the **Regular Hirer terms and conditions**.

#### **15. Hire Fees**

- The minimum hourly rate for the hall is £20. There is a one-off fee of £30 to hire the kitchen and £20 to hire our tables and chairs. There will also be a refundable damage deposit between £100 - £500. The hourly rate, deposit and refundable damage deposit will vary according to the activity and/or risk. Please visit our website for confirmation of prices.
- Booking is not confirmed until the signed hire form is received, with deposit, and confirmation has been obtained from the Trustees of PFCA.
- The full cost of the agreed hire **PLUS** RDD must be paid 28 days before the booking date or on booking if less than 28 days notice.
- **If payment of the invoice is not received by the due date as stated on the invoice, the date will be advertised for re-sale.**
- At the finish time the Hirer will be expected to leave the Premises and its facilities, including outside space, clean and fit for the next hirer with all rubbish removed. The finish time is the indicated end time on the booking form so please ensure you have included clean up time when you book. The Trustees of PFCA reserves the right to check that these times have been complied with. \*
- The RDD will be refunded within 7 days after the hire provided that the above has been satisfied. A check list will be provided with the confirmation form and used to determine the condition of the hall at the end of the hire period.

#### **16. The Refundable Damage Deposit (RDD), or part thereof, will be withheld if:**

- The Premises has been left unclean.
- Any damage is caused during hire to the Premises or its contents.
- There was a significant disturbance and/or nuisance to the neighbourhood.
- Hire over-runs agreed end of hire time. \*

**\*NOTE:** The Hall has remote access CCTV in operation. Any dispute about time-keeping will be evidenced by this means.



Painters Forstal, Faversham, Kent ME13 0EN

### 17. 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 and Vapers must use the designated smoking area outside of the hall.
- Tamper with or isolate the fire alarm or intruder alarm system for the hall.

### 18. Cancellations by the Hirer

If the Hirer cancels the booking before the date of the event Trustees of PFCA will refund:

- 100% of any monies paid if cancelled a month before the event.
- 50% of any monies paid if cancelled two weeks before the event.
- 25% of any monies paid if cancelled with less than two weeks before the event.
- There will be no refund if cancelled within 48 hours of the event.

### 19. Cancellations by the Village Hall

The Trustees of PFCA reserve the right to cancel a hiring by written notice to the Hirer in the event of:

- a) Such hirings which may lead to a breach of the hire booking agreement conditions,
- b) Unlawful or unsuitable activities which 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 monies already paid to the Trustees of PFCA, but the Trustees of PFCA shall not be liable for any resulting direct or indirect loss or damages whatsoever.

### 20. Access for hirers

Hirers will be provided with access instructions prior to their hire. The keys are held in a secure key locker, the access code will be provided before the agreed booking date with instructions and a check list for the hirer to be able to gain access to the hall.

**NOTE:** The key locker code is only active during the time of hire.

Signed	Date
--------	------

**NOTE: Please print, sign and return this form with your booking form. Other formats are available**



Painters Forstal, Faversham, Kent ME13 0EN

PFCA want you to enjoy your time at our hall. If you are happy, please also let us know by sharing on our social media pages. Should any matter arise that fails to meet your expectation you can find our complaints procedure at [Paintersforstal.co.uk/complaints](http://Paintersforstal.co.uk/complaints).



Painters Forstal, Faversham, Kent ME13 0EN

### **General Data Protection Regulation**

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal information under current data protection law. The terms used in this Fair Processing Notice are based on the Information Commissioner's Office. You can find out more about the ICO here: <https://ico.org.uk/>.

#### **Who are we?**

Painters Forstal Community Association is the Data Controller of the information you provide us; You can contact us for general data protection queries by email to [contact@paintersforstal.co.uk](mailto:contact@paintersforstal.co.uk) or in writing to The Chairman, Painters Forstal Community Association, Painters Forstal, Faversham, Kent, ME13 0EN. Please advise us of as much detail as possible to comply with your request.

#### **What information do we collect?**

During your enquiry for hiring the Painters Forstal Community Hall we will collect personal information which may include your name, telephone number, email address, postal address required to complete your booking. On the very rare occasion you may be asked for your bank details to allow for any refund payments to be made to you as necessary.

#### **How do we use your personal information?**

We will use your personal information to

- Process your booking
- Communicate with you

We do not share your information, your data is only used for Painters Forstal Community Hall business and your booking.

#### **Securing your personal information**

We follow strict security procedures in the storage of your personal information, including storage in electronic and paper formats.

#### **How long do we keep your information for?**

We will not keep your personal information longer than is legally necessary.

#### **Your rights**

Under data protection law you have the right to change or withdraw your consent and to request details of any personal data that we hold about you.

Where we have no legitimate reason to continue to hold your information, you have the right to be forgotten.

#### **CCTV Footage**

For security of you and the property, Painters Forstal Community Association has six digital cameras recording footage around the outside and inside of the Painters Forstal Community Hall. This data is stored on a stand-alone media recorder. The footage captured is over-written every 28 days and only exported from the system when deemed necessary.



Painters Forstal, Faversham, Kent ME13 0EN

**Consent**

We require your consent to this notice to enable any agreement between yourself and the Painters Forstal Community Association, please sign and date below and return this form to the booking secretary.

Name	Signature	Date

**Policies** can be established or altered only by the Trust: **Procedures** may be altered by the Chairman. **DISCLAIMER:** While all care has been taken in the preparation of this material, no responsibility is accepted by the author(s) or Our Community, its staff, volunteers or partners, for any errors, omissions or inaccuracies. The material provided in this resource has been prepared to provide general information only. It is not intended to be relied upon or be a substitute for legal or other professional advice. No responsibility can be accepted by the author(s) or Our Community or its partners for any known or unknown consequences that may result from reliance on any information provided in this publication.