

## **FORDCOMBE VILLAGE HALL – REGISTERED CHARITY No.235361 (“FVH”)**

### **TERMS AND CONDITIONS FOR BOOKINGS AT FORDCOMBE VILLAGE HALL**

#### **THE CONTRACT BETWEEN FVH AND A HIRER FOR A BOOKING AT FORDCOMBE VILLAGE HALL IS THE ROOM HIRE BOOKING FORM ACCEPTANCE AND THESE TERMS AND CONDITIONS**

- No Smoking or Vaping is allowed anywhere on the premises.
- The Hall must be vacated by 11.45pm.
- Music levels must be turned down by 10.30pm so that no music can be heard outside the Hall.
- Very loud music which will disturb neighbouring houses and other hall users is not allowed at any time. Music with offensive lyric is not allowed at any time.
- All rubbish must be removed from the Hall
- The Hall must be left in a clean, neat and tidy state.
- Tables and chairs must be returned to the storage cupboard on the trolleys provided.
- No publicity, notices, or anything else should be affixed to ANY walls or surfaces.
- No additional kitchen appliances should be used.
- Room capacity of Oak Hall is 90 people and Acorn Hall is 45 people
- As soon as keys have been used to lock or unlock doors they should be returned to their key box and the digits of the box randomized – this reduces the chances of a key being lost. In the event of a key being lost there will be an additional charge of £30.
- No football parties inside the hall

## **1 DEFINITIONS**

“Amount Due” means the amount of money that the Hirer has to pay for or in connection with the Booking to the FVH including the deposit & any applicable VAT.

“FVH” means the Fordcombe Village Hall charity, registered charity no. 235361.

“Hall” means Fordcombe Village Hall, The Green, Fordcombe, Tunbridge Wells TN3 0RY.

“Hirer” means the person or organisation who has made the booking with FVH.

“Period of hire” means the time period for which the Hirer has booked the relevant room(s).

“Room” means the particular room(s) which the Hirer has booked.

## **2 CONFIRMATION OF BOOKING, PAYMENT & CANCELLATION**

2.1 The hirer should state the purpose for which the hall is being used and the hall should not be used for any other than the stated purpose.

2.2 A binding booking is made when the Hirer’s request to book a room and time/date is formally confirmed by FVH to the Hirer.

2.3 At the time of booking an invoice will be sent and a 20% non-refundable deposit should be paid within 7 days. The balance to be paid in full 2 months before the date of hire.

2.4 If the date of hire is less than 2 months from the booking date the invoice should be paid in full within 7 days.

2.5 Payments of charges by Hirers must be made to FVH’s official bank account which is:-

Fordcombe Village Hall

(Barclay’s bank)

Account - 90351806

Sort code - 20 88 13

FVH does not accept payment in cash or by credit or debit card.

2.6 FVH reserves the right to cancel a binding booking when necessary, e.g. when the Hall or Room is required for use as a polling station in a Parliamentary or Local Government election, destruction of or damage to the Hall or Room, due to epidemic or pandemic, for safety due to official serious bad weather warnings, nearby road or other access closures for road or utility supply or sewer repair, or other danger or any other substantial unforeseen circumstance whatsoever. FVH will give as much notice to the Hirer as reasonably practicable and refund any deposit paid. Hirers are advised to consider taking out cancellation insurance for their event/booking.

2.7 Where a booking is cancelled by the Hirer within a month of the booking FVH reserves the right to retain some or all of the hire fee.

The date on which FVH actually receives written notice (including email) from the Hirer cancelling the booking is the relevant date for this purpose.

2.8 Any FVH price increase taking effect generally between the date when a binding booking is made and the booked date will be applied to the booking. FVH will give 3 months notice of any increase.

2.9 If payments of deposits or charges are not made when due, bookings may be cancelled by FVH. Interest will be charged on overdue payments at the rate of one per cent per month or part thereof.

### **3 CARE OF THE PREMISES & EQUIPMENT**

3.1 The Hirer must make sure no damage is caused or permitted to be made to the Room, the other parts of the Hall and its equipment, inside or out and including the car park and surrounding area during the period of hire.

3.2 The Hirer shall be legally and financially responsible to FVH for any damage caused or permitted to be caused during the period of hire.

### **4 GENERAL RULES**

4.1 No smoking or vaping or illegal drugs anywhere in or adjacent to the Hall on FVH property.

4.2 The Hirer may apply in good time to FVH to use the Hall's Premises Licence for their event if this is appropriate for the nature of the event, but the FVH may refuse this at their discretion. If permission is given, the Hirer must comply with the conditions of the Hall's Premises Licence. The Hirer may not apply for a Temporary Event Notice without the prior written agreement of FVH. An extra charge may be made for use of the Premises Licence and for agreement to a Temporary Event Notice.

4.2 No activity which requires a licence, whether under general law (e.g. gaming, betting, lotteries, sale of alcohol) or under copyright law (e.g. films, music, plays), may take place without the Hirer having first obtained the relevant licence.

4.3 The Hirer may only hold an event of the nature which they have fully and fairly disclosed to FVH.

4.4 Any event which the Hirer holds must be lawful in itself and be conducted by the Hirer in a lawful and reasonable manner.

4.5 The Hirer must not allow their event at the Hall to be or become a noise or other nuisance to other users of the Hall or to the neighbouring properties.

4.6 The Hirer is responsible for keeping good order and must remove and exclude from the Hall any person who is causing a nuisance or who is intoxicated or disorderly.

4.7 The Hirer's event and its conduct must not be discriminatory under the Equality Act 2010.

4.8 Sub-letting or sharing is not allowed.

4.9 Room capacities must be complied with by the Hirer.

4.10 Hirers must be 18 years old or over. Organisations must appoint a responsible person to liaise about the booking with FVH, that person must be 18 years old or over.

4.11 If food or drink is to be supplied to the public, the Hirer or their caterer is responsible for complying with any applicable food and hygiene law and statutory guidance.

4.12 Any caterer engaged by the Hirer to provide food or drink to their guests must hold at least a Basic Food Hygiene Certificate.

4.13 FVH does not accept responsibility for the safety or security of anything brought into the Hall by the Hirer, their guests or contractors.

4.14 No adverts or bills shall be displayed outside or inside the Hall. No flyposting.

4.15 The Hirer must vacate and leave clean and tidy the Room booked by the end time of their booking. All the Hirer's equipment and rubbish must be removed from the Hall and disposed of in a lawful manner by the Hirer.

4.16 Where the booking includes use of the kitchen, the Hirer is responsible for ensuring all crockery, utensils, worksurfaces, the sinks, the cooker and fridge are left clean and tidy. An appropriate charge shall apply where any of this has not been done.

4.17 If you are given permission to use the FVH-provided wi-fi in the Hall, it may only be used lawfully, reasonably and within any limits imposed as a condition of giving permission and you agree to keep any username or password confidential and not share it with anyone.

## **5 SAFEGUARDING CHILDREN, YOUNG PEOPLE AND VULNERABLE ADULTS**

5.1 The Hirer must ensure that any events for children, young people or vulnerable adults are provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006. The Hirer must have and provide to FVH or any relevant authority a suitable Safeguarding Policy and evidence that the relevant checks through the Disclosure and Barring Service have been carried out for those persons and were clear.

5.2 The Hirer must ensure compliance with the age restrictions on film viewing from the British Board of Film Classification if any film is being shown.

## **6 HEALTH & SAFETY**

6.1 The Hirer is responsible for ensuring their event is conducted in a safe manner. They must familiarise themselves with the health & safety plan for the Hall prepared by FVH, including the evacuation plan, and carry out and write up their own risk assessment at least one week before their event.

6.2 The Hirer must ensure that any electrical appliances intended for use in the Hall shall be PAT tested and pass that test before the date of the booking.

6.3 FVH takes no responsibility for any accidents caused by the weather. If the carpark and paths are snowy or icy then the hirer is responsible for making the area safe for their guests. There is a large yellow bin of grit provided by the council just outside the hall.

## **7 LIABILITY AND INSURANCE**

7.1 The Hirer is legally and financially responsible as between FVH and the Hirer for all damage, losses, claims and costs arising out of their use of the Hall whether to FVH or 3<sup>rd</sup> parties. The Hirer shall indemnify FVH from and against any expense, liability, loss, claim or proceeding (including claims for the death of or injury to any person) whatsoever and howsoever arising in the course of or caused as a result of the hire, except where due to the negligence of FVH, its staff or agents. FVH

will have no other liability to the Hirer for any liability due to death, personal injury, loss or damage to personal property or other claims or costs.

7.2 In no circumstances whatsoever will FVH be liable for any injury to feelings or consequential losses.

7.2 FVH will maintain public liability insurance as regards its own potential liabilities in relation to its operation of the Hall. The Hirer is advised to ensure that they have valid and adequate insurance cover for their own potential liabilities in relation to the hire.

### **Use of Bouncy Castles**

***I acknowledge and confirm that Fordcombe Village Hall is not insured for the use of inflatables on its premises, it is a condition of the hiring of Fordcombe Village Hall and in consideration of being permitted to hire a bouncy castle or other inflatable that:***

***I accept full and sole responsibility for the use of the inflatable;***

***I will provide copies of the insurance and safety certificates and the terms & conditions of hire of the inflatables supplier;***

***I will comply fully at all times with the instructions, requirements and recommendations contained in the hire agreement provided by the inflatable supplier;***

***I will indemnify Fordcombe Village Hall members and Trustees for any and all liability, how so ever arising out of the hire and/or use of the inflatable.***

### **8 DATA PROTECTION**

Personal data provided by the Hirer to FVH in the course of making the booking and preparing for the event will be processed by FVH for the provision of its services and the performance of its contract with the Hirer in accordance with data protection law.

### **9 THIRD PARTIES**

No 3<sup>rd</sup> party shall have any right to enforce any term of this contract under the Contracts (Rights of Third Parties) Act 1999.

### **10 GOVERNING LAW**

All aspects of this contract shall be governed by English law and the English courts shall have exclusive jurisdiction over any legal disputes which the parties are unable to settle by negotiation or mediation.

### **11 CHANGES**

FVH may change these Terms and Conditions between the date of making the booking and the date of the event without prior notice to the Hirer, and the changed terms shall apply to the contract of hire.

## **12 EMAIL**

The official email for communicating with FVH about bookings is [bookingsclerk@gmail.com](mailto:bookingsclerk@gmail.com)  
Emails must not be sent to any other address.

**END**

Date of issue 14<sup>th</sup> June 2026