



Kemsley Community Centre

Managed by the Kemsley Community Centre Trust
Registered Charity Number 1152049



TERMS AND CONDITIONS OF HIRE

In this document “Centre” refers to the Kemsley Community Centre (also known as Kemsley Village Hall or Kemsley Community Hall), “the Trust” refers to Kemsley Community Centre Trust” (KCCT) and “Trustees” refers to the Trustees Board of KCCT.

1. Bookings – All Hirers

- a. The Trust will only accept bookings from persons 18 years of age and over.
- b. Times booked must include enough time for set-up and clear-up. Any extra time taken for clear-up will be charged for.
- c. All hirers (this includes musicians and caterers) must vacate the Centre by the time specified on the invoice.
- d. The Trust reserves the right to refuse any application for the hire of the Centre and to make enquiries into the standing of organisations/persons requesting a hiring.
- e. The Trust may accept bookings for birthday parties of ages 13-20 or for any other teenage parties but special conditions will apply.
- f. The Trust will only consider enquiries for bookings via email or booking requests via booking system on our website..
- g. Enquiries are logged on our booking system and only removed from the booking system after enquirer has cancelled their enquiry or no communication has been received over a reasonable period of time.
- h. If the enquirer indicates they wish to continue with the booking, the Trust sends (email or post) a combined quotation/booking form to the hirer.
- i. The Trust will only accept bookings after confirmation by the hirer. The hirer can sign and return the booking form (scanned copy is acceptable) or send an email confirmation with wording exactly as shown on the booking form.
- j. When confirmation is received, the Trust will send (email or post) an invoice.
- k. On receipt of the invoice, a booking deposit will be payable by the hirer (see below) to secure the booking.
- l. Until a booking is secured, the Trust will continue to process enquiries for the same date(s)/time(s) but will inform hirers of any such enquiries and give option on a first come-first served basis for hirers to secure their booking.

2. Bookings – Regular Hirers (More than 1 booking per month)

- a. Initial bookings for regular hirers will be carried out using the same process for all hirers (see above).
- b. Once established as regular hirers, an email will be accepted as letter of intent detailing days/times of regular bookings for each month and the monthly schedule will be assumed to continue until email notification received of cancellation (see below).
- c. Bookings taken for a specific day of week and times will be taken to apply to every week apart from bank holidays and, where specifically stated, school holidays, subject to cancellation conditions (see below).



3. Fees, Charges, Payments – Casual Hirers (less than 1 booking per month)

- a. Standard prices will be applied as per the Price Schedule, including a Condition Bond (Damage and Cleaning Deposit).
- b. Charities, Community and Public Service organisations can apply for discounts which are at the discretion of the Trustees.
- c. Fifty per cent of room hire fees (not including equipment hire or condition bond) will be payable on issue of hire invoice to secure a booking.
- d. The remaining balance will be payable latest one month before the hirer's event. It is at the discretion of the Trustees to cancel a hirer's event if fees and charges have not been paid on time.
- e. Hiring shall only take place when the hiring fees and charges have been paid in full.

4. Fees, Charges, Payments – Regular Hirers (More than 1 booking per month)

- a. Standard prices will be applied as per the Price Schedule, but with discounts applied according to volume of hours booked per year.
- b. including a Condition Bond (Damage and Cleaning Deposit).
- c. Charities, Community and Public Service organisations can apply for discounts which are at the discretion of the Trustees.
- d. Fifty per cent of room hire fees (not including equipment hire or condition bond) will be payable on issue of hire invoice to secure a booking.
- e. The remaining balance will be payable latest one month before the hirer's event. It is at the discretion of the Trustees to cancel a hirer's event if fees and charges have not been paid on time.
- f. Hiring shall only take place when the hiring fees and charges have been paid in full.

5. Cancellation – Casual Hirers (less than 1 booking per month)

- a. If a hirer cancels their booking, the booking deposit will not be refunded except at the discretion of the Trustees.
- b. If a hirer cancels their booking earlier than one month before their event, then payments other than the booking deposit will be refunded and the balance of the account cleared.
- c. If a hirer cancels within the month before their event, then no payments made will be refunded and the Trust will pursue payment of the balance of the account except at the discretion of the Trustees.

6. Cancellation – Casual Hirers (less than 1 booking per month)

7. In order to comply with our premises licence ALL MUSIC MUST CEASE BY 11:45 PM ON MONDAY TO SATURDAY AND BY 10:45 PM ON SUNDAY, EXCEPTING NEW YEARS EVE WHEN MUSIC MUST CEASE BY 12:45 AM. EVENTS MUST CLOSE AND GUESTS LEAVE (APART FROM THOSE CLEANING UP) BY MIDNIGHT MONDAY TO SATURDAY AND BY 11 PM ON SUNDAY, EXCEPT NEW YEARS EVE WHEN EVENTS MUST CLOSE BY 1 AM. ALL CLEANING MUST BE COMPLETED AND PREMISES VACATED BY HIRERS BY 1 AM ON MONDAY TO SATURDAY, MIDNIGHT ON SUNDAY AND 2 AM ON NEW YEARS DAY.
8. The hirer is responsible for all incidents and attendees in those parts of the Centre being hired or any associated areas during the times booked, and is responsible for the premises being left "as found", including emptying of internal bins and disposal of rubbish in Eurobins outside. This includes litter, any mess or liquid on surfaces in any parts hired, toilets and kitchen equipment. Any costs incurred for unplanned cleaning necessary after the hirer's function/event will be deducted from the hirer's Condition Bond.
9. The hirer is responsible for the security of the Centre and the health and safety of everyone in the Centre during the time booked, and shall not under any circumstances leave the Centre open and unattended during



Kemsley Community Centre Conditions of Hire

that time. They shall not permit any drunken or disorderly person to enter the Centre or to remain in the Centre and will make arrangements for them to be escorted out of the Centre.

10. No sub-letting of hiring is permitted.
11. The Centre is strictly a no-smoking venue in all internal locations. There are smoking areas outside but NOT in the for not the hall.
12. Fire alarm and smoke detectors are fitted in the Centre and can be activated by smoke generators and associated equipment. NO SMOKE MACHINES OR BARBECUES OR ANY OTHER DEVICES ARE ALLOWED IN THE HALL THAT MIGHT TRIGGER FIRE ALARMS. SMOKE ALARMS MUST NOT BE COVERED. IF SMOKE ALARMS ARE COVERED, LEGAL ACTION MAY BE TAKEN. If activated, hirers will be charged a call-out fee for resetting the alarm systems. It is the responsibility of the hirers to ensure that disco personnel, musicians, and caterers are made aware of this fact.
13. The Trustees reserve the right to suspend any activity in the Centre without notice. The Steward has delegated authority form the Board of Trustees and her instructions MUST be followed.
14. In civil emergency situations, the Centre is a designated site for Swale Borough Council and Emergency Services to deliver their established statutory services.
15. Casual (non-regular) hirers can collect keys from out bar at published times or arrange to be let into the Centre by Centre personnel at the start of their hiring period. Hirers will be briefed on Conditions of Hire, Health and Safety, Security and other procedures/rules, after which they will be given keys. At the end of the hiring, Centre personnel will either return to check that the Centre has been left "as found" and to retrieve keys OR hirer will be asked to lock up and delver keys to a designated address. Regular hirers will have their own keys and will let themselves in and out. If keys are lost by hirer, the Trust reserves the right to change locks and charge hirer for locks and replacement keys.
16. No decorations should be attached to the fabric of the Centre or extra lighting installed. Hooks and pin-boards have been provided for hirer's use when putting up decorations or notices but all must be taken down after the event, including all tacks, pins, and string. Use of blu-tack is NOT allowed other than on glass. Use of pins, drawing pins, tacks, is NOT allowed other than on designated pin boards. Use of staples, Sellotape, or gaffer tape is NOT allowed ANYWHERE.
17. The Trustees will not be held responsible to the hirer or any other person for damage to or the loss, theft or removal of any property arising out of the hiring. The Trustees will not be responsible for any loss, damage or injury arising from any cause whatsoever or for any loss due to machinery breakdown, electricity failure, leakage of water, fire, Government restriction, industrial action or Act of God, which may cause the Centre to be temporarily closed, or the hiring to be interrupted.
18. The Trustees may decide to close the Centre at times when severe weather threatens or is likely to threaten the safety of people planning to travel to the Centre. A minimum of three working hours' notice will be given to hirers in these circumstances and the Trustees will not be responsible for any loss or damage from a closure of the Centre due to severe weather.
19. The hirer is responsible for any damage to the Centre's premises, furniture and fittings that is part of the agreed hire. The Trustees may deduct monies from the hirer's Condition Bond to cover any additional cleaning due to misuse of the premises or for over staying their hire period. The hirer shall indemnify the Trustees and all their agents and servants from and against claims, actions, demands and proceedings in respect of damage, injury, loss theft or removal or any loss sustained by any person in consequence thereof if caused by the negligence of the hirer or deemed reasonably to be within the control of the hirer



Kemsley Community Centre Conditions of Hire

20. The Centre is licenced for the sale of alcohol by our licensee Monday to Saturday 10:00 hours to 23:30 hours and Sunday 11:00 hours to 23:00 hours. A licensed bar will be provided to hirers on request, subject to the Centre's rules on checking age of drinkers and adequate supervision of underage guests. No hirers are allowed to bring their own alcoholic (including those designated as "zero" alcohol) drinks into the Centre, unless by pre-arrangement with the Trustees, apart from children's bottled drinks and the equivalent of one celebratory drink per person for a toast. Neither hirers, nor their guests, nor suppliers are allowed to sell or raffle alcoholic (including those designated as "zero" alcohol") drinks.
21. One member of bar staff is employed per 50 guests. If numbers at your event are significantly lower than you have stated on your booking, or takings at the bar are very low due to own drinks being brought in, we reserve the right to retain part of your condition bond to cover costs. Our bar provider will contact the hirer before the date of the event to confirm and to get accurate numbers and drink preferences.
22. No copyright work should be performed in the Centre without the consent of the copyright owner. The Trustees will not be liable for any claims, demands, actions and proceedings arising out of any infringement of copyright or the unauthorised playing or use of any recording apparatus occurring during the hiring.
23. The Opening hours (availability) of the Centre are Monday to Saturday 8 am to 1 am, Sundays 0800 hours to Midnight and New Years Eve 8 am to 2 am. However, this includes time taken for cleaning up so hirers events should finish in good time to allow cleaning to be done.
24. The Centre is covered by a Public Entertainment Licence as well as a Theatre Licence.

Any queries regarding these conditions of hire please e-mail bookings@kemsleycommunitycentre.com. The steward can be contacted at ridham.bar@kemsleycommunitycentre.com to arrange viewing, bar provision, or keys.

