



pentewanvillagehall@gmail.com

pentewanvillagehall.org.uk

Glentowan Road, PL26 6DB

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Terms and Conditions of Hire

ALL BOOKINGS ARE PENDING UNTIL APPROVED IN WRITING BY THE BOOKING SECRETARY

The Hall

The hall is located at Glentowan Road, Pentewan (the "Hall"), and is a registered charity (Charity Number: 1096629) managed by Trustees on behalf of Pentewan Village Hall Trust (the "Trust"). The Trust can be contacted via email:

pentewanvillagehall@gmail.com.

The Hirer

The person who submits the Booking Request Form (the "Hirer") is the person who will take full responsibility for all aspects of the use of the Hall and conduct of the guests on the day/time of the booking, including the safety and welfare of guests/visitors as well as the safe and careful use of the Hall and its fixtures and fittings during the hire period. This person is also the Hall Trustees' first point of contact in all matters relating the booking and the Hall. The Hirer confirms they are over 18 years old and will be on the premises for the duration of the booking.

BY SUBMITTING A BOOKING REQUEST FORM, THE HIRER CONFIRMS THEY HAVE READ, UNDERSTOOD AND AGREE TO CONFORM TO THE TERMS AND CONDITIONS SET OUT IN THIS DOCUMENT AND ANY OTHER ARRANGEMENTS MADE WITH THE TRUSTEES.

1. Hire Period

The hire period to be booked online is the total time for the booking and must include sufficient time for both the preparation before your session and for tidying up afterwards.

2. Hire Charges

The price of hiring the Hall is as follows:

- £30.00 for 4 hours,
- £50.00 for 8 hours,
- £75.00 for a full day.

The Hirer hereby agrees to receive and pay the invoice for the Hall Hire Charges. Once your Booking Request has been approved, you will receive the invoice via the email you provided for the amount owed, payable by BACS unless other arrangements have been agreed with a Trustee.

The Trust must receive your payment at least 72 hours before the start of your booking – if your payment is not received in the time specified, the Trust reserve the right to cancel your booking due to non-payment. If there is less than 72 hours before the start of the Hire Period, the invoice is due on receipt.

3. Premises to be Hired

The Hall offers a total maximum capacity of 50 people. The Hirer agrees not to exceed this capacity.

The Hall includes use of the following facilities:

- the main hall with its tables, chairs and appliances,
- a functioning kitchen with equipment and utensils,
- toilet,
- wheelchair accessibility & hearing loop.

Storage of equipment or materials in the Hall is not included.

4. Parking

The Hall does not have any designated parking facilities. There is limited free parking in the village Square, PL26 6DA, or alternatively there is a pay and display car park off West End, PL26 6BX opposite the Ocean Sports shop. Parking in the village can be very busy during the summer season, so it is the responsibility of the Hirer to ensure there are sufficient parking arrangements for their booking. The Trust does not take any liability for losses due to parking restrictions.

5. Insurance

All commercial Hirers are required to hold and provide evidence of appropriate public liability insurance cover (minimum £5m) which must be valid for their Hire Period(s). This includes providing updated evidence of cover at each renewal of their policy.


6. Hirer's Responsibilities

The Hirer must ensure guests/visitors are compliant with the provisions of these hire conditions for the Hire Period. In particular, the Hirer must ensure the event is carried out in a lawful manner, without any local disturbance or anti-social behaviour.

The Hirer will receive an email containing the code to the key safe 24 hours before the start of the Hire Period. It is the Hirer's responsibility to keep the building and the key secure. The Hirer must lock the front door when the hall is not occupied and return the key to the key safe upon leaving the premises.

The Hirer shall be accountable during the Hire Period for:

- 6.1. Supervision of the use of the Hall and the care of its fixtures and fittings.
- 6.2. Ensuring that the Hall (including its kitchen, appliances, tables, chairs, toilets, flooring and any other items or areas used) are left clean and tidy with rubbish removed at the end of the Hire Period. In other words, you agree to leave the Hall as you found it.
- 6.3. Ensuring that all equipment, including chairs and tables have been returned to their storage positions safely, the Hall is cleared of people, all lights are switched off, the heating turned off and the building secured with the entry key returned to its external safe.
- 6.4. **Failure to return the key to its safe securely will result in a £100 penalty.**
- 6.5. Ensuring that any temporary fixtures or fittings used by you comply with Health and Safety law and in particular ensuring that any decorations used are not a fire hazard. The Hirer must not block fire



exits, place obstructions on or in front of heaters, tamper with any fire equipment or hold fire doors open.

- 6.6. Ensuring that any equipment or electrical appliances brought into the hall and used there shall be certified safe and in good working order and used in a safe manner by only competent authorised persons.
- 6.7. Ensuring that NO animals whatsoever enter the kitchen at any time.
- 6.8. Ensuring that no barbeques, LPG appliances or highly flammable substances are brought into the Hall.
- 6.9. Ensuring that guests recognise the fact that the Hall is situated in a residential neighbourhood and conduct themselves accordingly by being courteous and always keeping noise and disturbances to a minimum.

7. Use of Premises

The Hirer shall not use the Hall for any purpose other than that described in the APPROVED booking request form, and shall not sub-hire, or use the Hall, or allow the Hall to be used, for any unlawful or unsuitable purpose, or in any unlawful way. The Hirer shall not do anything or bring into the Hall anything which may endanger or render invalid any insurance policies in respect thereof. Nor allow the Sale of alcohol anywhere on the premise without the relevant licenses.

8. Insurance and Indemnity

Save for fair wear and tear, the Hirer agrees to indemnify the Hall Trustees against any claim for damage, injury and financial loss, directly or indirectly claimed or arising from their and/or their guests' use of the Premises. The Hirer expressly accepts responsibility and liability for:

- 8.1. The cost of repair of any damage (including accidental and malicious damage) done to any part of the Hall including the curtilage thereof or its contents.
- 8.2. All claims, losses, damages and costs made against or incurred by the Hall Trustees, volunteers or invitees in respect of damage or loss of

property or injury to persons arising as a result of the use of the Hall (including the storage of equipment) by the Hirer.

- 8.3. All claims, losses, damages and costs made against or incurred by the Hall Trustees, volunteers, invitees because of any nuisance caused to a third party because of the use of the Hall by the Hirer.
- 8.4. The Hirer shall indemnify and keep indemnified accordingly each member of the Hall Trustees and their volunteers and invitees against such liabilities.
- 8.5. The Hall Trustees shall hold adequate insurance to insure the liabilities described above.

In the event that the Hall Trustees elect to claim on its own insurance for any liability of the Hirer hereunder, the Hirer agrees it shall indemnify and keep indemnified each member of the Hall Trustees, their volunteers and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under any insurance policy.

9. In the Event of Fire

The Hirer will ensure that the Fire Service shall be called to any outbreak of fire, and details shall be given to the Hall Trustees as soon as is practical.

The Hirer acknowledges that before holding their booking that they have read and understood the instruction in the following matters:

- 9.1. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Hall to the designated Fire Assembly point.
- 9.2. The location and use of fire equipment.
- 9.3. Escape routes and the need to keep them clear.
- 9.4. Method of operating escape door fastenings.
- 9.5. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- 9.6. Location of the first aid box.



In advance of any and every Hire Period, the Hirer agrees that they will check the following items:

- 9.7. That all fire exits are unlocked and panic bolts in good working order.
- 9.8. That all escape routes are free of obstruction and can be safely used for instant free public exit.
- 9.9. That any fire doors are not wedged open.
- 9.10. That exit signs are illuminated.
- 9.11. That there are no obvious fire hazards on the premises.
- 9.12. That they will seek guidance from the Hall Trustees on any safety matters of which they are uncertain.

10. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

11. Storage of Equipment

The Hall Trustees accept no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property brought onto the premises by the Hirer must be removed at the end of each Hire Period, or a storage fee may be incurred.

12. Accidents and Equipment Failure

Any failure of equipment belonging to the Hall Trustees must be reported to the Hall Trustees as soon as possible.

The Hirer must report all accidents involving injury to the public to the Hall Trustees as soon as possible and make a detailed entry in the accident book.

13. Cancellation of Booking

The Hall Trustees reserve the right to cancel this Agreement or an approved Hire Period by written notice to the Hirer in the event of:

- 13.1. The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- 13.2. The premises becoming unfit for the use intended by the Hirer.
- 13.3. A Government emergency requiring use of the premises as a shelter.

In any such case the Hirer shall be entitled to a refund of any fees already paid, but the Hall Trustees shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

In the event of the hirer being in material breach of any of the terms and conditions of this Agreement, the Hall Trustees have the right to terminate the agreement forthwith and claim against the hirer any financial loss incurred as a result of the said breach.

No liability shall attach to the Hall Trustees for any loss of income or of potential income by the Hirer in the event of any cancellation of any bookings by the Halls' Trustees.


The Hall Trustees reserve the right to refuse any application for a booking of the Premises for any reason it deems appropriate, or if subsequent to confirming the hire, if in the Hall Trustees' sole opinion, the booking proves to be of an unsavoury or unsuitable nature.

14. Smoking

Smoking is NOT permitted in the Hall or its immediate surroundings. This includes the use of e-cigarettes/vapes of any kind. The charging of e-cigarettes/vapes is also not permitted on the premises.

15. Alterations

The Hirer agrees and accepts that:

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- 15.1. Decorations and similar paraphernalia may not be hung or set by any means that might cause harm or excessive wear to any part of the Premises.
 - 15.2. Any furniture (chairs, tables etc.) brought on to the premises are fire retardant. Where requested, Hirers must produce a certificate that the decorations are not a fire hazard.
 - 15.3. No drawing pins, adhesive tape, staple guns, screws or similar may be used anywhere on the Premises. No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior approval of the Hall Trustees.

16. No Further Rights

This Agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the Hirer prior to or beyond the Hire Period.