

Agreement and Terms & Conditions of Hire

Standard Conditions of Hire

These Standard Conditions apply to all hiring of any or all the Church Hall rooms. If the Hirer is in any doubt as to the meaning of any of the following conditions, the Church Bookings Secretary should be consulted immediately. The Hirer is advised to print and carry a copy of these conditions during the event so that they can check any condition should the need arise.

1. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises; the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour 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 means of escape. As directed by the Church Bookings Secretary, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents. The decision as to any reasonable costs for repair of damages is solely at the discretion of the St Chad's Church PCC and is final.

2. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in this Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

3. Use of Kitchen

Kitchen facilities are available. There is no extra charge for using the kitchen, but an additional deposit is required. Please be aware that depending on the type of booking, the kitchen facilities may be shared with other users in the building. If you require sole access to the kitchen you must make this clear at the time of booking and this may incur an additional cost.

4. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on, or in relation to, the premises in contravention of the law relating to gaming, betting and lotteries.

5. Licenses

The Hirer is informed that the St Chad's Church holds a Performing Rights Society (PRS) License that permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television, or by performers in person. If other licenses are required in respect of any activity in the Church Hall it is the responsibility of the Hirer to ensure that they hold the relevant license and permissions or that the Church holds them.

The Church holds a License for the Sale and/or Consumption of Alcohol. The hirer must indicate on booking whether alcohol will be consumed. They must also indicate if ANY music will be played whether live, recorded or radio.

6. Public Safety Compliance

The Hirer shall comply with all Conditions and Regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or Party Provider which is attended by children.

(a) The Hirer acknowledges that they fully understand the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Hall. (See "Information For Hirers")
- The location and use of fire equipment. (See Church Hall Plan)
- Escape routes and the need to keep them clear.
- Muster Point
- Method of operation of escape door fastenings.
- Appreciation of the importance of, and of closing of, all fire doors at the time of a fire.

(b) In advance of any the Hirer shall check the following items:

- That all fire exits are unlocked and the panic bolts are in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on or immediately outside the premises.

7. Means of Escape (Shown as Church Hall Plan)

(a) All means of escape from the premises must be kept free from obstruction and immediately available for instant free public exit.

(b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied.

8. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Secretary of the St Chad's PCC.

9. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. There is a refrigerator in the Hall kitchen.

10. Hirer shall ensure that any electrical appliances brought by them to the premises and used must have a (PAT) sticker and date tested in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety.

11. Indemnity

The hirer is advised to:

(a) Indemnify and keep indemnified each member of the St Chad's employees, volunteers, agents and invitees against

(i) the cost of repair of any damage done to any part of the premises thereof or the contents of the premises

(ii) all claims, losses, damages and costs in respect of damage or 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, and

(iii) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused by a third party as a result of the use of the premises by the Hirer.

(b) Take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10 and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Secretary.

St Chad's Church is insured against any claims arising out of its **own** negligence.

12. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of St Chad's PCC as soon as possible. Any failure of equipment belonging to the Church Hall or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a Special Form to the Local Authority. The Booking Secretary will give assistance in completing the form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

13. Explosives and Flammable Substances

The hirer shall ensure that:

- (a) Strictly no smoke machines are used.
- (b) Highly flammable substances are not brought into, or used in any part of the premises.
- (c) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of St Chad's PCC.
- (d) No decorations are to be put up near light fittings or heaters.
- (e) No barbecue or hog roasting equipment to be used without prior agreement of the Booking Secretary.
- (f) The Hirer shall ensure that no unauthorised cooking appliances shall be used on the premises when open to the public without the consent of St Chad's PCC. Portable Liquefied Propane Gas (LPG) shall not be used under any circumstances.

14. Heating and Lighting

Hirers will be given instructions regarding heating controls.

External lighting at the front of the building is manually controlled. It is the responsibility of the hirer to ensure that the lights are switched on and off to ensure the safety of their guests. All light switches are clearly labelled.

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of St Chad's PCC. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used under any circumstances.

15. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol.

Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises, consumed therein or outside in the Hall grounds.

16. Animals

The Hirer shall ensure that no animals or birds (except guide dogs or those attending a dog

training class) are brought into the premises, other than for a special event agreed by St Chad's PCC. No animals whatsoever are to enter the kitchen at any time.

17. Safeguarding

The PCC of St Chad's has a Safeguarding Code of Safe Practice under which the welfare of those under the age of 18, 'children & young people', is paramount. Therefore the Church PCC requires all hirers using the Church premises to present a copy of their Safeguarding Policy to be kept on file for the duration of their contract with the church.

18. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of St Chad's PCC accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

19. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

19a. Cancellation by The Hirer

The Hirer must notify the Church Booking Secretary in writing/telephone, or via the online booking system, of the intention to cancel the Agreement of Hire. On receipt of such notice St Chad's PCC reserves the right to make the following charges:

14 days notice of cancellation	-	Charge 50% of cancelled session
7 (or less) days notice of cancellation	-	Charge full cost of cancelled session

19b. Cancellation by St Chad's PCC

St Chad's PCC reserves the right to cancel any hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- (b) the Church PCC reasonably considering that
 - (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- (c) the premises becoming unfit for the use intended by the Hirer.
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

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

20. Beginning and End of Hire

The Hirer must book the required room/hall allowing sufficient time to set up and dismantle their event/class to avoid clashes with prior or subsequent events.

The Hirer must ensure that only the room(s) requested in the original agreement are used for their event. Any hirer found to be using a room that they have not agreed to hire will be charged double the hire rate for using that room. If the booking is a series of dates this will apply to all dates in the hire period. A period of 15 minutes either side of the booked period is

allowed, after which additional charges will be incurred.

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured with all interior and exterior lighting switched off, unless directed otherwise by the Church PCC and any contents temporarily removed from their usual positions properly replaced, otherwise the Church PCC shall be at liberty to make an additional charge entirely at its discretion. An additional charge may be made if the Hirer has not cleared the room in time for the next hirer to take their class.

21. 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. The Hirer shall, if using sound amplification equipment, comply with any other licensing condition for the premises and all music **is turned off no later than 11pm.**

22. Stored Equipment

The Church PCC accepts 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 (other than stored equipment) must be removed at the end of each hiring or fees, at the discretion of the Church PCC, will be charged for each day or part of a day of the hire fee per hiring until the same is removed.

The Church PCC may dispose of any items by sale or otherwise on such Terms and Conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same, at its discretion under any of the following circumstances, namely:

- (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) in respect of any other property brought onto the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring.

The Church reserves the right to have access to all storage areas.

23. Storage of Equipment by Regular Hirers

It is expected that regular hirers follow guidelines regarding the storage of the equipment they use for their regular classes. All cupboards used to store equipment must be accessible to the church PCC.

When the hire agreement between the Church PCC and the Hirer ceases then the Hirer must remove all equipment as soon as possible, preferably after their last session. If equipment is left on church premises the Hirer will be given one month to collect or it will be removed.

24. No Alterations

No alterations or additions may be made to the premises. Articles, decorations, placards or displays must not be attached to walls, other than by use of the picture notice boards and hooks provided free of charge, or to doors or curtains.

25. No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

26. Deposit

A deposit of £100 is required from all regular hall users. If part of the deposit used by St Chads PCC then as part of paying hall fees for the following term, the deposit must be topped up to £100. The deposit may be used for, but not limited to:

- a) Repeatedly exceeding the hours of hire
- b) Damage to the fabric of the building or its contents
- c) Leaving the building in an unfit state as decided upon by St Chads PCC
- d) To pay for the cost of removing stored equipment that has been left by a hall user

Information for Hirers

The procedure for entering and exiting the building will be explained to the Hirer on full payment of the hire fee.

The Fire Doors at the rear of the building are only to be used for escape during a fire not for normal entry, exit or unloading equipment. ***A £15 charge will be made in the case of any hirer breaking the security ties in a non-emergency.***

Emergency Contact Details during your hire period

If you see something that you believe is a criminal activity whilst hiring the church premises please contact the police immediately on 999.

Please use the following contact details if:

You have an emergency with the building, such as not being able to properly lock/unlock the building, or turn off lights, there is a water leak; or

For some reason you are not able to vacate the building in accordance with our Terms and Conditions (failure to do this may result in the loss of some or all of your deposit).

Churchwardens: 07896 266385
Vicar: 0121 329 2995

Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After midnight (unless the event is on New Year's Eve) only those helping to clear up the Church Hall should be on the premises.

The last person to leave the building

Our building can often have multiple users on site at any one time, as part of adhering to our Policy on exiting the building, if you are the last person to leave the building, you are responsible for making sure that all areas of the building that you have access to are locked properly and all the lights (including the car park lights and lights in the toilets) are switched off. If there is a reason why you are not able to do this, you must contact someone on the church contact list as given above under **Emergency Contacts Details during your hire period** and leave a message outlining the reason.

Special Conditions

Please take due note of the Special Conditions found later in this document.

Safety

Under current legislation, the entire building is covered by No Smoking Premises Regulations 2007, under which smoking is prohibited in any public building. Electronic Cigarettes are also subject to this prohibition in any part of the premises.

In the event of a fire, the Church Hall is to be evacuated in an orderly manner, using the appropriate exits. The Fire and Rescue Services must be called by dialling 999.

The Hirer is advised to ensure that they have a mobile phone available for emergency use.

The exact location of the fire exits and fire extinguishers must be noted before the Church Hall is occupied.

The location of, and the manner of opening the Fire Doors, should be made known to guests as well as the location of the Muster Point.

The Church Hall First Aid box is located in the Kitchen.

Heating

The heating controls are positioned on the wall as you enter the Hall from the hallway. Full instructions for operating the heating will be given by the Booking Secretary on the Hirers last visit before the booking.

CCTV

Please be aware that for the safety of all users of the site there is CCTV in operation 24 hours a day. For further information see our terms and conditions on the use of CCTV on our website

Car Parking

The public pavement or highway must not be obstructed. Please ensure that vehicles are parked within the white painted line.

Consideration for Local Residents

Please ask your guests to leave quietly at the close of your event so as not to disturb local residents.

Respect for other users

Please leave the Church Hall clean and tidy, and **take all waste items home for disposal.**

There are no refuse bins available on the premises.

In particular we ask that table tops are wiped clean before being stacked and stored.

Faults/Damage/Comments

Any faults or damage must be reported to the Booking Secretary as soon as possible so that such items can be rectified quickly.

The Church PCC welcomes comments and observations in order that they can consider any improvements for the facilities offered. These should be addressed to the Bookings Secretary.

Capacity and Supervision

The number of people shall not exceed 199 standing and 100 seated for the Main Hall and 20 seated in the Lounge.

All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies including attention to disabled persons, the location and use of fire

fighting equipment available, how to call the fire brigade and evacuation procedures.

Age

The Halls are not available for parties for persons between the ages of 16 and 25.

The Hirer, not being a person under 21 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions of the Premises License and/or the Operating Schedule relating to management and supervision of the premises are met.

Dangerous and Unsuitable Performances

Performances involving danger to the public, or of a sexually explicit nature, shall not be given.

Film Shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.