

## Conditions of Hire

### 1. Definitions

- a. **Parish Hall** The St Phillip & St James Church Hall also known as the St Philip & St James Church Community Hall for All.
- b. **Hirer** The person or persons who enter into a contract to use the Parish Hall.
- c. **PCC** The Parochial Church Council who are the owners of the Parish Hall.
- d. **Booking** The agreement between the hirer and the PCC for an agreed date and time that the hirer shall have use of the Parish Hall at an agreed rate of hire.
- e. **Deposit** A percentage of the hire charge paid at the time of making the booking to secure the hire.
- f. **Hire Charge** The full rate for hiring the Parish Hall.
- g. **Let or Letting** The period for which the Parish Hall has been booked and for which a hire charge has been paid.
- h. **Banking days** Normal working days when banks are open excluding weekends and bank holidays.
- i. **Forfeit** All monies paid by the hirer shall be retained by the PCC and no refunds given.

### 2. Terms and Conditions

3. These conditions apply to the hire of the Parish Hall from the Parochial Church Council (PCC) of St Philip & St James.
4. The hirer shall pay a deposit to secure the hire of the Parish Hall and pay the balance of the full hire charge promptly as specified on their booking form at least 14 calendar days prior to the event. If the booking is made less than 14 calendar days before the event the full hire charge must be paid to secure the booking. If payment by cheque is made the PCC reserves the right to cancel the booking without notice if the cheque is dishonoured on first presentation for payment to the bank. Where there are less than 5 banking days between the date of the booking and the date of the event cheques will not be accepted and the Hirer will be required to pay by cash or electronic payment transfer directly into the PCC bank account.
5. If the PCC do not receive full payment in their bank account by the date of the event the PCC will cancel the hire of the hall and any deposit paid by the Hirer will be forfeit.
6. The PCC reserves the right to cancel the booking if exceptional or unforeseen circumstances arise. In the event of the PCC cancelling the booking, the Hirer will be offered an alternative date for their booking. If this is not suitable the PCC will return the deposit and any Parish Hall hire charge paid. The PCC will not refund or compensate the Hirer for any losses they may have incurred as a result of the PCC cancelling the booking.
7. If the hirer wishes to cancel the booking and the PCC is unable to arrange a replacement booking, the PCC may at its absolute discretion refund the hire charge (less the deposit) but shall be under no obligation to do so.
8. The hirer shall, during the period of the booking, be responsible for the supervision and security of the premises, protection of the fabric and contents from damage, and for the behaviour of all persons using the hall. This responsibility extends to the behaviour of persons using the hall when outside the building, in respect to courtesy to neighbours by restricting noise and use of residential parking bays so as to avoid obstruction of the highway.
9. The hirer must either be in attendance at the event or nominate a responsible adult to be in attendance at all times. The name of the responsible adult must be given at the time of booking. The Hirer must particularly ensure adequate adult supervision of events for children and young persons under the age of eighteen.
10. The PCC will not permit the hire of the Parish Hall to proceed unless satisfied with the degree of adult supervision. If prior to or during the event the PCC decides that they are not satisfied that the supervision is adequate the PCC reserves the right to cancel the event and all deposits and hire charges shall be forfeit.
11. The hirer shall ensure that the rules governing the use of the premises are complied with. All rule tasks shall be completed within the period of hire; no hire will extend beyond 11 pm.
12. The hirer shall indemnify the PCC in respect of the cost of repair of any damage done to any part of the premises including the grounds thereof, or the contents of the building during or as a result of the letting and in respect of any liability to third parties or otherwise arising out of the use of the premises pursuant to the booking.
13. The hirer shall be responsible for making adequate arrangements to insure against any third party claims which may lay against the hirer or his/her organisation whilst using the premises. The PCC reserves the right to inspect insurance documentation in advance of a booking commencing

14. The hirer shall be responsible for the observance of all regulations affecting the premises imposed by the Licensing Justices, the Fire Authority, Local Authority or otherwise. Because the hall is in a residential area, noise must be kept at a reasonable volume, and complaints of nuisance will restrict the hirer's use of the premises on that and future occasions.
15. The hirer is required to note that the building to the front of the hall is a elderly persons residential home and is advised to take reasonable steps such as to keep windows and doors on this side shut when using a disco to minimise the noise disruption to the elderly people.
16. The hirer shall be responsible for obtaining any local authority or other licenses necessary in connection with the booking; other than those already held by the PCC (available on request). In the event of the hirer's failure to obtain any requisite licence or to comply with its terms then the hirer shall indemnify the PCC against all and any liability arising in respect of any breaches by them or anyone attending their function.
17. The hirer shall, if selling goods on the premises, comply with all relevant fair trading laws and any local codes of practice issued in connection with such sales. The sale of food is not permitted, other than in specific circumstances and with the prior consent of the PCC.
18. The hirer shall not sub-let or use the premises for any un-lawful purpose or in any un-lawful way or do anything or bring on to the premises anything which may endanger the premises or their users, or any insurance policies relating thereto.
19. The hirer acknowledges that no tenancy is intended to be created between the PCC and the hirer and no relationship of landlord and tenant exists between them.
20. The hirer acknowledges that the hire rate shall be regularly reviewed at the discretion of the PCC.

### **The following rules apply to everyone hiring the church hall**

- Smoking is not permitted anywhere within the premises.
- No indoor fireworks or 'dry ice' may be used anywhere within the premises.
- Ball games are not permitted anywhere within the premises.
- Decorations and publicity material must not be fixed to the walls or ceiling. This includes the use of blu-tack, sticky tape, glue, drawing pins, or similar. The PCC has provided notice boards on the walls between the windows to which decorations can be fixed. Part decorations must not be fixed to the suspended ceiling.
- Food scraps, cooking oils or fats must not be put down the sink.
- Fire exits must not be obstructed.
- If you or anyone attending your event brings onto the premises and uses any electrical equipment then you are responsible for ensuring that it is safe to use and that it complies with all relevant legislation. By making a booking you agree to indemnify us against all and any losses arising from the use of defective equipment or from the negligent use of any equipment.
- All breakages and damage to the fabric of the building, fixtures, fittings and equipment must be reported to the Hall Manager as soon as is practicable and paid for in full.
- The tables must be cleaned after use and stacked in the cupboard at the back of the hall.
- The chairs must be cleaned after use and stacked neatly in the cupboard at the back of the hall.
- The hall, kitchen, toilets and lobby area must be left clean and tidy. A vacuum cleaner, broom, dustpan & brush, cloths and cleaning materials are provided.
- All spills on the wooden floor must be mopped up immediately with clean kitchen roll. Do not wash the wooden floor or use any cleaning products on it.
- Before departure the water heater in the kitchen must be turned down, the hot water boiler turned off, the gas cooker hob and water taps turned off, and all lights switched off. The lights in the unisex WC are on a time switch and will turn off automatically.
- The building must be secured by locking all windows and doors when you depart.
- On leaving the building the burglar alarm should be reset.
- Remove all rubbish from the premises on departure.

#### **Damage**

The hirer is liable for damage to the premises or any of the facilities and equipment, as well as any extra cleaning which may be needed because of the state of the facilities after your function. These amounts will be deducted from your deposit. If the premises and facilities are left in good condition, then the deposit will be refunded in full no later than 14 calendar days after your function. If deductions are made we shall advise you of these within 7 calendar days after your function. Unless we advise you to the contrary in writing, we shall give you written details of such deductions and refund any balance of your deposit, or, if such charges exceed your deposit, we shall invoice for the excess no later than 28 calendar days after your function.

#### **Access to the building**

Hire charges include the cost of someone opening and locking up the premises. A person will be present at the start of your function to open up the hall and to give any necessary instructions to the responsible person.

A person will also attend at the end of your function both to ensure that the facility is left as it was found and to lock up.

**Set up and Clearing Away Time**

The hirer must ensure that the period for which the premises are booked includes adequate time to set up the facilities for the event and to clean and clear up afterwards. If the facilities booked are not vacated at the end of the period for which they have been booked then we shall charge for the additional time at the current hourly rates. Part of an hour will be charged as a full hour. We suggest that the period of hire should include at least half an hour for cleaning and clearing up after the end of your event.

**Use of the Kitchen**

Use of the kitchen is included in the hire charge. This includes use of the kitchen for making refreshments such as tea, coffee and squash. We do not provide items such as tea, coffee, sugar, milk, squash or biscuits – these must be provided by the hirer.

**Conduct**

The Hall is the property of the parish church, and is set on church grounds. While we make every effort to allow free use of the venue, activities in the hall should be wholesome and build up the life and wellbeing of the community, we respectfully ask that conduct and behaviour is commensurate with the setting. The PCC reserves the right to not accept a booking that is considered to be inappropriate.

**Cancellation**

If a booking is cancelled by the hirer the deposit is forfeit. If the booking is cancelled less than 14 calendar days before the event the full hire charge is still payable and will be charged.

<b>Agreement</b>
I have read and accept these Terms and Conditions of Hire.
Signature of hirer
Date