



## ST MARY'S CHURCH HALL TERMS AND CONDITIONS OF HIRE 2025

In these terms and conditions the words and expressions used have the following meanings;

'The Booking Form' means the form so described and issued from time to time by the Owner,

'Temporary Event Notice (TEN)' means a licence granted by a licensing authority permitting the sale of alcohol on the premises,

'The Hirer' means the person or persons using the Church Hall in accordance with an agreement for hire,

'The Hire Fee' means the sum specified as a fee in the Booking Form,

'The Owner' means the St Mary's Parochial Church Council (PCC),

'The Premises' means that part of the Church Hall which is the subject of the hire agreement.

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### 1. Hire Agreement and Terms and Conditions

In consideration of the Hire Fee the Owner agrees to permit the Hirer to use the Premises for the purposes and the period described in the Booking Form. The contract of hire commences on receipt by the Owner of a Booking Form signed by the Hirer, together with the payment of any applicable fee and deposit and is governed by these terms and conditions. The Booking Form and these Terms and Conditions constitute the entire agreement between the Owner and the Hirer and no variation shall apply unless specifically agreed in writing.

The contract of hire confers a permission to use the premises, but confers no tenancy or right of occupation on the Hirer.

### 2. Hire Fees and Deposit

Where the Hirer makes a repeat booking, the applicable fee is invoiced termly in advance and is payable on receipt of invoice.

Where the booking is made for a single occasion, the Hirer shall pay the Hire Fee and damage and cleaning deposit at the time of booking in order to secure the venue. The deposit shall be refunded by the Owner within 28 days of termination of the period of hire, provided that no damage or loss has been caused to the Premises or its fixtures and fittings or other contents, or that no complaint has been made to the Owner about noise or other disturbance or nuisance occurring during the period of hire, and attributable to the hiring.

The deposit is £200, except in the case of large parties, wedding receptions and evening functions where the deposit required shall be £400.

For all bookings, a cancellation which is made with at least one month's notice shall entail the return of the Hire Fee and any deposit. The Owner shall retain the Hire Fee in any case

where a cancellation is made with less than one month's notice. In all cases of cancellation, the deposit shall be returned.

The Owner reserves the right to terminate the contract of hire;

- (i) on written notice to the Hirer in the event that the Premises are required for the purposes of St Mary's Church,
- (ii) in any case where the Hirer fails to comply with the terms and conditions of the contract of hire.

### 3. Use of the Premises

The Hirer, being an individual of at least 18 years of age, or in the case of a corporate body its responsible officer, shall be on the Premises at all times during the period of hire and when the public are present, and shall be responsible for ensuring that all conditions relating to the management and supervision of the premises are met.

Without prejudice to the above, the Hirer shall be responsible for;

- (i) proper supervision of the Premises,
- (ii) care of the Premises including preserving them from harm or damage,
- (iii) the behaviour of all persons on the Premises, including their compliance with the law,
- (iv) ensuring that nothing is done on or in relation to the Premises which might contravene the law relating to betting, gaming and lotteries,
- (iv) proper supervision of any car parking arrangements,
- (v) ensuring, in the case of activities involving children under the age of eight years, that relevant child protection legislation is complied with, and for providing the Owner on request a copy of the Hirer's child protection policy and any relevant DBS checks,
- (vi) ensuring that the maximum number of persons, including performers, is not exceeded either in respect of the large hall (200 standing, 100 seated) or the smaller hall (80 standing, 45 seated).

The Hirer may not;

- (vi) use any part of St. Mary's Church Hall which is not the subject of the hire agreement,
- (vii) use the Premises for any unlawful or improper purpose, or commit any unlawful act thereon,
- (viii) do anything or bring onto the Premises anything which may endanger the Premises or render any relevant insurance policy invalid,
- (ix) make any alteration or addition, or affix any fixture to the Premises without the consent of the Owner, and any such consent may require the Hirer to make good any damage occasioned by its removal,

- (x) allow the consumption of alcohol without prior written permission of the Owner, or permit the sale of alcohol on the Premises without first obtaining a Temporary Event Notice,
- (xi) sublet or otherwise part with possession of the Premises.

#### 4. Insurance and Indemnity

The Hirer shall be responsible for;

- (i) the cost of any repair occasioned by any damage (including deliberate or accidental damage done to any part of the Premises including the curtilage thereof and any contents of the Premises,
- (ii) all claims made against, or losses, damages and costs incurred by, the Owner, its employees, volunteers, agents or invitees in respect of damage, loss or injury sustained, or any nuisance suffered by any third party, as a result of use of the Premises by the Hirer.

#### 5. Public safety, nuisance, health and hygiene, compliance with law and regulations

The Hirer shall comply with all conditions and regulations made in respect of St Mary's Hall by the local authority, any licensing authority and in any relevant fire risk assessment.

##### *Fire and accidents*

In advance of any activity, the Hirer shall ensure that;

- (i) all fire exits are unlocked and in good working order,
- (ii) all escape routes are free of any obstruction and may safely be used for a speedy exit by all those on the Premises,
- (iii) no fire door is wedged open,
- (iv) exit signs are illuminated,
- (v) no obvious fire hazards are on the Premises.

The Fire Service shall be called in the event of any fire, however slight, and a report made to the Owner. The Hirer shall ensure that the Premises are evacuated in an orderly manner using the appropriate exits. The Fire Assembly Point is situated in the car park beyond the hall towards to playing fields.

In the event of failure of any equipment belonging to the Owner, or brought to the Premises, the Hirer shall report the same to the Owner as soon as possible. The Hirer must report any accident befalling a member of the public to the Owner as soon as possible [and complete the relevant section in the Accident Book]. The Accident Book can be found next to the kitchenette.

The Hirer shall ensure that;

(vi) no flammable substance is brought onto, or used in, the Premises and that no internal decorations of a combustible nature (such as polystyrene or cotton wool) are used or affixed without the consent of the Owner,

(vii) no decoration is placed near any light fitting,

(viii) no naked flame (other than candles used as part of a celebration such as candles on a cake) is lit at any time,

(ix) no electrical appliance is brought onto the Premises unless it is safe and in good working order and is used in a safe manner in accordance with the Electricity at Work Regulations 1989 (SI 1989/635) or any applicable subsequent Regulations.

A First Aid box is held in the kitchen and a defibrillator is situated in the entrance lobby.

### *Smoking*

A no smoking policy applies in respect of St. Mary's Church Hall. The Hirer shall ensure that:

(ix) every person on the Premises complies with the prohibition on smoking in public places of the Health Act 2006 and regulations made thereunder, and that any person not complying with the prohibition be asked to leave the Premises forthwith,

(x) any person wishing to smoke does so outside the building and disposes of any cigarette ends matches etc. in a responsible manner so as not to cause a fire or leave litter.

### *Nuisance and disorderly behaviour*

The Hirer shall ensure that;

(xi) the minimum of noise is made on arrival and departure,

(xii) any licensing condition is complied with wherever sound amplification equipment is used,

(xiii) all doors and windows are closed after 10pm,

(xiv) all music is turned off after 11pm.

The Hirer shall take care to prevent the excessive consumption of alcohol. No illegal drugs are to be brought onto the Premises and no drunk and disorderly behaviour is permitted anywhere on the Premises or the immediate vicinity.

The Hirer undertakes to ask any person who is drunk, or under influence of drugs, or who is behaving in a violent or disorderly manner, to leave the Premises and its immediate vicinity forthwith in accordance with the Licensing Act 2003.

### *Health and hygiene*

In any case where food is prepared served or sold on the Premises the Hirer shall ensure that all relevant statutory or regulatory food hygiene and safety standards are met. The Hirer shall ensure, in particular, that dairy products, meat and vegetables on the Premises are kept refrigerated and stored in accordance with the Food Safety (Temperature Control) Regulations 1995 (SI 1995/2200).

The Hirer shall also ensure that no animal of any description is allowed to enter the kitchen at any time.

*Compliance with law and regulations*

The Owner holds a licence with the Performance Rights Society for the public performance of copyright works and a Phonographic Performance Licence (PPL) for the public performance of sound recordings<sup>1</sup>, but it remains the responsibility of the Hirer to ensure that any activity carried on by the Hirer is both lawful and within the scope of any relevant permissions or licences.

6. Termination of hire

At the end of the period of hire, the Hirer shall ensure that;

- (i) the Premises and surrounding areas are left in a clean and tidy condition,
- (ii) any rubbish is removed and placed in the appropriate bins (blue for recyclable material, large black for other rubbish, or taken away. No refuse of any kind may be left outside a bin at anytime.
- (iii) any helium canisters are taken away,
- (iv) all table tops are wiped and floors vacuumed, with tables stowed in the cupboard in large hall,
- (v) any items removed from their original place are restored in position,
- (vi) all lights are switched off, with doors and windows closed and locked, unless otherwise directed by the Owner,
- (vii) contents of fridge belonging to Hirer are removed,
- (viii) the Premises are vacated at the end of the period of hire and in any event no later than midnight.

The Hirer acknowledges that a failure to comply with any of the conditions above may result in the forfeiture of the deposit, and the imposition of a supplementary charge.

I have read and understood these terms and conditions and acknowledge that any failure to adhere to them may result in the deposit being withheld by the Owner.

Signed

Date

Date of event or hire of Premises

**Please supply below your bank details for return of your damage deposit (to be returned after the event assuming the hall was left clean and tidy and there was no damage)**

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**Please ensure the details supplied below are as per your bank account. We need exact details for our bank to accept payment.**

Account Name .....

Sort Code .....

Account Number .....