



## St Mary's Church Hall Terms and Conditions of Hire

In consideration of the hire fee described in the invoice, the Church Hall agrees to permit the Hirer to use the premises described for the purpose for the agreed period(s) as per the signed booking form.

### **Hire Fees and Cancellation Charges**

#### **Repeat bookings :**

Regular bookings will be invoiced termly in advance. Payment must be made on receipt of the invoice.

#### **One off hires :**

The Hirer shall pay the hire fee and damage and cleaning deposit at the time of booking in order to secure the venue. The damage waiver of £200 will be refunded within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents, nor complaints made to the Church Hall about noise or other disturbance during the period of the hiring as a result of the hiring. Large parties, weddings and evening functions will require a deposit of £400. It is the responsibility of the hirer to request the return of the damage deposit.

#### **Cancellations : All bookings**

Cancellation more than one month in advance, the Hall hire will be refunded in full. Cancellations less than one month in advance will result in the full amount being retained. Damage/Cleaning deposits will be refunded in both cases.

The Church Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of the Hall not being available as Church business takes priority.

**The Management Committee reserves the right to cancel any booking in the event of the hirer failing to comply with the terms and conditions contained in this document.**

The Hall has a licence with the Performing Right Society for the performance of copyright music and from Phonographic Performance Licence (PPL).

In order to hold a licensable activity such as the sale of alcohol on the premises a Temporary Event Notice (TEN) will need to be given by ~~to~~ the licensing authority.

### **Privacy Statement**

St Mary's Church Hall will be what's known as the 'Controller' of the personal data you provide to us. We only collect basic personal data about you which does not include any special types of information. This does however include name, address, email, phone number and potential Bank Account Details.

### **Why we need your data**

We need to know your basic personal data in order to provide you with on-going organisational updates and funding information and analysis services in line with this overall contract. We will not collect any personal data from you we do not need in order to provide and oversee this service to you.

### **What we do with your personal data**

All the personal data we process is processed our office staff. No 3<sup>rd</sup> parties have access to your personal data unless the law allows them to do so.

### **How long we keep your data**

We are required under UK law to keep your personal data (name, address, contact details) for a minimum of 6 years after which time it will be destroyed. Your information we use for marketing purposes will be kept with us until you notify us that you no longer wish to receive the information.

### **What are your rights**

If at any point you believe the information we process on you is incorrect you can request to see this information and have it corrected or deleted.

### **Standard conditions of hire**

These standard conditions apply to all hiring of the Church Hall and a copy should be given to all Hirers. If the Hirer is in any doubt as to the meaning of the following, the Parish Administrator should immediately be consulted.

### **Age**

The hirer, not being a person under 18 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, under this Agreement, relating to the management and supervision of the premises are met.

### **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 person using the premises whatever their capacity. The hirer shall only use the space for which they have paid rental and is not permitted to use any other part if the building. Proper supervision of car parking arrangements are to be followed to avoid obstruction. As directed by the Parish Administrator, 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.

### **Use of premises**

The Hirer shall not use the premises (including the car park if any) for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way not do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers.

Main Hall :                    200 standing, 120 seated  
Café area:                    80 standing, 45 seated

**The Hall must be vacated by Midnight.**

### **Insurance and indemnity**

The Hirer shall be liable for :

1. The cost of repair or any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises.
2. All claims, losses, damages and costs made against or incurred by the Church, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to person arising as a result of the use of the premises by the Hirer.
3. All claims, losses, damages and costs made against or incurred by the Church, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

### **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.

### **Safeguarding and Childcare Act 2006**

The Hirer shall ensure that any activities for children under eight years old comply with the provisions of the Childcare Act 2006 and only fit and proper persons who have passed the appropriate DBS checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Church with a copy of their DBS checks and Child Protection Policy on request.

### **Public Safety compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Parish Administrator.

In advance of any activity whether regulated entertainment or not the Hirer shall check the following items :

- That all fire exits are unlocked and in good working order
- That all escape routes are free of obstruction and can be safely used for instant free public exit
- That any fire doors are not wedged open

- That exit signs are illuminated
- That there are no obvious fire hazards on the premises

### **Noise**

The Hirer shall ensure that the minimum 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 licensing condition on the premises. All doors and windows to be closed after 10pm and the music turned off at 11pm.

### **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. No illegal drugs may be bought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. 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 in accordance with the Licensing Act 2003.

### **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.

### **Electrical appliance safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, and in good working order, and used in a safe manner in accordance with the Electricity at Work regulations 1989.

### **Accidents and dangerous occurrences**

Any failure of equipment belonging to the Church or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public, to the Parish Office as soon as possible and complete the relevant section in the Accident Book (found in the compartment between the Mens and Ladies Toilets).

### **Explosives and flammable substances**

The hirer shall ensure :

1. Highly flammable substances are not brought onto, or used in any part of the premises and that no internal decorations of a combustible nature (eg polystyrene, cotton wool) shall be erected without the consent of the Church. No decorations are to be put up near light fittings. Naked flames are not permitted at any time. 'Naked flames' does not include candles used as part of a celebration (eg birthday candles on a cake).
2. Smoking – the Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provision of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc in a tidy and responsible manner, so as not to cause fire.

### **Animals**

No animals whatsoever are to enter the kitchen at any time.

### **End of hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, including removing all rubbish, sweeping, hoovering and/or mopping floors as required and cleaning kitchen work surfaces etc. All lights must be switched off, windows and doors closed and the Hall must be properly locked and secured unless directed otherwise. Any contents removed from their usual positions shall be properly replaced, otherwise the Church shall be at liberty to make an additional charge.

### **No alterations**

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without prior consent of the Parish Administrator. **Items may ONLY be attached to the wall on the painted wooden bar fixed on the back wall.** Nothing is to be stuck or pinned anywhere else in the hall. Failure to comply may result in your entire deposit being withheld. Any alteration, fixture or fitting or attachment must be removed at the end of hire and the hirer shall make good to the satisfaction of the Church any damage caused to the premises by such removal.

### **No rights**

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

### **Safety**

The Church Hall has a No Smoking policy

In the event of a fire, the Church Hall should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999.

The fire assembly point is located in the gravel car park to the West of the building.

The first aid box is located in the kitchen. A defibrillator is located in the entrance lobby.

### **Consideration for others**

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud talk in the car park are disturbing to local residents.

### **Other**

Please do not use drawing pins, blue tac or cellotape on the walls or other surfaces except on the wooden painted bar fixed on the back wall behind the projector screen. Failure to adhere to this may result in your entire deposit being withheld.

Do not fit decorations near light fittings.

Please leave the Church Hall clean and tidy and leave waste in the bins outside or take it home. If the bins are full then you are required to take all your refuse home. Please do not leave it on the decking in the bin area. Please adhere to the specific bins when disposing of refuse. The blue topped bin is recycling only, the smaller green tipped bin and the large roll lid bin are for general refuse. Please do not put anything other than recycling in the blue topped bin. Failure to adhere to this may result in your entire deposit being withheld. In particular we ask you to wipe all table tops and floors must be hoovered and mopped. Helium canisters must be taken home. Please do not leave anything in the fridge or freezer nor take anything belonging to St Mary's home with you.

I have read and understood these terms and conditions. I understand that failure to adhere to them may result in my deposit being withheld.

Signed ..... Date .....

Date of event/hall hire .....

**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)**

**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 .....