

CHURCH CENTRE STANDARD CONDITIONS OF HIRE

(N.B. These conditions are based on the model hiring agreement drawn up by "Action with Communities in Rural England (ACRE) and approved by the Charities Commission)

These standard conditions apply to all hirings of the Church Centre. If the hirer is in any doubt as to the meaning of the following, the Bookings Secretary should immediately be consulted.

1. Accommodation

The areas available for hire along with the maximum number of people permitted are:

- (a) The Main Hall (max 140 standing/seated, 120 at tables)
- (b) Room 1 (max 30 standing/seated, 20 at tables)
- (c) Room 2 (max 8)
- (d) The Kitchen may be hired for use in conjunction with any of the above areas and a limited amount of crockery and cutlery is available for use.
- (e) There is a small private car park available adjacent to the public car park entered from Bury Lane. Cars are left at the owners' risk.
- (f) Access to the building is via the front doors only. Fire exits are for emergencies only.

2. Applications

All applications for the use of any part of St Mary's Church Centre must be made on the prescribed form to the Church Centre Bookings Secretary by email or post. Note: A booking cannot be confirmed until a booking form and payment has been received. Provisional telephone bookings will be held for two weeks only.

3. Timings

- (a) Rooms are unavailable prior to the agreed time as stated on the booking form.
- (b) A minimum of 15 minutes must be included before the meeting start time to allow for arrival of the attendees.
- (c) If set-up is required, a minimum of 30 minutes must be allowed before the meeting start time to allow for the room to be prepared. This should be included in the time booked.
- (d) If set-up is required then a minimum of 15 minutes must be allowed after the meeting to ensure take-down is completed prior to the next booking.
- (e) All events must be completed by 11.00 pm. Clearing up after event must be completed by midnight and the building vacated and locked.

4. 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 the ensuring that all conditions, under this Agreement, relating to the management and supervision of the premises are met.

5. Supervision

The Hirer shall, during the period of the hiring, be responsible for the supervision of the premises, the fabric and the contents; their care and safety from damage however slight. They shall also be responsible for 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. As directed by the Church Centre 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.

6. Use of premises

The Hirer shall not use the premises 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 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 nor allow the consumption of alcohol thereon without written permission.

7. 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.

8. Licensable activities

The Hirer is to ensure that licenses are held for any licensable activity that is to take place. A performing Rights Society License is to be held if copyright music is played in any form, be it record, compact disc, tapes, radio or by performers in person. Any regulated activity under the Licensing Act 2003, in particular the sale of alcohol (even if included in the price of entrance to the event) is to be licensed by a Temporary Events Notice obtainable from TRDC.

9. 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, the Centre'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 hirer shall also comply with the hall's health and safety policy.

- (a) The Hirer acknowledges that they have acquainted themselves in the following matters:
 - The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Centre.
 - The location and use of fire equipment.
 - Escape routes and the need to keep them clear.
 - Method of operation of escape door fastenings.
 - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- (b) In advance of an entertainment or play the Hirer shall check the following items:
 - That all fire exits are unlocked and panic bolts 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 the premises.

10. Means of escape

- (a) All means of exit 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 (if not operated by an automatic mains failure switching device).

11. 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 management committee.

12. Health and hygiene

- (a) 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.
- (b) Cleanliness. The Hirer is responsible for leaving the facilities in a clean and tidy condition at the end of use, having replaced all furniture that has been moved. All rubbish must be removed from the Centre by the Hirer. A large "wheelie bin" is located at the eastern end of the building for general rubbish. However Hirers are responsible for removing all surplus goods from the premises including any empty bottles and jars. The wheelie bin is not to be used for this purpose. If children's paints or similar materials are used the Hirer must ensure that all surfaces are left in a clean condition at the end of the hire.
- (c) If the Kitchen is used the Hirer is expected to wash up any crockery etc used and to provide their own tea towels.
- (d) Unconsumed food. The Hirer is responsible for the disposal of all left over food and should provide their own black bin liners. No food is to be left in the kitchen bins.
- (e) Any additional cleaning that is required as the result of a hiring will be charged to the Hirer.

13. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner 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.

14. Insurance and indemnity

The Church Centre Management Committee holds Public Liability Insurance against its own negligence. However the hirer must ensure that they hold adequate insurance cover as they shall be liable for:

- (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
- (b) all claims, losses, damages and costs made against or incurred by the Church Centre management committee, their employees, volunteers, agents or invitees 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
- (c) all claims, losses, damages and costs made against or incurred by the Church Centre management committee, 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, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Church Centre management committee and the Church Centre's employees, volunteers, agents and invitees against such liabilities.

15. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to a member of the Church Centre management committee as soon as possible and complete the relevant section in the Centre's accident book. Any failure of equipment belonging to the Centre 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 Incident Contact Centre. The Centre Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

- Telephone: 0845 3009923
- Facsimile: 0845 3009924

- Website: www.riddor.gov.uk or via the HSE website www.hse.gov.uk .
- Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

16. Explosives and flammable substances

The hirer shall ensure that:

- Highly flammable substances are not brought into, or used in any part of the premises
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Church Centre Management Committee. No decorations are to be put up near light fittings or heaters.

17. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Church Centre Management Committee.

18. 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. (Any sale of alcohol will require a license from TRDC) 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.

19. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Church Centre Management Committee. No animals whatsoever are to enter the kitchen at any time.

20. Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks and comply with ISA requirements 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 Centre management committee with a copy of their DBS check and Child Protection Policy on request.

21. 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 the Centre's management committee 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.

22. 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.

23. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licenses for showing the film.

24. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Church Centre is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be in accordance with the following charges:

- All bookings cancelled within one week of the booking date will be subject to 100% charge.
- All bookings cancelled within two weeks of the booking date will be subject to 50% charge
- All bookings cancelled with at least two weeks notice will not be subject to charge.

The Church Centre reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- the Church Centre management committee reasonably considering that
 - such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
 - unlawful or unsuitable activities will take place at the premises as a result of this hiring
- the premises becoming unfit for the use intended by the Hirer
- 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 deposit already paid, but the Centre shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

- (e) If the Centre is required for Church use this takes precedence over any other booking. In the event that the Centre is required, every effort will be made to notify the Hirer well in advance. Church liability will be limited to the refund of any monies paid for that hiring.

25. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Centre shall be at liberty to make an additional charge.

26. 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, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

27. Stored equipment

The Centre 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 will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Centre may, use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Church Centre management committee disposing of any such 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.

28. 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 the prior written approval of the Hall Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Centre remain in the premises at the end of the hiring. It will become the property of the Centre unless removed by the hirer who must make good to the satisfaction of the Management Committee if any damage caused to the premises by such removal.

29. No rights

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

30. Dangerous and unsuitable performances

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

31. Smoking

The Church Centre is a no smoking area. The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises.