

## **Hire Agreement for use of the St Stephen's church hall by third parties**

### **General and legal requirements**

This agreement is issued by the Hall booking officer or Warden on behalf of St Stephen's Parochial Church Council (The PCC) and reviewed annually or more frequently as circumstances/law determine. Dated - 19<sup>th</sup> July 2021v2

The 'hall' referred to in this agreement includes the building internal and external and associated premises, grounds and land owned by the PCC.

The hirer (signatory below) confirms that they have read and understood the terms of this agreement and agrees to indemnify the PCC against all claims, demands, actions, proceedings, damages, costs and expenses arising out of any non-compliance. In signing this agreement, they are duly authorised by the organisation they represent in terms of hire.

The hirer agrees that the hall is to be used only for the purposes outlined on the booking form and in accordance with the law. No representation has been made or warranty given of the suitability of the hall or any of its equipment for the purpose for which it has been booked.

The PCC accepts no responsibility for loss or damage which a hirer might suffer whilst using the hall.

Save for ensuring the return of any deposit the PCC will not be liable if, for any reason, out of its control (including any fault in or disrepair to, the hall or its equipment) the hall is not usable on the booked dates.

The hall is only available to the hirer within the start and end times of the booking and must be vacated promptly or penalty charges may be applied.

Alcohol cannot be sold in the hall, unless sold lawfully in accordance with a relevant licence obtained by, and the responsibility of, the hirer.

The hirer must comply with any legal requirement concerning music, singing and dancing licences, theatre licences and copyright. The hirer shall be fully responsible for obtaining such licences or any other permission required, always providing that no such application shall be made without the prior approval of the PCC.

The settings of any heating controls or timer devices within the hall must not be changed or tampered with.

The maximum number the hall can accommodate is 120 persons and this number must not be exceeded.

The hirer is responsible for ensuring that a responsible adult (s) is present and able to supervise at all times during the time the premises is hired and to take responsibility for orderly behaviour of all users.

### **COVID-19 provisions**

The hall is used each day during the week by Bridge House nursery pre-and after school clubs. It is given a deep clean each Saturday. Given on-going concerns about COVID we advise that hall users make use of the hand sanitisers provided on entry and exit to and you the wipes and cleaning materials provided to sanitise frequently touched areas such as door knobs and toilets.

Although not a legal requirement, we ask that hall users exercise responsibility within, with face coverings and social distancing and request that users scan in the QR code on the door for the purposes of test and trace.

Please inform the Hall booking officer (Lynda Corser) or a Church warden (Ann Philips) if any user is notified as needing to self-isolate.

**Under no circumstances do we permit entry to the church hall by anyone displaying symptoms of COVID 19, or tested positive or been asked to self-isolate.**

### **Health and safety and Insurance and accidents**

Whilst the PCC will take reasonable steps to ensure the premises are safe to use, it is the responsibility of the hirer to ensure the safe conduct of their activity during the period of the hire, including the presence of a suitably qualified first aider if necessary. A first Aid box is located on the upper shelf in the kitchen.

The hirer is responsible for public liability insurance in relation to their activities in and use of the hall. Hirers are reminded that they are personally responsible for any accident or injury which occurs in use of the hall and associated premises. Please ensure adequate insurance, particularly in relation to any hired equipment or other services that are part of your session. Notices by our power outlet sockets remind hirers and users of their responsibility to ensure that electrical appliances used in the socket are safe. It is the responsibility of the hirer to assess that the premises are safe and appropriate for the purpose for which it is intended to be used.

All entrances and exits to the hall must be kept clear at all times.

The hirer is not permitted to bring in supplementary heating appliances.

There is no telephone in the hall, therefore the hirer must ensure that he/she has access to a mobile phone in case of emergencies.

Hirers are required to complete details of any accident or incident during their occupation of the premises which did or could give rise to injury. This should be done immediately after the incident has occurred (before the premises are vacated after the session) and also drawn to the attention of the Hall booking officer (Lynda Corser) immediately and in any event within 24 hours. The Accident/incident book is kept on the shelf in the hall kitchen by the first aid kit.

Details to be recorded are on the accident report form and accompanying witness statement form. name address, phone number of person(s) injured, exact time and place of occurrence, detailed description of accident or incident including a description of apparatus or equipment involved, name, address and phone number of any witness(es) to the accident or incident, these should be signed.

Any apparatus or equipment involved in an accident or incident must be retained for inspection.

Hirers are required to make themselves aware of the location of fire extinguishers and alarms. The hirer is responsible for emergency evacuation procedures and must read those displayed and be clear on what to do in the event of an emergency.

Hirers are responsible for the safe storage and preparation of food and drink (including the use of kettles and other kitchen based appliances). Hirers are requested to note and apply the guidance on display about safe food preparation, hand hygiene and the cleaning of surfaces. The PCC is not responsible for nor accepts liability in relation to, any foodstuff prepared on/off the premises that is consumed/brought/sold or otherwise related to the activities of the hirer or others at the event. Hirers are requested to bring their own tea towels if washing up/drying up is necessary as part of the use of the facilities.

No smoking is permitted within the hall or surrounding area (including toilets).

No ball games are allowed in the hall.

### **Safeguarding**

The church operates within the principles and policy of the document 'A Safer Church' (poster and policy on display on the noticeboard in the hall). We expect those using the hall to comply with its principles and practice in relation to children and vulnerable adults. Any safeguarding concerns should be reported to those contacts outlined on the poster. If groups using the hall operate within their own child/vulnerable adults protection policy this should be made available to the Hall booking officer (Lynda Corser).

Events for persons under 18 years of age must at all times be properly supervised by an adequate number of responsible adults in accordance with the law.

**Damage to hall or equipment**

It is important that the hirer is aware of the condition of the hall prior to making a booking. We reserve the right to charge a deposit at the point of taking your booking and this will be returned in full should no damage occur (as judged by the Hall booking officer (Lynda Corser) or a Church warden (Ann Philips).

The hirer is responsible for maintaining the condition of the hall and any equipment used during the hiring session. The hirer will be charged for any damage at a rate determined by the cost of making good by a Church warden (Ann Philips).

The sticking of anything, including decorations, to the fabric in any way which removes paint is forbidden.

Due to the hall windows use of hard balls or similar items that when thrown or kicked can cause damage is not permitted.

**Noise**

St Stephen’s church hall is sited near occupied residential property so Please consider local residents when entering or leaving the premises. Please do not shout, or slam car doors, especially after 10pm.

When playing music do not have it at a volume that can be heard outside or cause damage to the hearing of those within the hall.

**Handing the hall back**

At the end of the hire session Please:

- Inspect the rooms you have used and keep them clean and tidy and free of rubbish.
- You may leave one sack of rubbish placed in the outside bin. Leaving rubbish attracts vermin so please dispose of any additional rubbish by taking it away with you and disposing of it safely and in line with the usual appropriate considerations for the environment.
- Sweep up the floor if necessary with the equipment provided.
- Ensure all chairs are stacked safely and neatly.
- Check the rooms for intruders and ensure all doors and windows are secured and lights turned off.
- Record and report any accident or incidents that have occurred. Including any damage or breakages.

The hall booking officer (Lynda Corser) or a representative will meet you at the hall at the time you have requested to hire it from and will be there to close at the time booked. Please do not leave the hall unattended. If you finish earlier than expected, then please ring Lynda to arrange to hand it back.

**Compliance**

Failure by the hirer to comply with any or all of these terms, whether intentionally or not, may be deemed by the PCC(or nominee) to be just cause for immediate termination of the booking and may result in forfeiture of any deposit paid. Please return signed by email to [lyndacorser58@gmail.com](mailto:lyndacorser58@gmail.com)

I have read, understood and accept these terms of conditions of Hall hire

Name.....

Address.....

Phone/email.....

Signature on behalf of the organisation .....

Date.....