

ST MARY'S CHURCH HOUSE HALL

Conditions of Hire for All Users

Version May 2021

Applicable Special Conditions of Hire must be read in conjunction with this document.

CONTACT NUMBERS

Hall Booking Secretary: Monty Crook 01308 423 442 / 07835 183 367
Key Holder: Steve Bartlett 01308 456 138
Caretaker/ deputy key holder: Ben Holland 01308 420 861 / 07811 915 254

KEY COLLECTION: *please ring the Key Holder (Steve or, in his absence, Ben) about 3 days prior to your event, to make arrangements to be shown around hall and for pickup & return keys.*

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If the Hirer is in any doubt as to the meaning of any of the terms of hire, please consult the Bookings Secretary for clarification. For help with anything on the day of your event, there is a list of main contacts on the noticeboards both outside and inside the hall.

The Hirer should retain this copy of Conditions of Hire and the (Covid) Special Hire Conditions together with their signed copy of the Booking Form for future reference. During the pandemic the Special Conditions of Hire take precedence.

1. **Hall Hire.** The applicable rate per hour or part thereof is shown on the signed Hall booking form. The hours booked **MUST** include setting up and clearing away times (but not extra time needed for e.g. extra Covid cleaning).
2. **The Hirer.** The person who signs the Hiring Agreement **and** the organisation on whose behalf they sign are considered to be the Hirer. The Hirer signing must be 21 years old or over. The Hirer is responsible for ensuring compliance with these Conditions of Hire.
3. **Use of premises.** The Hirer shall not use the premises for any purpose other than that described on the Hiring Agreement. The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.
4. **End of hire.** Before vacating on each occasion of use the Hall the Hirer must:
 - Clean all tables used before returning any extra taken out to the storage cupboard; tables must be stored vertically on one end and not stacked.
 - Return any extra chairs taken out to the sub-basement storage area; chairs should be carried singly on the access steps but can be stacked in groups of 5 or 6.
 - Check for any possible source of fires.
 - Set the hall thermostat to between 10 and 15 Degrees
 - Check that sink water taps are turned off
 - Turn off/unplug any electrical appliances they have plugged in
 - Turn off dishwasher at plug (in cupboard); leave others switched on as per signs in hall
 - Leave all surface/floors/appliances and utensils clean and remove all rubbish and food waste
 - Report any damage or breakages in the incidents book and if severe to the Bookings Secretary or Caretaker
 - Turn off all lights
 - Close all internal doors and secure all doors and windows

5. **Maximum capacities.** The present Fire Safety Regulations identify the following maximum numbers of persons permitted to attend each of the following types of event:

Dancing and seated accommodation	200
Set out tables and chairs	120
Close seated audience	150

The Hirer must adhere to these limits unless more restricted limits in Special Conditions of Hire apply.

6. **Nuisance and Noise Restriction.** The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning, especially as there are flats above the hall and houses in the near vicinity. Emergency exit doors (except main door) must be kept shut during performances when amplified music is being played.

7. **Fire Regulations.** To comply with Fire Regulations, the following points **MUST** be observed: the hirer must become fully acquainted with the position of the fire exits and extinguishers and the instructions for emergency procedures in the event of a fire, of which a copy is permanently displayed in the hall. It is the Hirer's responsibility to have the means to call the fire service if necessary (the hall contains no phone). **At the beginning of the booking the hirer must make the hall users aware of the fire exits and evacuation procedures.**

8. **No Smoking/vaping.** All Hall rooms, outside rear play yard and outside front entrance are No Smoking/No Vaping areas. The Hirer 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.

9. **Gas containers, explosives and flammable substances.** No portable gas cylinders or canisters are allowed to be brought on site except by professional trades persons as part of their necessary equipment.

The Hirer shall ensure that any explosives (including fireworks) or highly flammable substances are not brought into or used in any part of the premises and that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool, straw bales) shall be erected without the consent of the Management Committee. No decorations are to be put up near light fittings or heaters.

10. Safeguarding Children and Vulnerable Adults. The Hirer shall ensure that any activities for children comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006. Only parents, guardians and fit and proper persons who have passed the appropriate Disclosure and Barring Services checks should have unattended access to the children. Checks may also apply where vulnerable adults are taking part in activities. Any Hirer promoting activities aimed at and/or for regular attendance by children shall provide the Hall Management Committee with a copy of their DBS check and Child Protection Policy on request.

Hirer's use of the outside play area is contingent on the designated supervisors being experienced and aware to be particularly vigilant with respect to decking condition.

11. Health and hygiene. The Hirer and their agents 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. The provision of anti-bacterial hand cleaners is recommended

12. Drunk and disorderly behaviour and supply of illegal drugs. No illegal drugs may be brought 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. It is the Hirer's responsibility to have the means to call the police if necessary.

13. Sale of Alcoholic Drink. The Hall Management does not hold a licence to sell alcoholic drink. Any sale of drinks on the premises is the responsibility of the Hirer and must be in compliance with the Licensing Act 2003.

14. Electrical appliance safety; hall fuse box 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.

Any appliance or its cable in a damaged or unsafe state should not be used and should be reported in the incident book.

The fuse box is located on the right-hand wall in the cleaner's cupboard.

15. 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.

16. Public Entertainment and Music Licences. St. Mary's Church House has a Premises Licence for Public Entertainment from 7 a.m. until midnight. The hall holds a PRS licence but hall users should ensure that they have any necessary PBL licence covering their use of music.

17. Insurance and Indemnity. The Hall has its own Insurance with Public Liability cover but the latter does not cover the activities of hirers. All commercial hirers must have their own cover and it is recommended that individuals/non-commercial groups hiring the Hall should check if they are covered, for example, under their home insurance. If not, they are advised to extend their own insurance cover.

18. Hirer's Responsibility. The Hirer is personally responsible during the period of the hiring for:

- supervision of the premises, the fabric and the contents
- the care of the premises, safety from damage however slight or change of any sort
- the behaviour of all persons using the premises whatever their capacity.
- use of the hall in a safe manner with regard to Health & Safety guidelines and matters highlighted in hall risk assessments, with particular regard to:
 - fire evacuation procedure; keeping fire exits clear; handling/moving/stacking

equipment items (chairs, tables, access to sub-basement store); no use of (step) ladders; placement of personal possessions; safety of electrical items (brought-in kit, positioning of cables, etc); kitchen safety.

The Hirer should inspect the Hall at the beginning of the hiring and report any deficiencies, defects or shortcomings as soon as possible. For urgent matters there is a list of people to contact and for non-urgent matters there is a fault reporting book, both on the noticeboard in the Hall.

19. No Alterations. No alterations or additions may be made to the premises nor may any fixtures be installed or placards, banners, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Bookings Secretary. Any such items currently in place with Management Committee approval may not be taken down.

20. Care of Main Hall Floor. On no account is anything to be dragged across the Hall floor, a special trolley is provided to move chairs.

21. Kitchen. The Kitchen swing doors are recommended to be kept closed except as needed. All use of the kitchen shall be by competent persons only and no children shall be permitted entry – child access to the play area is by the appropriate fire exit in the main hall. Containers of very hot water (urns, kettles) should be used in situ not carried across the kitchen.. The dishwasher must be emptied, drained and turned off at the socket in the cupboard after use. The microwave oven must be turned off the wall switch. Other appliances - the cooker, fridge, (sink) water heater and water boiler are to be left switched on at their wall switches as shown by signs on the walls. Further guidance on the management of waste is displayed in the kitchen.

22. Heating. The Main Hall heating thermostat may be adjusted but must be set between 10 - 15 at the end of the booking. The radiator valves and boiler controls must not be touched by the Hirer. No other heating appliances shall be used on the premises without the consent of the Management Committee.

23. Animals. The Hirer shall ensure that no animals except dogs are brought into the premises, other than for particular events agreed to by the Management Committee. No animals whatsoever are to enter the kitchen at any time.

24. 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 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.

25. Stored and Personal Property. No equipment or property brought onto the premises may be left at the end of each hiring or stored thereon except with prior agreement of the Management Committee. Any such property must be removed at the end of each hiring or fees may be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Hall accepts no responsibility for materials stored with agreement and all liability for loss or damage is hereby excluded.

The Management Committee reserves the right to ask that clearly unused long-term stored property be removed promptly or after due warning to remove and dispose of such themselves at a charge to the owner and/or without recompense.

The Hirer shall ensure that the temporary placement of personal property during an event must be with due regard for safety and avoidance of trip hazard.

26. Cancellation by Hirer. If the Hirer wishes to cancel the booking more than two weeks before the date of the event and the Management Committee is unable to conclude a replacement booking, the question of the payment or refunding of the fee shall be at the discretion of the Committee.

If the cancellation occurs within two weeks of the event a charge of 50% of the booking fee may be made at the discretion of the Committee.

27. Cancellation by Management Committee. The Hall reserves the right to cancel any 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 Management Committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) 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 or unfit due to circumstances outside the Management Committee's control, such as a failure of services.
- 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 Management Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

28. Reporting of Accidents and dangerous occurrences. Any failure of equipment resulting in actual or possible harm to people, fixtures or fittings, whether such equipment belonged to the Hall or was brought in by the Hirer, must be reported **as soon as** possible. The Hirer must report all accidents involving serious risk or injury to the public to the appropriate emergency services and to the Bookings Secretary or a member of the Management Committee **as soon as** possible and complete the relevant section in the Hall's accident book. ***Please note that there is no telephone on the premises; a public call box in South Street (adjacent to Woodman Inn) appeared to be functional at time of writing.***

29. Security. The Hirer and/or the named organisation represented are responsible for security of the premises and will be held liable for making good any loss or damaged occasioned by:

- a) Failure to secure the building by correct closure of all doors and windows after use.
- b) Loss of the key
- c) Unauthorised access to the key via failure to keep the key-safe pass code secure.

30. Payment of Hire Charges. New and casual hirers are required to pay the hire charge in full at the time of booking.

Regular hirers are required to pay by standing order at a frequency to be agreed at time of booking and stated on the signed booking form.

No other form of payment is acceptable unless by prior agreement and stated on the booking form.

31. Default on Payment of Hire Charges. If the hirer fails to meet agreed payment schedules the Management Committee will take action to recover losses. These may include but are not limited to:

- a) Demanding all arrears be paid immediately.
- b) Agreeing a payment schedule to recover arrears and ongoing hire charges if any.
- c) Terminating the rental agreement until arrears have been paid.
- d) Refusing any further rental by the individual or organisation concerned.
- e) Using all legal means available to recover monies owed.

32. Unauthorised Use of Hall. Any casual, un-booked and unauthorised use of the hall by the Hirer, hiring organisation or member of such is not permitted and is chargeable at double the agreed hire rate. Persistent unauthorised use may lead to termination of the Hirer's agreement forthwith.

33. Abuse of this Agreement. The Management Committee reserves the right to cancel the hire agreement and/or refuse to accept any further hire in the event of a serious or persistent minor abuse of this agreement by a Hirer whether explicit in the above text or not.

Version dated May 2021