



## Premises Hire: Terms and Conditions

### 1. Introduction

The following document sets out the Terms and Conditions of Hire in relation to the letting of the Church premises of the Parish of Holy Trinity, Shaw ("Holy Trinity"). It sits alongside the Lettings Policy and Premises Hire Agreements.

### 2. Responsibilities

- 2.1 The person signing the Premises Hire agreement ("The Hirer") is responsible for these terms and conditions of hire being adhered to and must be present for the duration of each hire period. If s/he does not intend to be present for a particular hire period, written details of the person acting as deputy must be supplied to the Bookings Manager in advance.

### 3. The Booking

- 3.1 The Hirer must not sublet any of the benefits granted by this agreement. Nothing in the agreement is intended to have any effect of giving exclusive possession of any part of the premises to the Hirer or of creating any tenancy between the hire and the PCC.
- 3.2 The premises must only be used for the purpose stated in the Premises Hire Agreement.
- 3.3 The hire period given on the Premises Hire Agreement includes the setting up, preparation, clearing up, cleaning and exiting of the hall and grounds.
- 3.4 Out of respect to our neighbours, all events must cease by 11 pm and the hall vacated by midnight.
- 3.5 All bookings are provisional until:
- a Premises Hire Agreement is completed and signed by both parties;
  - copies of any accompanying paperwork is received;
  - a payment is made.
- 3.6 The PCC reserves the right to cancel bookings with immediate effect if it finds that the Terms and Conditions of Hire are not adhered to.

### 4. Charges, Payment and Cancellations

- 4.1 The Hirer is personally responsible for payment of all fees or other sums due in respect of the hire.
- 4.2 For occasional bookings, full payment must be made at least two weeks in advance. The PCC reserves the right to cancel the booking at short notice if this requirement is not met.
- 4.3 If the Hirer wishes to cancel the booking with more than 14 days notice and before payment is made, there is no charge. After that, the Hirer shall forfeit 20% of the hire fee.
- 4.4 Regular Hirers will be invoiced in advance for all bookings made. They are required to make payment by the first day of each month for all bookings to take place within that month.

- 4.5 Regular hirers who fall in arrears with monthly payments will be forwarded written notice of any outstanding balances. Unless any such outstanding balances are paid in full within 14 days of such written notice, the PCC reserves the right to cancel future hires until such time as payment in full is received. If a regular hirer's cheque is represented or returned by the PCC's bank a charge of £25 will be made to the regular hirer.
- 4.6 The PCC has priority use of the hall. If changes are required to a confirmed regular booking, the PCC will give at least one month's notice, if at all possible.
- 4.7 The PCC reserves the right to cancel a booking if exceptional unforeseen circumstances arise and without a reason being stated. In this case, the PCC will refund all fees/deposits paid by the Hirer but will not be liable to pay any compensation to the Hirer or other persons due to the cancellation.
- 4.8 If a regular hirer wishes to cancel some sessions (for example, in the school holidays), no charge will be made provided notice of 7 days or more is given.
- 4.9 One month's notice should be given for the permanent termination of a regular hire booking.

## **5. Access and Security**

- 5.1 The use of the premises does not entitle the Hirer to enter the premises at any other time than the specified hours for which the hall is to be used, unless prior arrangements have been made with the PCC.
- 5.2 For occasional bookings, the Hirer will be let in and seen out by a responsible representative of the PCC.
- 5.3 Regular Hirers will be issued with keys which can be retained for the duration of the hire period providing that all hire fees are paid by the required time. Keys must not be copied nor given or lent to any third party. They must be safeguarded at all times and returned to Hall Manager or their representative at the end of the letting period or as soon as is reasonably possible.
- 5.4 The premises must not be left unattended during the period of the booking.
- 5.5 Holy Trinity does not employ a caretaker; therefore, the Hirer is responsible for all setting up and putting away of any equipment used. The Hirer must leave the premises in a clean and tidy condition.
- 5.6 It is the Hirer's responsibility to ensure that all fire doors and windows are closed, all doors locked and all lights switched off (including the toilets) at the end of the letting period. In the case of the hall, the alarm should also be set on exit.
- 5.7 The PCC reserves the right to refuse admission to any person or persons.
- 5.8 The right is reserved for a representative of the PCC or their appointed officer to enter any part of the building at any time.

## **6. Damage, Loss and Injury**

- 6.1 It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk. The PCC accepts no responsibility for any injury to persons or damage to property arising out of the hire.
- 6.2 It is the responsibility of the Hirer to effect whatever insurance is required to cover their liabilities. Insurance effective by the PCC does not extend to a Hirer's liabilities. The PCC accepts no liability for accidents, injuries, damage and/or loss of personal property as a consequence of using the premises. It is essential that the hirer obtains and provides evidence of adequate Public Liability Insurance for the hiring (this is usually insurance up to £5,000,00).
- 6.3 The Hirer agrees to indemnify the PCC against all claims, demands, actions, proceedings, damages, costs and expenses arising out of non-observance of the Terms of this Policy document.

- 6.4 The PCC will not under any circumstances accept responsibility or liability in respect of any loss of or damage to any property, articles or items placed or left in the hall by or on behalf of the Hirer or any other persons, or in connection with the hire.
- 6.5 Any accident involving personal injury must be reported to the Hall Manager and is to be recorded on an Accident Report Form located with the First Aid Box.
- 6.6 Losses, breakages and damages must be reported immediately and will be subject to an additional charge.

## **7. Health and Safety**

- 7.1 The Hirer is responsible for ensuring that all Health and Safety requirements are met, that all users are aware of the procedures for safe and correct use of equipment and facilities, and shall report any deficiencies on the occasion of each use.
- 7.2 Whilst the PCC will take 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 hire, including the presence of a suitably qualified First Aider if necessary. First Aid boxes are located in the kitchen (for hire of the hall) and in the choir vestry (for hire of the church).
- 7.2 The hirer must make him/herself fully conversant with the fire drill for the hall and the position of appliances and emergency exits. In the event of an evacuation of the building the Hirer is responsible for informing the emergency services that everyone has been evacuated safely.
- 7.3 All entrances and exits must be kept clear at all times and an adequate gangway left between chairs and tables to allow easy exit from the hall.
- 7.4 The maximum capacity of the premises must be adhered to:  
Hall: 80 people  
Church: 250 people
- 7.5 There are no public telephones in the premises; therefore the Hirer must ensure that he/she has access to a mobile telephone in case of emergencies.
- 7.6 The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. If the activity requires a food hygiene certificate, a copy shall be provided to the PCC.
- 7.7 Any portable electrical appliance or device brought in from elsewhere and used on the premises must have an up-to-date safety certificate, a copy of which must be provided at the time of booking.
- 7.8 The Hirer is not permitted to bring in supplementary heating appliances.

## **8. Safeguarding**

- 8.1 The Hirer shall comply with the safeguarding requirements as set out below, including ensuring that there is sufficient staff available to supervise any children and young people involved. The current guidelines are:

For 0 – 2 years	1 adult to 3 children
For 2 – 3 years	1 adult to 4 children
For 4 – 8 years	1 adult to 6 children
For 9 – 12 years	1 adult to 8 children
For 13 – 18 years	1 adult to 10 children

**Note: young people under 18 count as children, not adults. If you have a number of young people helping you will need more adults, not fewer.**

- 8.2 The PCC has a Policy for Safeguarding Children, Young People and Vulnerable Adults. This is available on our website or by request. Your booking agreement is conditional upon you complying with it unless you already have, and can provide evidence of, an equivalent policy of your own.
- 8.3 You are required to ensure that children, young people and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage occurring; and that you carry full liability insurance for this. In particular this means that:
- a) you will comply with the attached good practice guide with children and young people or vulnerable adults unless you already have an equivalent;
  - b) you will provide the church with a copy of your organisation's Safeguarding Policy/ies or if you do not have one adopt the current parish policy;
  - c) you will recruit safely all current paid and voluntary workers who work with children and/or vulnerable adults, by obtaining satisfactory disclosures from the Disclosure and Barring Service where eligible, and keeping records of dates and disclosure numbers indefinitely;
  - d) you will keep a list of the names of all paid and voluntary workers with regular and direct contact with children/vulnerable adults, and update it annually;
  - e) you will always have at least two leaders over the age of 18 years in any group of children and young people, no matter how small the group;
  - f) no person under the age of 18 years will be left in charge of any children or young people of any age;
  - g) no child or group of children or young people should be left unattended at any time;
  - h) a register of children, young people or vulnerable adults attending the activity will be kept securely. This will include details of their name, contact details of parent/guardian/carer etc., date of birth and next of kin;
  - i) you will immediately (within 24 hours) inform the Parish Safeguarding Officer of:
    - the occurrence of any incidents or allegations of abuse or causes of concern relating to members or leaders of your organisation, and contact details for the person in your organisation who is dealing with it;
    - any known offenders against children or vulnerable adults seeking to join your membership, and manage such allegations or agreements with offenders in co-operation with statutory agencies, and with the church.
- The Parish Safeguarding Officer is Nic Duffy: 07796 260570 nic.brogden@googlemail.com.

## **9. General**

- 9.1 A strict No Smoking Policy applies to all rooms (including toilets) in all the premises.
- 9.2 Any advertising material must be submitted to the Hall Manager for approval by the Incumbent and, if needed, the Standing Committee of the PCC. All such material must clearly display the name of the person or organisation responsible for the event.
- 9.3 No advertisements, bills, flags, emblems or other decorations shall be displayed inside or outside the hall without previous written consent of the PCC.
- 9.4 Only assistance dogs are permitted inside the building.
- 9.5 No adhesive or fixing material may be used which may damage the fabric of the premises.

- 9.6 Chewing gum is not allowed on the premises.
- 9.7 All rubbish must be taken from the premises by the Hirer and must not be deposited in the outside refuse bins. No food or drink must be deposited on the ground outside the premises or in the car park.
- 9.8 Alcohol must not be sold on the premises without obtaining the appropriate Temporary Events Notice from the licensing section of Oldham Council. No application for a Temporary Event Notice should be made without first seeking the approval of the PCC. If permission to apply is granted and a Temporary Event Notice is obtained, a copy must be supplied to the PCC prior to the event and the notice displayed on the premises during the event.
- 9.9 Kitchens may be used for the preparation of light refreshments. It will be the responsibility of the Hirer to provide the refreshment materials. The kitchen must be left in a clean and tidy state at the end of the booking.

## **10 Car Park**

- 10.1 The use of the Church Car Park is available to Hirers, but is not part of the Hiring Agreement so space is not guaranteed. Hirers must be ready to vacate in case of emergency church needs.
- 10.2 Parking is only allowed within the 22 places (including a designated disabled space). There is to be no parking on the grass.
- 10.3 Parking is strictly at the owner's risk; the PCC can accept no liability whatsoever for cars parked in its Car Park.

## **11 Legal Requirements**

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 any such licences or any other permission required, always providing that no such application shall be made without the approval of the PCC.

## **12 Compliance**

Failure by the Hirer to comply with any or all of these Terms and Conditions, whether intentionally or not, may be deemed by the PCC to be just cause for immediate cancellation of any letting or series of lettings and may result in forfeiture of the entire security deposit.