

St. Paul's Church Hall, Charlestown

Registered Charity Number 1077855

Booking Terms and Conditions

Please read these terms and conditions carefully. Your booking request is confirmation to the Hall Trustees that you have understood and accepted these terms fully and that you agree to always comply with them and/or take full responsibility for your or your guests' non-compliance.

All bookings are PROVISIONAL unless and until confirmed in writing by the Hall Trustees

Please note: the hire period to be booked online is the total time for the booking and must include sufficient time both for preparation before your session and for tidying up afterwards.

The hall is located at Church Road, Charlestown and is a registered charity managed by Trustees and whose email address is charlestownchurchhall@gmail.com (the "Hall").

Please note: the "Responsible Person" is the person nominated by the person making the booking (the "Hirer") as the person who will take full responsibility for all aspects of the use of the Hall on the day/time of the booking including in particular the safety and welfare of guests/visitors as well as the safe and careful use of the Hall and its fixtures and fittings during the hire period. The Hall Trustees' first point of contact in all matters on the day of the booking and unless notified otherwise will be the person making this booking.

1. Hire Fees:

The fee for the booking(s) shall be charged in accordance with the current Fee Schedule.

Unless otherwise agreed in writing by the Hall Trustees, The Hirer shall pay a 25% (minimum of 1 hour) non-refundable deposit at the time of booking towards the cost of the Hire, the balance being payable 14 days before the start of the Hire Period.

In the event the deposit or balance of the hire fee is not received into the Hall's bank account before the time mentioned above, then the Hall Trustees reserve the right to cancel the Hirer's booking for non-payment and offer the cancelled Hire Period for other users to book.

2. Premises to be Hired.

The Hall offers a total maximum capacity of 150 people. All Hirers must agree not to exceed this capacity.

The Hall includes use of the following features:

The main hall with its tables and chairs,
A functioning kitchen with utensils,
Toilet facilities, including
wheelchair accessibility.

The adjacent car park if spaces are available.

Storage of equipment or materials is not included and use of the stage is subject to express agreement by the Trustees.

3. Licences

Full copies of the premises' licences are on display on the Hall Noticeboard and are also available on request. The Hirer whilst in occupation of the premises agrees to ensure compliance with all relevant provisions of the premises' licences and accepts full responsibility for and agrees to indemnify the Hall Trustees in the event of any breach of the Premises' licence(s) during the Hire Period.

Where a licensable activity will take place, the Hirer hereby acknowledges receipt of a copy of the conditions of the Premises Licence and/or operating Schedule for the premises.

The Premises DOES NOT HAVE a licence to sell alcohol. However, a temporary alcohol licence may be arranged in advance, subject to the availability from the **Cornwall Council licensing authority.**

4. Insurance

All commercial Hirers are required to hold and provide evidence of appropriate public liability insurance cover (minimum £5m) which must be valid for their Hire Period(s). This includes providing updated evidence of cover at each renewal of their policy.

5. Hirer's Responsibilities

Both the Hirer and their Responsible Person must be over the age of 18 years at the time of the booking and as a minimum the Responsible Person must be present on the Premises throughout the Hire Period to ensure compliance with the provisions of these hire conditions. In particular, the Responsible Person must ensure the event is carried out in a lawful manner, without any local disturbance or anti-social behaviour and in compliance with all relevant premises license provisions.

The Hirer and the designated Responsible Person shall be accountable during the Hire Period for:

- Ensuring that the Hall is kept secure
- Supervision of the use of the Hall and the care of its fixtures and fittings.
- Ensuring that the Hall (including its kitchen, appliances, tables, chairs and toilets and flooring and any other items or areas used) are left clean and tidy with rubbish removed at the end of the Hire Period. In other words, you agree to leave the Hall substantially as you found it.
- Ensuring that all equipment, chairs and tables have been returned to their storage positions safely, the Hall is cleared of people, all lights are switched off, the heating returned to 10 degrees C and the building secured with the entry key returned to its external safe.

NOTE: Failure to return the key to its safe securely will result in a £100 penalty.

- Ensuring that any temporary fixtures or fittings used by you comply with Health and Safety law and in particular ensuring that any decorations used or are not a fire hazard. The Hirer must not block fire exits, place obstructions on or in front of heaters, tamper with any fire equipment or hold open fire doors.
- Ensuring that any equipment or electrical appliances brought into the hall and used there shall be certified safe and in good working order and used in a safe manner by only competent authorised persons in accordance with the Electricity at Work Regulations 1989
- Ensuring that NO animals whatsoever enter the kitchen at any time
- Ensuring that no barbeques, LPG appliances or highly flammable substances are brought into the Hall.
- Ensuring that the Responsible person and their event guests, recognise the fact that the Hall is situated in a residential neighbourhood and conduct themselves accordingly by being courteous and always keeping noise and disturbances to a minimum.

6. Use of Premises

The Hirer shall not use the Hall (including the car park) for any purpose other than that described in the booking, and shall not sub-hire, or use the Hall, or allow the Hall to be used, for any unlawful or unsuitable purpose. Or in any unlawful way, nor do anything or bring into the Hall anything which may endanger the same or render invalid any insurance policies in respect thereof. Nor allow the Sale of alcohol anywhere on the premise without the relevant licenses.

7. Insurance and Indemnity

Save for fair wear and tear, the Hirer agrees to indemnify the Hall Trustees against any claim for damage, injury and financial loss, directly or indirectly claimed or arising from their and/or their guests' use of the Premises. The Hirer expressly accepts responsibility and liability for;

(A) - The cost of repair of any damage (including accidental and malicious damage) done to any part of the Hall including the curtilage thereof or its contents

(B) - all claims, losses, damages and costs made against or incurred by the Hall Trustees, volunteers or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the Hall (including the storage of equipment) by the Hirer, and

(C) - all claims, losses, damages and costs made against or incurred by the Hall Trustees, volunteers, invitees as a result of any nuisance caused to a third party as a result of the use of the Hall by the Hirer, and

(D) - The Hirer shall indemnify and keep indemnified accordingly each member of the Hall Trustees and their, volunteers and invitees against such liabilities.

(E) - The Hall Trustees shall hold adequate insurance to insure the liabilities described above.

In the event that the Hall Trustees elect to claim on its own insurance for any liability of the Hirer hereunder, the Hirer agrees it shall indemnify and keep indemnified each member of the Hall Trustees, their volunteers and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under any insurance policy.

All Hirers (private and commercial) must ensure and hereby warrant that their sub-contracted activities such as mobile discotheques, professional entertainers and bouncy castle providers are fully insured and have valid public liability insurance cover of at least £2million for their operation.

The Trustees accept no liability for equipment brought into the Hall or left behind by Hirers. Or for any vehicles parked in the Car park. However, the Hall Trustees hereby confirm they are insured against any claims arising out of their own negligence.

8. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the Hall in contravention of the laws relating to Gaming, Betting and Lotteries Act.

9. Safeguarding

Commercial Hirers providing activities for children or vulnerable adults, or which are likely to be attended by children or vulnerable adults, must have policies and procedures for their organisation, which comply with national regulations and guidance. These cover a range of areas including recruitment of activity leaders, DBS checking, health and safety arrangements and provision for children with special needs.

Staff to participant ratios should always be based on risk assessment, taking into account the age range of participants, their needs and/or disabilities, and the activities taking place. However, there must always be a minimum of 2 adults (of 18 years or older) present with even the smallest group of children. Thereafter, minimum staffing ratios for working with larger cohorts of children are:

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

In hiring the Hall, commercial Hirers hereby warrant that they have up-to-date policies which are compliant with national regulations and guidance. Trustees reserve the right to be provided with evidence of this before a booking is allowed to proceed.

Private Hirers, as citizens holding events at which children or vulnerable adults may be present, also have statutory duties of care. In particular, they must ensure that there are always sufficient adults present during the event to ensure the safety and well-being of children or vulnerable adults attending. Private Hirers hereby warrant that no individuals under the age of 18 will **never** be on the premises without the presence of at least two adults, i.e. two persons over the age of 18.

The latest national guidance for safeguarding children can be found at:

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Church Road, Charlestown, St Austell, PL25 3NS Tel:
07708-677891

<https://www.gov.uk/government/publications/keeping-children-safe-in-education--2>

Further guidance from Cornwall Council can be found at:

https://www.proceduresonline.com/swcpp/cornwall_silly/index.html#

Additionally, Hirers are directed to the Church of England's Parish Safeguarding Handbook, available at the Hall. This gives guidance specific to church-based personnel but still contains a lot of very helpful guidance, including definitions of vulnerability in adults and sources of help and support. It can also be read online by searching for 'ParishSafeGuardingHandBookAugust2019' at <https://www.churchofengland.org/>

10. 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 Hirer shall also comply with the Hall Trustees' health and safety policy.

The Hirer will ensure that the Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the Hall Trustees as soon as practical.

The Hirer acknowledges that before holding their booking that they have read and understood the instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Hall.
- 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.
- Location of the first aid box.

In advance of any and every Hire Period, the Hirer agrees that they will 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 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.
- That they will seek guidance from the Hall Trustees on any safety matters of which they are uncertain.

11. 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

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of any noise limitation device available to them and comply with any other licensing conditions for the Hall.

12. Health and Hygiene

The Hirer or their agents or contractors 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 by persons qualified to a suitable level.

The Hall Trustees do not warrant and Hirers should satisfy themselves that the refrigerator and other kitchen equipment provided is fit for the purpose of complying with Food Hygiene Regulations.

13. Stored Equipment

The Hall Trustees accept 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 Hire Period or a storage fee may be incurred.

The Hall Trustees 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 Hall Trustees 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.

14. Accidents and Dangerous Occurrences

Any failure of equipment belonging to the Hall Trustees must be reported to the Hall Trustees as soon as possible.

The Hirer must report all accidents involving injury to the public to the Hall Trustees as soon as possible and make a detailed entry in the accident book. In addition, certain types of accident or injury must additionally be reported via a government website at <https://www.hse.gov.uk/riddor/report.htm> in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

15. 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 Hall Trustees 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.

16. 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.

17. Cancellation of this Agreement/Bookings

A non-refundable deposit is required to confirm non-regular bookings.

The Hall Trustees reserve the right to cancel this Agreement or a confirmed Hire Period 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 Hall Trustees 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.
- the premises becoming unfit for the use intended by the Hirer
- a Government emergency requiring use of the premises as a shelter.
- any parish activity requiring emergency use of the building by the Church

In any such case the Hirer shall be entitled to a refund of any fees already paid, but the Hall Trustees shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

- In the event of the hirer being in material breach of any of the terms and conditions of this Agreement, the Hall Trustees have the right to terminate the agreement forthwith and claim against the hirer any financial loss incurred as a result of the said breach
- *Booking Interruptions:* If a Hirer is a regular weekly user, the Hall Trustees reserve the right to cancel all, or part of, certain bookings in favour of one-off community bookings. Such cancellations shall not occur more than once a month, and at least four weeks' notice shall be given of such cancellation. Furthermore, the Hall Trustees reserve the right to nominate a specified weekday evening as not being available for regular weekly bookings, so that priority can be given to monthly, or less frequent, bookings.
- No liability shall attach to the Hall Trustees for any loss of income or of potential income by the Hirer in the event of any cancellation of any bookings by the Halls' Trustees.
- *Special Events:* The St Paul's hall are held on strict trusts with the Charity Commission for the purposes of a Church community hall. The Hall Trustees are bound to ensure the Hall is administered in accordance with those trusts. Accordingly, the Trustees in the exercise of the charity trusts upon which the premises are held hereby preserve and reserve their right in exceptional circumstances to terminate this Agreement by not less than 28 days' notice in writing to the Hirer in the event of the Hall being required on the same date/time for the fulfilment of its charitable purpose.

- The Hall Trustees reserve the right to refuse any application for a booking of the Premises for any reason it deems appropriate or if subsequent to confirming the hire, if in the Hall Trustees' sole opinion the booking proves to be of an unsavoury or unsuitable nature.

18. Smoking

The Hall and its immediate surrounds are a non smoking zone which the Hirer hereby agrees to observe.

19. Maximum Capacity and Security of Guests:

The Hirer warrants that it will not exceed the Premises' maximum capacity of 150 people and that it will provide its own door supervision suitable in qualification and number according to current legislation.

20. No alterations.

The Hirer agrees and accepts that:

- Decorations and similar paraphernalia may not be hung or set by any means that might cause harm or excessive wear to any part of the Premises. Where requested, Hirers must produce a certificate that the decorations are not a fire hazard.
- No drawing pins, adhesive tape, staple guns, screws or similar may be used anywhere on the Premises. No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior approval of the Hall Trustees.
- Any alteration, fixture or fitting, or attachment, so approved, shall, at the discretion of the Trustees, remain in the Premises at the end of the hiring and become the property of the Hall or be removed by the Hirer. The Hirer must make good to the satisfaction of the Hall Trustees any damage caused to the Premises by such removal.

21. No rights

This Agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the Hirer prior to or beyond the Hire Period.