



## **The Parish of St Luke's, Legrave – Church Hall**

PLEASE ENSURE THAT YOU READ THIS DOCUMENT CAREFULLY BEFORE  
MAKING A BOOKING

### **Terms and Conditions of Hire**

In these terms and conditions the term “hirer” shall be the person responsible signing or booking the premises and/or organisation all of whom shall be jointly and severally liable for ensuring that the following conditions of hire of rooms at St Luke's Legrave are complied with in all respect.

St Luke's regards the safe care and protection of children and vulnerable adults as of the utmost importance. Groups that hire or use Church premises are expected to share this concern and make appropriate provision for the protection of children and vulnerable adults within their care.

1. **YOUR BOOKING** A booking is not confirmed until a confirmation of booking has been sent to the hirer and any required deposit has been paid. The deposit will only be returned in the event that the Parochial Church Council (PCC) cancels the booking.
2. **HIRING FEES** The fees should be paid not less than 28 days before the date of use of hire of premises.
3. **CANCELLATION** As far as practicable, the hirer must give 28 days' notice if they wish to cancel the booking before the event to receive a full refund. If the Hirer wishes to cancel the booking less than 28 days' notice, and the PCC is unable to arrange a replacement booking, the PCC may at its absolute discretion refund the fees (less the deposit) but shall be under no obligation to do so.  
*The PCC reserves the right to cancel the booking if: exceptional, unforeseen circumstances arise; there is any breach of the terms and conditions; or there is misstatement or material omission in particularly relating to the purpose of hire.*
4. **USE OF PREMISES** (maximum capacity 100 people standing and 70 people sitting)
  - i) The hirer shall not use the premises for any purposes other than described in the booking description 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 to the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.



- ii) All bookings must end at 8.00pm (unless by prior agreement by the PCC), and must be left clean and ready to handover no later than 9.00pm. *The hall is unavailable for public bookings on a Sunday.* Ensure that time for setting up and clearing away, are clearly defined in the hire booking details and adhered to.
- iii) The hirer shall be responsible for obtaining any local authority or other licenses necessary such as from the Performing Rights Society or from Phonographic Performances Ltd in connection with the booking, and will compensate the PCC for any infringement of copyright. Further information on legal requirements relating to music is available at [www.prsformmusic.com](http://www.prsformmusic.com) or [www.ppluk.com](http://www.ppluk.com)
- iv) No advertisements, fly-posting, signs, notices, posters or banners are to be displayed on the inside or outside of the building without prior written approval of the PCC. All such publicity shall bear the name, contact address and telephone number of the hirer. A copy of the programme/advertising material should be sent/emailed to the hall booking administrator in advance of booking.
- v) No alcohol or the sale of, and smoking/vaping permitted in the hall, church or grounds.
- vi) To ensure that the fire apparatus of the premises are not interfered with in any way and that all emergency exits are not obstructed and all persons using the premises are aware of the location of fire appliances and emergency exits.
- vii) The hirer shall comply with all conditions and regulation made in respect of the premises by the Fire Authority, Local Authority, and the local Magistrate's Court, Health and Safety Executive or otherwise, particularly in connection with any event which include public dancing or music or similar public entertainment or stage plays.
- viii) Highly flammable substances are not to be brought into or used in any part of the hall or church premises, nor any internal decorations of a combustible nature (e.g, paper, polystyrene, cotton wool) to be erected with prior consent of the PCC. Any electrical appliances brought to the premises by the hirer must ensure items are safe and in good working order and used in a safe manner.
- ix) The hirer is responsible for proper conduct of everyone using the hall/church during the period of use and shall do their best to keep the amount of noise or other disturbance to an acceptable low level during the period of hire, and also during arrival and departure so as not to cause nuisance or inconvenience to building users in other areas of St. Luke's or to neighbouring properties. The PCC or its authorised representatives may stop any meeting, entertainment or function which is not properly conducted.



- x) Not to permit unseemly behaviour that would be damaging to the mission or community of St Luke's, or containing material or language abusive in general to others, or that is blasphemous or idolatrous and do nothing in or near or in relation to St Luke's that is calculated to, or does, bring the name of the Church into disrepute.
- xi) No nails, screws, bolts, blue-tack, sticky tape etc, may be driven into or placed on the walls and fixtures of the hall; and no equipment, furniture or any structures or decorative lighting, posters, placards or notices may be taken in to the hall, or placed or displayed outside it or used there without prior consent of the PCC, or its sub-committee responsible for the hall.
- xii) The hirer is responsible for during the period of hiring for supervision and security of the premises and protection of the fabric and contents from damage, however slight or whosoever may have caused the damage; including proper supervision of car parking arrangements so as to avoid obstruction of the highway and access to the premises.
- xiii) The hirer shall, if selling goods on the premises, comply with the Fair Trading Laws and any code of practice used in connection with such sales. The PCC reserves the right to refuse permission for any sales of goods to take place during any hiring of the premises.
- xiv) If food is to be prepared, served or sold then the hirer must observe all relevant food health and hygiene legislation regulations.
- xv) The hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition. The hall **must** be cleaned and all crockery washed up and put away; all tables and chairs and other furniture to where they are normally stored. It is the responsibility of the hirer to remove all rubbish from the premises after the event, including any overflow of waste outside the premises. If the hirer fails to observe these conditions, the PCC may recover the cost of clearance from the hirer if not done.
- xvi) The kitchen is excluded from the hire, unless specifically agreed by the PCC or by its authorised representative, in which case a separate manual will be issued setting out the conditions of use. These must be read, agreed and followed.
- xvii) It is the hirers responsibility to return the key on completion of hire as agreed with the Hall Booking Administrator. If keys are lost or stolen, the PCC will seek to recover cost for replacement key/s.



5. **SAFEGUARDING** The hirer agrees that it has read The PCC's safeguarding policy and 'Safeguarding Provision Hire of Church Premises Agreement' and agree to adhere to its recommendations in relation to their work with children, young people and vulnerable adults. Staff and volunteers involved in work or other organised activities with children or other vulnerable people will need to confirm that they have been DBS checked to assess their suitability to work with such people.

All hirers that are 'regular users' are required to have in place an approved Safeguarding policy on commencement of each period of hire.

- a. For organisations with No Safeguarding Policy of the own:

The PCC has a Parish Safeguarding Policy which forms an integral part of this agreement. Acceptance of the booking is conditional upon the hirer agreeing to work with terms and conditions of this policy.

- b. For organisations with their own Safeguarding Policy:

The PCC will accept an organisation's own Safeguarding Policy but will require evidence that it is properly formulated, that a current version exists and that is not less stringent than the PCC's own.

A risk assessment to be carried out of your activities, and act on findings to mitigate any risk.

6. **INSURANCE** The hirer shall be responsible for obtaining adequate insurance against any third party claims which may lie against the hirer or the hirer's organisation whilst using the premises.

7. **INDEMNITY** The hirer shall indemnify the PCC and or its representatives for the cost of repair of any damage done to any part of the property, and for any claims made by and liability to any person in respect of such damage, loss or theft.

The PCC and/or its representatives shall not be liable to the hirer or person using or entering the premises for personal injury or for damage to, loss or theft of any property brought into the hall/church, however it may be caused.

8. **PARKING** The terms and conditions of hire does not assign any rights over the car parking spaces. ALL vehicles are parked at owner's risk. The PCC has no liability for loss, theft or damage to vehicles.

Emergency accesses must not be obstructed at any time and must be kept free for emergency services.



## **9. FIRE AND EMERGENCIES**

- a) The hirer is responsible for calling the Fire Brigade to any outbreak and for reporting this immediately to hall booking administrator.
- b) The hirer must ensure that all exits, emergency exits and fire appliances are free from obstruction and available for use at all times during the period of use
- c) The hirer must report all accidents involving injury. Any failure of equipment belonging to the Hall or Church building must also be reported as soon as possible.

**10. RIGHT OF ACCESS** The PCC and/or its representatives shall have the right to enter to premises all times during the period of use.

Any additional terms and conditions deemed necessary by the PCC can be added upon confirmation of hire.