



HOLY TRINITY CHURCH HALL, PENN

CONDITIONS OF HIRE

relating to the use of Holy Trinity Church and Holy Trinity Church Hall, Penn which are owned by The Parochial Church Council of Holy Trinity, Penn (the “PCC”).

If the person making the booking (the “Hirer”) is in any doubt as to the meaning of the following, please ask the PCC representative for clarification. Whilst some of the Conditions of Hire are legal requirements and are therefore enforceable by law, it is in everyone’s interests that the Hirer understands and adheres to all the Conditions as listed below.

NB: If you are using the services of any outside agents, i.e. caterers, disc jockeys, bar staff etc. please ensure that they are also aware of any Conditions that apply to them.

1. Age

The Hirer (who must be 21 years of age or over), hereby accepts responsibility for being in charge of and to be on the premises at all times when guests are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for the supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the PCC representative, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents. The PCC reserves the right to terminate any hiring not properly conducted.

3. Use of premises

On entering the hall, the Hirer should check that everything is satisfactory. The Hirer shall not use the premises (including the car park if any) for any purpose other than that stated when

hiring the premises, and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof. The PCC shall not be responsible for any loss or damage to any property howsoever arising out of the hiring. The car park cannot be used for external catering, mobile vans, marquees or gazebos.

The hire of any part of the hall does not entitle the Hirer to use or enter the hall nor have anything delivered to the premises at any time other than the specific hours for which the hall is hired unless prior arrangements have been made with the PCC representative. The Hirer shall be responsible for obtaining the relevant licences that may be needed whether for the sale of intoxicating liquor or otherwise and for the observing of the same and of all other regulations appertaining to the premises stipulated by the Fire Authority, the Local Authority, the local Magistrate's Court or otherwise.

4. Insurance and indemnity

The Hirer shall be liable for the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises or the contents of the premises. The PCC has insurance to cover the liabilities associated with a normal hiring and will claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep the hall indemnified against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy. If the hiring involves exceptionally high insurance liabilities, the Hirer should discuss this with the PCC representative before confirming the booking. The hall is insured against any claims arising out of its own negligence. Any ladders/stepladders on site must not be used.

5. 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. Charitable fundraising events such as race nights and raffles are exempt from this legislation

6. Safeguarding

By requesting a booking, the Hirer confirms that all safeguarding provisions have been complied with. These provisions are set out in Holy Trinity Hall Hire Safeguarding Document, available at <https://holytrinityandstmargarets.co.uk/safeguarding/>

7. 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 Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the PCC representative.

The Hirer acknowledges that, on first entering the premises, they will view the instruction folders in the Kitchen or North Room in order to familiarise themselves with:

- the action to be taken in the event of fire. This includes calling the Fire Brigade and evacuating the hall.
- the assembly point in the case of fire which is in front of the building
- the location and use of fire equipment. If you see fire or smoke please telephone the Fire Brigade, giving the What 3 Words location of pardon.boast.wasp. Then follow the evacuation instructions detailed on the Fire Action Notices.
- escape routes and the need to keep them clear.
- method of operation of escape door fastenings.
- location of the first aid box (kitchen)

In advance of any activity the Hirer shall check the following items:

- that all fire exits are in good working order
- that all escape routes are free of obstructions (including tables/chairs) and can be safely used for instant free exit.
- If you have anyone who has limited mobility, you need to ensure you have agreed a means by which that person can safely exit the building with any necessary assistance. This will be a Personal Emergency Evacuation Plan (PEEP).
- that exit signs are illuminated.
- that there are no obvious fire hazards on the premises.

8. 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 of any noise limitation device provided at the premises and comply with any other licensing condition for the premises. In consideration of the neighbours, the Hirer should ensure that the fire doors are kept closed if loud music is playing. The Environmental Health Officer regularly checks hall functions for excessive noise and all music and entertainment must be finished by 11.00pm.

9. Drunk and disorderly behaviour

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its vicinity. Any person suspected of being drunk or who is behaving in a violent or disorderly way must be asked to leave the premises in accordance with the Licensing Act 2003.

10. Health and hygiene

The Hirer 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 relevant food temperature

regulations, and the Hirer should provide a thermometer. The premises are provided with a refrigerator. (Use of the kitchen facilities for simple tea and coffee making does not require a Food Hygiene Certificate.) If the Hirer is using an outside caterer, Food Hygiene Certificates should be checked if appropriate. In the interests of fire safety, the kitchen should not be left unattended whilst cooking is in progress.

11. Electrical appliance safety

All the electrical appliances provided comply with PAT (Portable Appliance Testing) requirements. 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 considered unsafe should be marked as such and removed from use.

12. Equipment and Fittings

The PCC accepts no responsibility for any equipment stored onsite by the Hirer 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 hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed. Internal fixtures and fittings may not be removed/altered in any way without prior consent from the PCC representative. Sellotape is not to be used and tacks/nails are not to be inserted into wall/floor surfaces.

The PCC may use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored materials/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 PCC 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.

13. Smoking

The Hirer shall, and shall ensure that the Hirer's guests 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. The designated smoking areas are on the pavement. The Hirer shall ensure that anyone wishing to smoke does so only in these areas and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

14. Accidents and dangerous occurrences

Any failure of equipment belonging to the PCC must ~~also~~ be reported as soon as possible. The Hirer must report all accidents involving injury to the public to the PCC as soon as possible

and complete the relevant section in the accident book in the first aid box which can be found in the kitchen near the cooker.

15. Explosives and flammable substances

The hirer shall ensure that:

- (a) highly flammable substances are not brought into, or used in any part of the premises and that
- (b) no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the PCC. No decorations are to be put up near light fittings or heaters, and that
- (c) no fireworks are set off

16. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the PCC. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

17. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the PCC. No animals whatsoever are to enter the kitchen at any time.

18. Cancellation

If the Hirer wishes to cancel the booking prior to the date of the Hiring, cancellations will only be accepted via emails sent to office@holytrinityandstmargarets.co.uk.

If a booking is cancelled:

- with less than one month's notice, the whole reservation fee will be retained;
- with between one and two months' notice, either 50% of the Reservation Fee, or the cost of hire (whichever is lower) will be retained.
- with more than 2 months' notice, all payments will be refunded.

If a hirer does not, within 6 months of the booking, provide account details to enable return of the Refundable Damage Deposit, the whole Deposit will be retained

The PCC reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the PCC reasonably concluding 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.
- (c) the premises being unfit for the use intended by the Hirer.

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

19. End of hire

The Hirer shall be responsible for ensuring that all music and entertainment is finished by 11.00pm and that the premises and surroundings are left in a clean and tidy condition, properly locked and secured (unless directed otherwise by a PCC representative) and vacated by 11:30pm. Otherwise, the PCC shall be at liberty to make an additional charge. All property of the Hirer and of the Hirer's agents must be removed by the time specified in the Hiring Agreement. The PCC accepts no responsibility for any property left on the premises after the hire period has ended.

20. Art and Craft Groups

Art and Craft Groups are required to ensure that the washbasins are left clean following their activities. The kitchen should only be used for the supply of clean water. *If washing of craft or paint items is required, the hirer is required to supply their own washing up bowl.* The kitchen one is not to be used in order to avoid cross-contamination. Failure to leave the washbasins and kitchen clean after such activities will result in a cleaning charge.

21. Clearing Away:

The time you book the hall for must allow time for clearing up:

- Tables to be wiped before stacking. Chairs to be returned to original location and placed in stacks (see Appendix 1)
- Any items temporarily removed from their usual location must be properly replaced back.
- Any bar for the sale of alcoholic drinks should be closed early enough to allow time for "drinking up" and clearing away.
- The floor to be swept as necessary. Any spills must be mopped up. Brooms, mops and dustpan/brushes are kept in a cupboard in the kitchen.
- Non-recyclable rubbish should be put in the outside dustbin in the car park. Please take glass, plastic and paper to a recycling point. Any rubbish that will not fit into the bin should be taken away. The car park should be checked and cleared of any rubbish left by guests.
- The refrigerator should be cleared of any of the Hirer's unwanted items.
- All toilets and washbasins to be left in a clean and tidy condition.
- The remains of any smoking materials removed from the designated smoking areas.

UPON LEAVING THE HALL YOU MUST ENSURE THAT:

- All taps are turned off and cookers knobs are in the off position
- All windows are closed and secured
- All lights (except EXIT signs) are switched off
- Fire exit doors have been shut and locked properly (clear instructions are on each door)
- Front and back doors are locked.

PLEASE NOTE THAT FAILURE TO COMPLY WITH THE ABOVE CONDITIONS RE CLEARING AND LOCKING UP CAN RESULT IN SOME OR ALL OF YOUR DEPOSIT BEING RETAINED BY THE PCC.

21. No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the PCC. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the PCC remain in the premises at the end of the hiring. It will become the property of the PCC unless removed by the Hirer who must make good to the satisfaction of the PCC any damage caused to the premises by such removal.

22. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

23. Policies

The Hirer is responsible for reviewing and complying with PPC policies, including the Data Protection and Safeguarding policies. All policies are available to view and download from the PCC website (<https://holytrinityandstmargarets.co.uk/safeguarding/>)

Finally, please remember that all of the PCC are volunteers and rely on the co-operation and integrity of all Hirers to ensure that the hall and all its facilities are available to the next Hirer in the condition they would expect to find them.

Thank you for your co-operation

The Parochial Church Council of Holy Trinity, Penn
January 2026

Appendix 1

Please return chairs to rear lobby and place in stacks of 10 in the marked zone.

