







## HIRE AGREEMENT for the use of SwH CHURCH HALL

This Agreement is made on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_

between \_\_\_\_\_ (the "Hirer"), and the Trustees of The Elspeth J. Thompson Memorial Trust (Slyne-with-Hest Church Hall).

The Trustees agree to permit the Hirer to use that part of SwH Church Hall designated below for the purposes, period(s) and at the fee described below, namely:

1. Purpose of Hire:
2. When required: \_\_\_\_\_ (eg 2<sup>nd</sup> Tuesday of month in term time)
3. Dates of Hire: from  / /  to  / /  4. Session Times: from to
5. Description of room(s) to be hired:  
Main Hall  Café  Meeting Room  Access to kitchen 
6. Hiring Fee: per hour  
(Current hourly fees are Main=£12.50 Café=£7.50 Meeting Room=£6.50)

The Hirer:

1. agrees to be bound by this Agreement and the "General Rules for the use of SwH Church Hall" appended to this Agreement.
2. will have use of the facilities agreed at the times agreed with the Hall Booking Secretary.
3. will have the use of the facilities agreed for the sole purpose set down above. No other use may be made by Hirer of the facilities under this Agreement.
4. agrees that benefits under this Agreement are personal to the Hirer and are enjoyed by way of licence only and cannot be transferred by him/her to any other party.
5. will, 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. In addition, Hirer will indemnify the Trustees against any costs incurred as a result of

Hirer's activities leading to an Insurance claim, and will provide a deposit as decided by the Trustees.

6. shall not use the premises for any purpose other than that described in the hiring agreement 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 to do anything or bring on to the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
7. shall not make any alteration in the decorations of the Premises nor affix anything to the walls of the Premises without the prior written consent of the Trustees.

### This Agreement

1. is made on behalf of the Trustees of The Elspeth J. Thompson Memorial Trust (Slyne-with-Hest Church Hall).
2. shall continue until // unless previously terminated by either party giving one month's notice in writing, except as allowed for under the "General Rules".
3. may be considered for extension provided that application is made more than one month prior to the expiry of this Agreement.
4. may be terminated without notice by the Trustees should there be any breach by the Hirer of the terms and conditions of this Agreement.
5. supersedes any previous agreement made between the parties or their predecessors.

### Special Conditions of Hire

#### 1. Substitution:

Where a substitute is to be in charge of an event, (for example, absence on holiday of the Hirer) notice must be given to the Trustee Secretary in advance.

#### 2. Health, Safety and Fire:

The Trustees have, as part of the General Rules, published their generic Fire and H & S Risk Assessments for use of the Hall (appended to this document). On the advice of Lancashire Fire and Rescue Service, and to comply with Statutory legislation, Hirer must carry out their own assessments of Fire and general H & S risk for their activities in the Hall.

#### 3. On leaving the Hall:

- 3.1. The Hall shall be vacated by the Hirer at the end of the time booked and left in a clean, tidy and secure state with all doors and windows securely locked, and all electric and other appliances used by the Hirer and all water taps properly turned off.
- 3.2. If used, the kitchen must be left clean and tidy. Any crockery used must be washed and put away, all chairs and furniture stacked or returned to the

position in which they were found.

3.3.Toilets should be left clean and flushed.

3.4.After use tables should be stored correctly in the Storage Room in the positions indicated.

3.5.All waste bins within the Hall shall be emptied into appropriate Council bin, sited to the rear of the Hall.

3.6.Ensure that a minimum of noise and disturbance occurs to avoid nuisance to those living close-by.

Signed on behalf of the

Trustees Hirer \_\_\_\_\_ (Print name) \_\_\_\_\_

(Print name) \_\_\_\_\_ Date \_\_\_\_\_ Date

\_\_\_\_\_

## **General Rules**

**For Use Of SwH Church Hall The Elspeth J. Thompson Memorial Trust**

**(Slyne-with-Hest Church Hall) Registered Charity No 1175313**

Chair: Mrs M Hallam Secretary: Mr C Elley

### 1. General:

1.1. SwH Church Hall belongs to The Elspeth J. Thompson Memorial Trust (Slyne-with-Hest Church Hall) for the use of the Anglican and United Reformed Churches of Slyne-with-Hest and their organizations, and for the wider community. Hirers are requested to treat it with respect.

1.2. Management of SwH Church Hall is vested in the Trustees.

1.3. The Trustees reserve the right to refuse entry to individual members of the public without having to give reason.

1.4. In general, bookings will not be accepted from any person or group whose aims and objectives would bring the Churches into disrepute.

1.5. The Trustees reserve the right to inspect the Hall and any activities at any time.

1.6. Hiring of the Hall does not include the grassed area between the Hall and

St. Luke's Church which is consecrated land belonging to the Church. Use of this land will require the permission of St Luke's Parochial Church Council.

1.7. The Trustees have applied to have the Hall recognised as a FairTrade Hall, and as far as practicable all tea, coffee sugar and other goods supplied by the Trust or Hall management will be of FairTrade origin. Hirers are urged to respect this and where they supply their own tea, coffee, etc to use only goods which are marked as FairTrade.

2. Hours of opening: The Church Hall is available for use from 8.30am to 10pm daily. The Church Hall may be used outside these hours only with the written consent of the Trustees.

3. Booking: 3.1. Application for use of the Church Hall shall be made by email to [swhchurchhall@gmail.com](mailto:swhchurchhall@gmail.com). Such application will be reviewed and approved by the Trustees or their appointee.

3.2. The right to refuse any application for the use of Church Hall facilities is reserved to the Trustees or their appointee, provided that such action is reported to the next meeting of the Trustees.

3.3. The Trustees may refuse an application to use the Hall if the use by an organisation or individual presents a risk of public disorder or of alienating the Trust's beneficiaries or supporters.

4. Fees: 4.1. Fees will be as set out in the Booking agreement and should be paid to the Trustees or their appointee unless otherwise advised.

4.2. The Trustees will normally review charges for the Hall facilities on an annual basis in January. Any changes will be advised to Hirer prior to implementation.

## 5. Licences:

5.1. The Church Hall is applying for a Premises Licence. Details of the provisions of the Licence will be obtainable from the Trustee Secretary, or by consulting the copy in the Church Hall.

5.2. There are neither Copyright or Music licenses to cover reproduction of recorded music for events. If music is to be used in connection with any activity, it is the responsibility of the Hirer to check whether licences are required for any of their proposed activities and if necessary to obtain these at their own expense.

5.3. Neither the Hall nor the Trust possesses a TV licence, and for any use of devices (e.g., iPhone, iPad, etc) which relay broadcast television, reproduction of which requires a licence, Hirer must have a valid TV licence.

5.4. Hirer is responsible for any costs, expenses, damages, etc., arising from breach of copyright of any nature arising from their activities.

## 6. Insurances:

6.1. The Trust hold insurance cover against any claims arising from their own negligence.

6.2. The Hirer shall indemnify the Trustees for the repair of any damage done to any part of the Hall including the exterior area or the contents of the building during or as a result of Hirer's activities. This indemnity will include claims by Third Parties. A deposit to cover any Insurance excess on the Trust's Policy may be requested.

6.3. Church Groups must have approval from either St. Luke's PCC or the URC Church Meeting in order that the activity is covered by the Church's Insurances. Otherwise the Group must have their own liability insurance.

6.4. Outside groups using the Hall must have their own liability insurance, and sight of the policy or schedule and receipt for premium paid will be required prior to commencement of the Hire (a copy of these documents may be taken for record purposes). It may be possible to arrange an extension to the Hall Insurance to cover the activities of outside groups, but acceptance of this is at the discretion of the Insurer and any extra premium will need to be met by Hirer. Any excess payable as part of a claim arising from Hirer's activities will be charged to Hirer.

6.5. Individuals making bookings, for example for children's parties, will be covered by the Hall Insurer provided that the hire is not for use by an organised group. Any outside entertainers, etc will still need to provide third party insurance cover to the Hirer.

6.6. In the event of any incident or allegation of incident, it is Hirer's

responsibility to inform their Insurer. Hirer must also inform the Trust or their appointee approving the booking, in writing of any such incident or allegation.

#### 7. Capacity:

The maximum number of people allowed in the various parts of the Hall (including Hirer and helpers) are as follows: Main Hall: 150, (cinema type seating arrangement), Cafe Lounge: 40, Meeting Room: 20 and on no account shall these numbers be exceeded. 8. Health and Safety, etc. requirements: The Trustees will endeavour to ensure that the Hall and equipment are kept in good order, and will provide generic Risk Assessments for Fire and General Health and Safety (attached to this document). However, Hirer MUST carry out risk assessments appropriate to the activity for which the Hall is being hired. It should be noted that this requirement is based on Statutory legislation and advice from Lancashire Fire and Rescue Brigade. Copies of such Risk Assessments must be given to the Trust or their appointee, to whom any concerns or issues must be reported. Nothing shall be done which will endanger the users of the building, and the policies of insurance relating to it and to its contents. In particular:

8.1. the Hall is a No Smoking area, this extending to the Car Park in front of the Hall, and to the landscaped area to the Manor Close path;

8.2. obstructions must not be placed in gangways or exits, nor in front of emergency exits which must be immediately available for free public exit;

8.3. fire-fighting appliances shall be kept in their proper place and only used for their intended purpose;

8.4. the Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Trust or their appointee;

8.5. in case of emergency the nearest payphone is located adjacent to the Post Office on Manor Lane. It is highly recommended that Hirer should have a mobile phone available for emergency calls.

8.6. highly flammable substances shall not be brought into, or used, in any part of the premises;

8.7. no internal decorations of a combustible nature shall be undertaken or erected without the consent of the Trustees;

8.8. heating of the Hall is by an underfloor system, and the controls on the heating system must not be altered;

8.9. no unauthorized heating appliances shall be used on the premises;

8.10. the First Aid box, located adjacent to the hatch in the kitchen, shall be readily available to all users of the Hall. The Booking Secretary shall be informed of any accident or injury occurring on the premises and any use of the First Aid box;

8.11. all electrical equipment brought into the building shall comply with the

current Electricity at Work Regulations and have PAT test tags. Evidence of testing may be requested prior to any use;

8.12. all relevant food health and hygiene legislation and regulations must be observed. In particular, where the Hirer prepares or has food prepared within the kitchen or anywhere else for cooking on the premises. Food prepared elsewhere and brought into the Hall may be kept hot whilst awaiting serving (for example, hot-pot suppers).

8.13. Because of the nature of use of the Hall and the kitchen facilities. no guarantee can be given as to the presence or otherwise of any allergens, and any kitchen user must assume that the kitchen equipment is NOT allergen-free.

8.14. Children are not allowed in the kitchen except under very close supervision.

## 9. Supervision:

9.1. The Hirer or primary person in charge of the activity shall not be under 18 years of age, and shall be on the premises for the entire period of hire, or duration of the activity.

9.2. The person in charge shall not be engaged in any duties which prevent him/her from exercising general supervision.

9.3. Standing instructions for action in event of fire are posted on the Hall notice board. All persons in charge or on duty must be informed of the

procedure for evacuation of the premises and be familiar with the fire-fighting equipment available.

9.4. Hirer is responsible for setting up rooms or Hall in the format required, and for putting seats, tables etc back into the correct storage area after use.

## 10. Safeguarding

10.1. The Trustees operate an active Safeguarding Policy for children and vulnerable adults. All activities must conform to appropriate Children Act supervision requirements, and other current appropriate legislation, and groups/individuals must have and must operate to their own individual supervisory regulations.

10.2. Hirer is required to complete the appropriate Appendix (1 or 2, depending on the organisation) to this document prior to the commencement of any hire.

## 11. Keys:

11.1. Keys for the Hall are normally made available to Hirer from a key case adjacent to the main door. There will be 2 key cases and Hirer will be given access to only one, for which Hirer will be given a code number. The key must be removed to unlock the door, and then replaced in the case, the cover closed and the combination number jumbled immediately.

11.2. For long term hires, the Trust may issue a key to the Hall to be retained by Hirer for the duration of the hire agreement. This key must be kept safe at

all times and must not be identifiable (e.g., with a name tag showing the name of the Hall).

11.3. Keys must not be passed on to a third party, nor may duplicate copies of keys be made. Loss of keys must be reported immediately to the Trust Secretary. A charge will be made for replacing lost keys.

11.4. Keys (except those replaced in the keycase) must be kept in the possession of the keyholder at all times while in the building, and must not be left in doors or lying around.

11.5. Hirer is responsible for checking that all fire doors are securely locked at the end of the activity and for locking the main door. The door key shall be returned to the keycase after use and the combination number jumbled.

12. Storage and personal property:

12.1. The Trustees cannot accept responsibility for damage to, or the loss or theft of property and effects belonging to Hall users.

12.2. The Trustees may grant permission for the overnight storage of goods and equipment brought to the Hall for a particular function or event. However, permission must be obtained before goods or equipment are left or stored at the Hall for longer periods. Any such storage will be at user's risk, and appropriate insurances should be taken out by the owner.

13. Betting, gaming and lotteries: No collections, betting, gaming or lotteries

shall be conducted in the Hall unless conducted as fund-raising (e.g., small raffles or tombolas), without the permission on the Trustees.

14. Car Parking: Parking space in front of the Hall is limited. Hirer should therefore encourage users to park on adjacent roads, thus reserving space in the Car Park for disabled users. Hall users should be encouraged to park with care and consideration for other road users and those living close to the Hall, especially when leaving during the late evening or at school leaving times.

15. Intoxicating liquor and drugs: There is no Liquor Licence held by the Trust. No intoxicating liquors are permitted to be bought or sold on any part of the premises without the prior permission of the Trustees. Sales must only be carried out by the holder of a Personal Licence. In particular, alcohol shall not be served to any person deemed to be intoxicated or under the age of 18. No illegal drugs or substances shall be brought onto the Hall premises, including the adjacent land.

16. Nuisance:

16.1. Hirers of the Hall are responsible for ensuring that the noise level of their activities is not such as to interfere with other activities which may be going on elsewhere in the Hall, and not to cause inconvenience for the occupiers of nearby houses. This is especially the case where events are allowed to carry on past the normal 10 pm finish time.

16.2. Use of explosives, pyrotechnics and fireworks which could cause

disturbance to surrounding properties is not allowed either inside the Hall or on the land adjoining.

16.3. Litter must not be left in or about the Hall or Car Park, and must be tidied away into the waste bins provided. All waste bins within the Hall shall be emptied into appropriate Council bins, sited to the rear of the Hall, at the end of Hirer's activity. The Council bins must not be brought into the Hall.

16.4. Except for trained guide dogs for the blind, animals are not permitted in the Hall except with the prior permission on the Trustees.

17. Cancellation:

17.1. All arrangements for the use of the Church Hall facilities are subject to the Trustees reserving the right to cancel bookings when the premises are required for special events as determined by the Trustees, in which case the Trust's liability will be limited to the refund of the hire charge.

17.2. In case of cancellation by the Hirer, the hirer may be liable to pay the total hire charge to the Trust. Should Hirer wish to cancel the booking prior to the date of the event and Trustees are unable to determine a replacement booking, the question of payment or repayment of fees shall be at the discretion of the Trustees.

17.3. The Trustees reserve the right to cancel immediately any booking in the event of any breach of these Rules or of the Hiring Agreement without any repayment of any fees.

18. End of Hiring period: At the end of each hiring period the Hirer shall ensure that:

18.1. All areas of the Hall being used are to be left in a clean and tidy condition, and any equipment temporarily moved from its normal or storage position is replaced.

18.2. All spills are mopped up.

18.3. All chairs and tables which have been used shall be neatly stacked away, ensuring that chairs are not dragged over the floor.

18.4. All electrical system (lights, sockets, etc) are switched off.

18.5. All windows, internal doors, and fire escape doors are closed and locked where appropriate.

18.6. All rubbish is removed (see 16.3 above).

18.7. Premises are secured and locked. Appendix 1: Groups and Individuals hiring SwH Hall Safeguarding (Child and Vulnerable Adult Protection) The Trust has and operates an active Safeguarding Policy, in accordance with the requirements laid down by legislation on the protection of children and vulnerable adults. As owners of the property, the Trustees are anxious to ensure that all children and other vulnerable people using our premises are safe. The Trustees draw your attention to the need for you to ensure that children and vulnerable adults for whom you are responsible are also safe. The

Trustees are insured against Public Liability, but are not responsible for the actions of hall users. Please make sure that you -

- Know where the fire exits and fire extinguishers are
- Know where First Aid equipment is available if you do not provide your own
- Report any safety hazard to the Hall Manager as soon as possible
- Make sure that you have sufficient adults present at all times to supervise children present at your activity
- Make sure that children are not allowed onto the premises before the appropriate adults arrive or are left at the end of your event

The Trustees wish it to be clear that the care of children and other vulnerable people attending your event is your responsibility. Your use of the Hall is conditional upon this. You may wish to take this into account in considering insurance as well as safety. If you wish to examine a copy of the working with children policy to assist you in deciding on your own arrangements, please ask the Hall Booking Secretary. Please complete the attached form and return it to the Trustee Secretary before you use the Hall.

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Name and Address of Organiser (Please Print)

I understand that the care and safety of children, young people and vulnerable adults attending events I organise is my responsibility. I have received a copy of the document explaining that this is so, and I accept that the use of the Hall is dependent on this. Signed .....Date

## **Safeguarding Policy – SwH Church Hall**

### Introduction

Nothing is more important than the welfare of children, young people and vulnerable adults. Whilst it is parents and carers who have primary care, any organisation working in this area has specific duties to safeguard and promote the safety and wellbeing of children, young people and vulnerable adults.

Safeguarding means protecting a person's right to live in safety, free from abuse and neglect, whether child, young or vulnerable adult . People have complex lives and being safe is only one of the things they want for themselves. The Trustees do not, except as individuals and through other organisations, have direct contact with people in this group but does provide a place where they meet, under the guidance and control of other organisations. The Trustees recognise that they have a duty of care to all who come into and use the Hall, especially those who because of age, whether young or old, need additional care. Our commitment We are committed to:

- The care, nurture, and respectful treatment, of all children, young people and all adults;
- The safeguarding and protection of all children, young people and all adults.
- Establishing a safe, caring environment where victims of abuse can report or disclose abuse and where they can find support that contributes to the

prevention of abuse To this end: • We will carefully select, support and train all with any responsibility within the Trust. • We will respond without delay to every complaint made, that any adult, child or young person may have been harmed, cooperating with the police and local authority in any investigation. • We will seek to offer informed care and support to anyone who has suffered abuse, developing with them an understanding the needs of those who have been abused, including their feelings of alienation and/or isolation. • We will seek to protect survivors of abuse from further harm and abuse. • We will seek to challenge any abuse of power, especially by anyone in a position of respect and responsibility, where they are trusted by others. • We will seek to offer care and support, up to and including supervision and referral to the appropriate authorities, to any person coming into the Hall who is known to have offended against a child, young person or vulnerable adult. In all these principles we will follow legislation, guidance and recognised good practice.

## **ACTION IN CASE OF FIRE**

1. Evacuate building either via the main doors or the emergency door on the South side windows (Manor Place side) and assemble on the grass between Manor Place and Shady Lane. If the nature or location of the fire makes this impossible, the assembly point is on the grassed area in front of St. Luke's Church.
2. Telephone for the Fire Brigade—Dial 999 and say that the fire is at Slyne-with-Hest Church Hall, next to St. Luke's Church, Shady Lane, Slyne-with-Hest, LA2 6JL. The nearest public telephone is outside the Post Office on the Manor Road - Manor Lane junction, approximately 200 m. from the Hall.
3. Carry out roll call. Arrange for someone to meet the Fire Brigade and tell the Officer in charge if anyone is unaccounted for.
4. DO NOT re-enter the building until it is declared safe by the Fire Brigade official.
5. Notify the Trust Secretary (Tel 07770264355) and/or other Trustees as soon as possible.

Notes

1. Only small fires should be tackled with the Fire Extinguishers provided.

Instructions on how to use them are printed on the side of the extinguisher, if using please ensure you are using the correct one for the type of fire.

2. The building must be evacuated in the event of any fire, no matter how small.