HIRING AGREEMENT - 2023

St John's the Baptist, The Green, Stadhampton, Oxon OX44 7UA

UPDD01012023KJ

1. INTRODUCTION

The Parochial Church Council (PCC), by law, is responsible for the financial affairs of the village Church and the care and maintenance of the Church fabric and its contents. As the Village Hall sits within the Church, the Village Hall Management Committee (Committee) is working on behalf of the PCC.

Through this written Hiring Agreement, the Committee requires all Hirers to comply with these terms and conditions of hire. A Hirer's signature will be deemed as acceptance of these terms and conditions.

The Committee will always endeavour to provide premises safe for public use.

The Booking Clerk will draw the attention of all Hirers to these terms and conditions, to acquaint Hirers with the locations and use of the fire and first aid emergency equipment, evacuation procedure and to the need for the Hirer to avoid the creation of any public nuisance during the event for which they are responsible.

The PCC through the Committee shall not be held in any way responsible for the loss, damage, theft or accident to persons or their property within the village hall beyond its legal responsibility as owner of the building.

The Village Hall (in normal circumstances) includes the following features:

- Seating & tables; the capacity of the hall is a maximum of 100 people when laid out in theatre style and approximately 60 seated at tables, see also Policy no. 1 (Safety Guidance) about other layouts;
- Toilet facilities including an accessible toilet and baby change facilities;
- Kitchen; inc ceramic hob, electric oven, microwave, refrigerator, dishwasher and crockery (for 40)
- Wi-Fi;
- Audio Visual system (incurs a separate charge).

2. TERMS AND CONDITIONS OF HIRE

2.1 Application

No agreement or contract of hire will exist until the application has been approved and confirmed by the Booking Clerk. The contract will be terminated if all payments are not made before the hire date (unless an alternative arrangement has been made and approved). Applications from persons under the age of 18 will not be accepted.

2.2 <u>2023 Cost of Hire</u>

Charges for the hire of facilities will be in accordance with the rates published below:

- £13/hour Non-commercial use
- £20/hour- Commercial use
- AV system flat fee of £20
- £35 Cleaning fee NB ALL Saturday evening events and/or by request at other times.

2.3 Cancellations

The management reserves the absolute right to refuse or cancel a booking at its own discretion. Please note it may be necessary to cancel a booking for church use, for example a wedding or a funeral. Notice will be given.

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Cancellations by the Hirer must be notified in writing to the Booking Clerk as soon as possible and at least one month (four weeks) before the event date in order to receive a 100% refund of the deposit. After this time the refund is at the discretion of the Booking Clerk and you may be invoiced a cancellation fee.

2.4 Complying with the Law

If a licence of any type is required for a planned activity this must be discussed with the Booking Clerk at the time of booking. The Hirer is responsible for acquiring any licences needed. If in any doubt - please discuss with the Booking Clerk.

2.4.1 Sale of Alcohol

The hall is limited to 15 temporary bar licenses (TENS) per year; therefore, if a Hirer intends to sell alcohol or ask for donations for alcohol, at an event the Hirer must ask the Booking Clerk how many TENS have already been issued. If they wish to apply for a licence, they must submit an application for a Temporary Event Notice (TEN) to South Oxfordshire District Council (SODC) as soon as possible. If a TEN is approved the Hirer must submit the license number and a copy of the receipt to the Booking Clerk before the event takes place.

[SODC Link: https://eform.southoxon.gov.uk/ebase/ufsmain?formid=TEN&SOVA_TAG=SOUTH&ebd=0&ebz=1_1543413306759]

2.4.2 Alcohol on the Premises

Alcohol is not to be supplied to anyone less than 18 years of age. Persons under the age of 18 years may be provided with a soft or non-alcoholic drink but not a low alcohol drink.

Alcohol is not to be supplied to anyone who appears to be drunk or who is buying for someone who appears drunk. Drunk and disorderly behaviour must not be permitted and if someone refuses to leave when asked politely to do so warn him or her that they are committing a criminal offence. In the event that they refuse to leave when asked, call the police for assistance but for safety reasons do not attempt to remove them.

2.4.3 Illegal substances

Illegal substances are not to be brought into the premises.

2.5 Safety and Security of Premises and Persons

It is a safety requirement that any entertainment planned for an event must be agreed with the Booking Clerk before it goes ahead.

- 2.5.1. <u>Security Keys</u> The Hirer is responsible for arranging the collection and return of the keys and their safe keeping whilst in the Hirer's possession. **The building is never to be left unlocked or unattended.**
- 2.5.2 <u>Smoking</u> All rooms and areas within the building are **designated No Smoking** areas. The **designated smoking area is outside the north door** (the external door nearest to the kitchen) and smoking is not permitted elsewhere.
- 2.5.3 <u>Fire Exits</u> All fire exits are not, under any circumstances, to be obstructed by furniture or other items see also Policy No. 1 (Safety Guidance)
- 2.5.4. Access to Premises the Hirer is also responsible for maintaining the security of the premises during the period of hire, ensuring that only those with a legitimate connection with the Hirer or those authorised by the management committee have access
- 2.5.5. Electrical Equipment the Hirer is responsible for ensuring that any electrical equipment they

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intend to bring in to use on the premises is safe to use. (Ideally passed and been labelled as passed its Portable Appliance Test (PAT) for electrical safety within the last 12 months).

- 2.5.6. Excessive Noise the Hirer shall ensure that the minimum of noise is made on arrival and departure particularly late at night. Car doors, music with a heavy beat and loud voices can disturb local residents. The Hirer shall ensure that noise produced by the event shall not cause a nuisance. Failure to do so will result in the non-return of the deposit fee.
- 2.5.7. <u>Car Parking</u> the Hirer is solely responsible for the behaviour of all people attending the function and for ensuring that any vehicles are parked in such a way as not to cause obstruction or nuisance to nearby residents.
- 2.5.8. First Aid the Hirer is responsible for ensuring that, a trained First Aider is available for the event (if warranted HSG195 'The Event Guide'). In an emergency the First Aid kit in the kitchen may be used but in this case the Hirer shall inform the Booking Clerk the next day of the incident and of the items used from the kit. All accidents must be recorded in the Accident Folder kept in the kitchen the left corner cupboard above the hob.
- 2.5.9. Child and Vulnerable Persons Policy the Hirer is responsible for ensuring that all events (other than private parties) involving children and/or vulnerable persons have a suitable child and vulnerable persons policy in place prior to the event to and ensure all relevant guidance and regulations are complied with. Hirers can refer to the NSPCC (www.nspcc.org.uk) or Action on Elder Abuse (www.elderabuse.org.uk) amongst others, for further details.
- 2.5.10. <u>No use of nails/pins into the walls</u> The Hirer is responsible to ensuring that no nails or pins are placed into the walls or masonry.

2.6 Closing and Vacating The Premises

- 2.6.1 <u>Time</u> All entertainment must have ceased and guests have vacated the premises no later than 11.45pm (unless by special arrangement with the management committee).
- 2.6.2 <u>Breakages and Damages</u> The Hirer is responsible for all damage to the building, equipment, furniture and property in the building or grounds occurring during the period of the hiring, or while people are entering or leaving the building pursuant to the hire, however, and by whomsoever caused. The Hirer will be responsible for replacement 'as new' of any equipment, furniture or property and the full cost of making good any damage to the building or grounds, fixtures and fittings.
- 2.6.3 <u>Cleanliness</u> A cleaning fee will be included for the hire of the hall on Saturday evenings because of early morning church services.

For all other occasions the Hirer shall ensure that the premises are left in a clean and tidy condition for the next Hirer. This shall include:

- The kitchen and toilets being left in a reasonable condition of cleanliness
- · All floor spillages cleaned up and the floor swept
- Tables and chairs being wiped down and put away as found (not in vestry or on altar)
- All rubbish cleared away, i.e. bin bags put into the bins in the Church drive.

If the wheelie bins are full please take any excess rubbish home with you. Please do not over fill the bins and do not leave rubbish beside the bins.

Failure to meet the above requirements will result in cleaning costs being charged to the Hirer.

- 2.6.4 **Security** The Hirer shall ensure that the premises are left safe and secure with:
 - all doors and windows closed;
 - all electrical and other appliances turned off;

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• a 'walk-around' check to ensure that all persons have left the property.

2.7 Payment

Full payment is due 14 days before the event. For 'one off' events, a returnable deposit for £100 will be taken at the time of booking. This will be returned at the end of the hire if no damage/extra cleaning is caused and there are no complaints of noise from neighbours.

2.9 Contacts

Booking Clerk: <u>stadhamptonvillagehall@gmail.com</u>
PCC Treasurer: Michael Pawley - Tel. 07795 180795

Other information available (please ask the booking clerk):

Weddings/Naming Celebrations
Use of the hall facilities following a specific church service i.e. baptism
Catering suppliers

Advertising your event/activity:

Stadhampton village magazine, contact editors - stadhampton Weekly Email - ken@whereer.com
Facebook Stadhampton Village group

3.0 Before You Leave Checklist

Please use this list to check the hall is left clean and tidy, and to ensure you receive your full deposit back:

Kitchen

- o surfaces wiped down
- o fridge emptied (use the food bins or if no food bags, please take food stuffs with you)
- o floor cleaned
- o dishwasher emptied (if unable to do so, please advise booking clerk so aware)

Toilets

- o Toilets checked flushed
- o Floors clear of tissue, hand towels, other, etc.
- o Bins emptied if overflowing (bin bag replaced if needed)

NB Toilets lights are on a timer, ensure door closed and they will automatically switch off after a set time (c.10 minutes).

Hall

- Floor swept please check corners and under chairs (remove any stubborn stains)
- Carpet by front door hoovered (please put any stones from the pathway back outside).
- Chairs and tables returned to their storage place

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General

- If using the AV system, please remember to switch off and turn off at the mains, ensuring all doors closed after use.
- The pathway lights have an on/off switch as well as a timer knob remember to switch off and press timer if need light to get to parking.
- o Turn off main lights (including white light switch for front door lamp)
- Take any large rubbish items with you do not put anything beside the large bins on the pathway.

Any issues on arrival, please take photos and contact the booking clerk.

Deposits are returned once the hall has been checked by booking clerk or church wardens.

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Booking Form for Village Hall at St John's, Stadhampton

Name:	
Organisation:	
Address:	
E-mail address:	
Telephone:	
Date/s & Time:	
Туре:	
Number of guests:	
Requirements:	
transfer to the village had Deposit <surname><0 Lloyds - Bank Sort: 30-9 Stadhampton Village Had Full payment is due 14 No agreement or contra</surname>	and/or complaints from neighbours. You can pay via bank all account, please reference your payment as follows date of your event> i.e. Deposit SMITH 011223, thank you: 96-35 Account: 63642668. Cheques made payable to all and passed to the Booking Clerk at the time of booking. It days before the event.
	ng Clerk. The contract will be terminated if any payments are not date (unless an alternative arrangement has been made and
the premises will comply of persons using the pre I understand that I wi	d understood the conditions of hire and will ensure persons using with these conditions. I agree to be responsible for the behaviour emises and will ensure that the premises are left in good order. It responsible for obtaining any licences, permissions and/or beyond the public liability insurance held by the PCC.
	Date