



St Mark's Church

to love, to serve, to give, to all - in Jesus' name

St. Mark's Community Hall Hiring Agreement – Regular Booking

DATE:

PARTIES:

- (1) St Mark's Community Hall named in clause 1.2
- (2) The person or organisation named in clause 1.3 ("Hirer")

AGREED as follows:

1. In consideration of the hire fee described in clause 1.4, St. Mark's Community Hall agrees to permit the Hirer to use the premises for the purpose described in clause 1.5 for the period(s) described in clause 1.1. The details inserted in sub-clauses 1.1 to 1.5 below and the answers to the questions in sub-clause 1.6 and clause 2 are terms of this agreement. This Hire Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

1.1 Date(s) required:

Day(s)			
Time(s)			

Start Date:

1.2 St Mark's Community Hall

- (a) Registered Charity Number: 1173998
- (b) Church Representative Name: Teresa Nivison.....
St. Mark's Church, Ramley Road, Pennington, SO41 8GQ. 01590 672896

1.3 Hirer

- (a) Name:
- (b) Organisation:
- (c) Name of Organisation's Authorised Representative:
- (d) Address:
- (e) Contact Telephone Numbers:
- (f) Contact Email Address:



Web: www.penningtonchurch.uk
Email: enquiries@penningtonchurch.uk
Telephone: 01590672896
 St. Mark's Church, Ramley Road, Pennington, Lymington, Hampshire,
 SO41 8GQ



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1.4 Hire Fee

Hourly charge for regular bookings: £13 per hour (to be reviewed as necessary)
Booking Deposit: The first month's booking to be paid in advance.
Thereafter, hire fees to be paid monthly, on receipt of invoice.
Invoices issued middle of the month to cover calendar month.

The hall needs to be booked for the duration of the Hirer's use of the hall, including setup and clear up times for any classes the hirer may hold. St. Mark's Community Hall will keep a 30 minutes gap between consecutive bookings.

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced. All litter needs to be removed by the Hirer at the end of their booking. If this is not done to an acceptable standard St. Mark's Community Hall shall be at liberty to apply an additional charge for cleaning.

1.5 Cancellation Terms

Cancellations made more than 14 days before your bookings/class takes place are fully refundable/not chargeable. Cancellations made within 14 days of the class need to be paid in full (unless under exceptional circumstances agreed with St. Mark's Community Hall).

1.6 Termination of Agreement

One month's notice, in writing, needs to be given, to terminate your booking.

1.7 Purpose/Description of Hiring:

Is this for Commercial Use?	Yes	No
Will this be a public/private event?	Public	Private

If Public, would you like information about your activity, your contact details and your own website to be listed on St Mark's Website? If so, please provide the details below:

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1.8 Kitchen facilities are available to use at the hall with prior agreement. The Hirer needs to provide their own refreshments and ensure that everything used in the kitchen is cleaned and put away at the end of their booking. All food waste needs to be removed by the Hirer at the end of their booking.

2 Will alcohol be available at your event? Yes No

If you answer 'yes' to the above question, you will need to seek written permission from St Mark's Church and arrange for a Temporary Event Notice (TEN) to be in place if applicable. Evidence of such must be shown to St Mark's Church before the date of your event.

2.1 Where a licensable event is to be held for which the premises are not licensed, the Hirer shall be responsible for obtaining such authorisation as may be needed.

2.2 The Community Hall has a licence with the Performing Rights Society for the performance of copyright music.

2.3 In order to hold a licensable activity not covered by St Mark's Community Hall Licence, a Temporary Event Notice (TEN) will need to be given to the licensing authority. The Hirer shall obtain the written consent of the management for this purpose before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by St. Mark's Community Hall and local voluntary organisations.

3 The Hirer agrees with St. Mark's Community Hall to be present (or their authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

4 It is hereby agreed that the Standard Conditions of Hire together with any Special Conditions of Hire shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between St. Mark's Community Hall and the Hirer.

5 None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

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Signed by the person named at 1.2 (b) above, duly authorised, on behalf of St. Mark's Community Hall

Date:

Signed by the person named in 1.3 (a) above or at 1.3 (c) above, duly authorised, on behalf of the organisation named at 1.3 (b) above, where applicable.

Date:

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Standard Conditions of Hire

These standard conditions apply to all hiring of St. Mark's Community Hall. If the Hirer is in any doubt as to the meaning of the following, St Mark's Church should immediately be consulted.

1. Supervision

The Hirer shall, during the period of the hiring, be responsible for: 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 St Mark's Church, 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.

2. Use of Premises

The Hirer 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 do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

3. 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.

4. Licences

The Hirer shall ensure that St. Mark's Community Hall holds a Performing Rights Society Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television, smart phone or by performers in person. If other licences are required in respect of any activity in St. Mark's Community Hall the Hirer should ensure that they hold the relevant licence or St. Mark's Community Hall holds it.

5. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority 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.

a) The Hirer acknowledges that they have received instruction in the following matters, and that they will advise the attendees at the start of the hire:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Community Hall.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.

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- 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.

b) In advance of an entertainment or play the Hirer shall 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.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

6. Means of Escape

- a. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- b. the emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

7. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to St Mark's Church.

8. Health and Hygiene

The Hirer, shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. For safety reasons children must never be allowed in the kitchen.

9. Electrical Appliance Safety

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. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety. No electrical equipment that has not been PAT tested must be used or brought into the Community Hall.

10. Indemnity

- a. The Hirer shall indemnify and keep indemnified all St. Mark's Community Hall employees, volunteers, agents and invitees against:
 - i. the cost of repair of any damage done to any part of the premises including the curtilage (car park and land surrounding the hall) thereof or the contents of the premises
 - ii. all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
 - iii. all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- b. The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10a) and all claims arising as a result of the hire

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and on demand shall produce the policy and current receipt or other evidence of cover to the St Mark's Church. Failure to produce such policy and evidence of cover will render the hiring void and enable St Mark's Church to rehire the premises to another hirer.

- c. St. Mark's Community Hall is insured against any claims arising out of its own negligence.

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to St Mark's Church as soon as possible and complete the relevant section in St. Mark's Community Hall accident book. Any failure of equipment belonging to St. Mark's Community Hall or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. St Mark's Church will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

12. Explosives and Flammable Substances

The Hirer shall insure 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 St Mark's Church. No decorations are to be put up near light fittings or heaters.

13. 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 St Mark's Church. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the Community 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 immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

15. 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 St. Mark's Community Hall. No animals whatsoever are to enter the kitchen at any time.

16. 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 St. Mark's Community Hall 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.

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17. 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. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on the Manufacturer's Recommended Retail Prices.

18. Cancellation

If the Hirer wishes to cancel the booking more than 14 days before the date of the event there will be no charge. If the Hirer wishes to cancel the booking within 14 days of the event, St Mark's Community Hall will charge for the booking.

St. Mark's Community Hall reserves the right to cancel a hiring by written notice to the Hirer without explanation. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but St. Mark's Community Hall 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 leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced. If this is not done to an acceptable standard St. Mark's Community Hall shall be at liberty to apply an additional charge for cleaning. All refuse, including food and empty containers are to be taken away and NOT left inside or outside the building.

20. Noise

Please note this is a residential area and the Hirer shall ensure that noise is kept to a minimum 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.

21. Stored Equipment

St. Mark's Community Hall accepts 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 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.

St Mark's Community Hall may, in its discretion in any of the following circumstances, namely:-

- a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended, dispose 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.
- b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring, dispose of any such items by sale or otherwise

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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.

22. 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 St Mark's Church. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of St Mark's Church, remain in the premises at the end of the hiring. It will become the property of St. Mark's Community Hall unless removed by the Hirer who must make good to the satisfaction of the St Mark's Church any damage caused to the premises by such removal.

23. No Rights

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

24. Cleaning materials and liquids

Use those cleaning materials and liquids provided by the Community Hall. In line with the requirements of the Control of Substances Hazardous to Health, Hazard data sheets for all substances for cleaning and maintenance kept within the Community Hall are filed at the back of the Accident Report Book. Please refer to these in the event of an emergency.

25. First Aid/Defibrillator

The First Aid box is located in the kitchen. In the event of use please complete the card inside stating which items have been used. The Defibrillator is located in the hall, on the wall by the main doors.

26. Accidents.

The Accident Report Book must be completed in the event of any Accident. It is kept in the kitchen, together with the First Aid Box, on the right hand side as you enter.

27. Inventory Check

An inventory check will be made after each use. If any item is found damaged or missing the cost of replacement of this/these item/s will be charged to the Hirer. It is the responsibility of regular users to report to St Mark's Church any breakages or losses and a mutually agreeable charge will be made for replacement.

28. Maximum Attendance

In accordance with local bylaws the maximum number of persons to use the Community Hall at any time is 150.

29. Smoking

Smoking is NOT permitted.

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30. Accident/Incident Recording Procedure

Hirers are reminded that they are responsible for any accident or injury arising out of the activity, for which they have booked the premises. It is the responsibility of the Hirer to ensure that the premises are safe for the purposes for which they intend to use them.

In the event of an incident/accident occurring, then the following procedure must be followed.

The following information should be recorded:

1. Name, address and telephone number of the person(s) injured.
2. Exact time and place of the occurrence.
3. Detailed description of the accident or incident, including a description of any apparatus or equipment involved.
4. Name, address and telephone number of any witness(es) to the accident or incident.
5. Signed witness statement(s) should be obtained if possible.

A book is provided for this purpose.

The Hirer must notify St Mark's Church as soon as possible after the accident/incident, but in any event within 24 hours.

Any apparatus or equipment involved must be retained for inspection.

31. Refunds

The hirer must pay for the entire time booked. No refund to be given if event finishes early.

32. Disability Discrimination Act

In order to be compliant with the spirit of the above Act, the Hirer is advised to ensure that the rubber ramps (one permanently inside the entrance door, one to the left of the entrance doors) are always in position when the Community Hall is open. The Hirer should seek advice if in any doubt about the correct placement of the ramp.

33. Health & Safety

It is the responsibility of the Hirer to have their own Health and Safety policy in place and be able to produce the policy if requested.

34. Safeguarding

The hirer must comply with the attached Policy for Safeguarding Children, Young People and Vulnerable Adults and complete and sign the declaration. The hirer is also required to ensure that children and vulnerable adults are protected at all times, relevant staff have had appropriate DBS checks and that all reasonable steps have been taken to prevent injury, illness, loss or damage occurring. All hirers must carry full public liability insurance for this.