

ST JAMES'S CHURCH CENTRE

52 WOODBOROUGH ROAD, WINSCOMBE BS25 1BA

STANDARD CONDITIONS OF HIRE FROM 1ST JANUARY 2023

These standard conditions apply to all hiring of the Church Centre. If the Hirer is in any doubt as to the meaning of the following, the Booking Secretary should immediately be consulted.

1. Booking

All booking applications must be by using the online booking system (hallbookingonline.com/winscombe). The person making the booking will be considered the Hirer. Where an organisation is named in the application the organisation will be considered the Hirer and shall be jointly and severally liable with the person who makes the booking.

2. Supervision and Responsibility

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 danger to members of the public and obstruction of the highway.

The Hirer must ensure that there is a minimum of 2 competent attendants on duty during the event, none of whom shall be less than 18 years of age.

Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. The Hirer must comply with the legal requirements regarding the consumption of alcohol. No illegal drugs may be brought onto the premises.

As directed by the Booking Secretary, 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.

3. Special Deposit

For large one-off events the Hirer will pay a deposit of £125.00 at the time of booking. This can be in the form of a cheque which will be returned uncashed within 28 days of the event. This will be subject to any sums withheld to meet part of the hire fees or the cost of rectifying damage arising during the hiring.

4. 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 premises or render invalid any insurance policies connected with the premises.

5. Keys

The Hirer will need to collect a set of Centre keys from the Benefice Administrator and Booking Secretary on a Monday, Wednesday or Friday by arrangement. Telephone 01934 844650.

At the end of the hiring the keys may be deposited in the red letter box which is situated to the left of the Centre main entrance doors.

6. End of Hire

At the end of hiring the Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, and properly locked and secured. All chairs, tables and other furniture and equipment should be returned to where they are normally stored, otherwise the Booking Secretary shall be at liberty to make an additional charge.

7. Safeguarding

In the event that the hiring involves attendance of children and young persons under the age of 18 years, or vulnerable adults at the premises, the Hirer confirms that appropriate Child and/or Adult Protection Procedures will be in place. If the hiring is a regular arrangement it will be necessary for the leaders involved to have attended Safeguarding Training and that a certificate of their attendance can be provided. The Hirer agrees to ensure that all adults present on the premises are aware of these Procedures and will abide by them.

The Hirer confirms that, when necessary under the terms of Child and/or Adult Protection Procedures, appropriate criminal records checks from the Disclosure and Barring Service (DBS) will be carried out in respect of persons involved with children, young persons or vulnerable adults on the premises during the course of the hiring.

If the Hirer intends to care for children under 8 years of age for 2 hours or more, without their parents or carers present, they may need to register under the Children Act 1989 with the Local Authority. No booking with such a group will be formalised until evidence has been produced of its Ofsted registration, or confirmation from Ofsted that registration is not required.

8. 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.

9. Alcohol

The Church Centre is not a licensed premises and no alcohol can be sold thereon without a Temporary Event Notice (TEN) from the Local Authority. Should the Hirer wish to bring drinks onto the premises for private and moderate consumption, written notice of this is to be provided at the time of booking.

10. Licences

The Church Centre does not have a licence with the Performing Rights Society for the performance of copyright music.

The Hirer undertakes to satisfy any requirements under performing rights for the performing or playing of live or recorded music. Any Hirer who intends to play music or have a live band agrees to inform the Booking Secretary in writing at the time of booking. The Hirer undertakes to ensure that all noise is kept to a level such that neighbours are not unduly disturbed. The Hirer agrees in any event to terminate all loud noise on the premises at 23.00 hrs.

The Church Centre has a Premises Licence for the following regulated entertainment and licensable activities at the times indicated

- The performance of live music
- The playing of recorded music
- The performance of dance
- Making music
- Dancing
- Entertainments similar to those activities above.

Monday to Friday 14.30 hrs - 23.59 hrs

Saturday 14.30 hrs - 23.45 hrs

Not available on Sundays

In order to hold a licensable activity not covered by the Church Centre's Premises Licence the Hirer will need to obtain a Temporary Event Notice (TEN) from the Local Authority.

The Hirer shall obtain the written consent of the Booking Secretary before applying to the Local Authority for a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TEN's which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the Church and local voluntary organisations.

11. 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 Magistrate's Court 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 Hirer acknowledges that they have received instruction in the following matters

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall
- The location and use of fire equipment
- Escape routes and the need to keep them clear
- Method of operation of escape door fastenings
- The importance of and closing all fire doors at the time of a fire.

The Hirer shall check the following items are maintained throughout the period of Hire

- 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

Where the purpose for which the premises are hired includes dancing, the Hirer shall not cause or allow the maximum number of patrons and/or guests admitted to exceed the number specified.

12. Parking

The hire of the premises does include the use of the parking facilities. Vehicles are parked at the owners' risk. The Parochial Church Council reserves the right to ask for any vehicles relating to the hiring to be removed or prevented from parking on the site due to current or overlapping activities on the site. Care should be taken to ensure access to adjacent properties is not obstructed.

13. Smoking

The entire premises are a No Smoking Zone. For safety reasons individuals should not smoke near parked vehicles.

14. 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 the Food Temperature Regulations. There is a refrigerator in the kitchen.

15. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought onto the premises are safe, in good working order, used in a safe manner and will not overload or damage the electricity supply, circuits, wiring, sockets or switchboards.

16. Flammable Substances

The Hirer shall ensure that

- No highly flammable substances are brought into, or used, in any part of the premises
- No decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected or displayed
- No naked lights are used.

17. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the Parochial Church Council. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

18. Fixtures and Fittings

The Hirer shall not interfere in any way with the switchboard, electrical and gas appliances and amplification equipment. No pins, nails, screws or bolts may be driven into the walls, ceiling, doors or fixtures.

19. Emergencies

There is no public telephone at the hall. The Hirer must ensure they have a functioning mobile telephone available in case of emergency. It is the Hirer's responsibility to know the location of the first aid box, accident book, Church Centre's health and safety file, and the telephone numbers to contact in an emergency.

The Hirer must also familiarise themselves with the Fire Action Plan and evacuation procedure which is displayed adjacent to the Emergency Fire Exits.

20. Accidents and Incidents

The Hirer must report any accident, injury or safeguarding concern to the Booking Secretary as soon as possible. Details of any accident or incident occurring during the occupation of the premises, which did or could have given rise to injury or complaint, must be entered in the Church Centre's Accident Book. Safeguarding incidents must be notified to the Incumbent or the Parish Safeguarding Officer within 24 hours.

Any failure of equipment belonging to the Church Centre, or brought in by the Hirer, must also be reported as soon as possible.

21. Insurance

The Hirer shall indemnify and keep indemnified the Parochial Church Council and its employees, volunteers, agents and invitees against

- the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises
- 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
- 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.

In addition 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 the above and all claims arising as a result of the hire.

On demand the Hirer shall produce the policy and current receipt, or other evidence of cover, to the Booking Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Booking Secretary to rehire the premises to another hirer without paying compensation to the Hirer.

The Church Centre is insured under the Parochial Church Council's Parishguard policy against any claims arising out of its own negligence. The Hirer acknowledges that the loss of any items left unattended is not covered by this insurance.

In exceptional circumstances and for one-off events, if the private hirer has no insurance cover, the Parochial Church Council can make a decision as to whether they would be happy for insurance to be provided under their own Parishguard policy.

22. 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 or relevant to such sales.

23. Animals

The Hirer shall ensure that, with the exception of assistance dogs, no animals (including birds), are brought into the premises, other than for a special event agreed to by the Parochial Church Council. No animals whatsoever are to enter the kitchen at any time.

24. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Booking Secretary is unable to conclude a replacement booking, the question of the payment or repayment of the fee shall be at the discretion of the Booking Secretary.

The Parochial Church Council reserves the right to cancel the hiring by written notice to the Hirer in the event of the premises becoming unfit for use, or they reasonably consider that the hiring or use is unlawful.

The same right applies if the premises is required for use as a polling station, or by the NHS Blood Transfusion Service, or for the emergency use for victims of a disaster. In any such case the Hirer shall be entitled to a refund of any fees already paid, but the Parochial Church Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

Even if the Hirer has a regular booking for the hire of the premises the Parochial Church Council reserves the right to renew, vary or cancel any such arrangements. This right will not be unreasonably enforced.

25. 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.

26. Hirer's Equipment

The Parochial Church Council accepts no responsibility for any equipment or other property brought on to or left at the premises by the Hirer, 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 equivalent to the hire fee will be charged until it is removed. If it remains after 7 days the Parochial Church Council will dispose of it and the costs of removal and disposal will be charged to the Hirer.

27. Alterations or Additions

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 Booking Secretary. The cross shall at all times be left uncovered.

Any alteration, fixture or fitting or attachment so approved remaining in the premises at the end of the hiring will become the property of the Parochial Church Council unless removed by the Hirer. The Hirer must make good any damage to the Centre caused by such removal to the satisfaction of the Parochial Church Council.

28. Access

The Hirer shall allow any duly authorised member of the Parochial Church Council access to any part of the premises, at all times during the hiring.

29. Terms and Conditions

These Standard Conditions of Hire should be read in conjunction with the Special Conditions, Operating Schedule, Hire Charges and the Hiring Agreement which includes, where appropriate, the Safeguarding Declaration.

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