

Church of the Holy Rood, Edwalton – Occasional Hirers, Church Hall

These terms and conditions apply to occasional and one-off Hirers of the Church Hall

1. **Booking:** The Hirer ("the Hirer") is the person named on the booking form as the Hirer. If the Hirer has hired the Church Hall ("the Hall") on behalf of an organisation, they are confirming by signing the booking form that they have authority to do so on its behalf.
 - The Hirer must 18 years of age or over.
 - The "premises" means such areas of the Hall as is hired for use by the Hirer.
 - The Hirer's contract of hire is made with Edwalton Parochial Church Council ("the PCC").

NOTE: No contract is made between the Hirer and the PCC until the signed booking form and deposit have been received by the PCC and the PCC's authorised representative has confirmed the contract in writing to the Hirer.
2. **Payment:** A booking deposit of 25% of the full amount must be paid when the booking form is returned to the PCC. The balance of the full amount as advised to the Hirer on the booking form is payable no later than 7 days before the date for which the premises has been booked. If the full amount is not paid by this date, the booking will be cancelled, and the PCC will retain the deposit. If the Hirer cancels the booking less than 7 days before the date for which the premises has been booked, the PCC will retain the deposit.
3. **Opening and closing the premises:** The Caretaker (or an appointed representative of the PCC) will open and close the premises for all occasional hires, unless the PCC (or its authorised representative) makes alternative arrangements with the Hirer.
4. **Safety:** The Hirer is responsible for the health and safety of those using the Hall (which includes the grounds attached to the Hall) during their period of hire, and for undertaking any risk assessments as necessary. Any accident (which includes any incident that might reasonably be considered to have been at risk of causing an accident) must be recorded in the relevant Accident Book which can be found in the kitchen.
5. **Safeguarding:** Your booking agreement is conditional upon you complying with Holy Rood Church Policy for Safeguarding Children, Young People and Vulnerable Adults; a copy is attached. You are required to ensure that children, young people and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage occurring. In particular, you are expected to:
 - Keep records and checks of all your paid and voluntary workers who work with children and vulnerable adults
 - Always have at least two adults over the age of 18 years in any group of children and young people
 - Not leave any child or group of children unattended at any time, and not leave anyone under the age of 18 in charge of a child
 - Keep a record (names and contact details of parent/guardian/carer) of the children, young people and vulnerable adults attending your event
 - Inform the Parish Safeguarding Officer (details on the noticeboard) within 24 hours of any on-site incidents or allegations of abuse or causes of concern relating to attendees
 - Inform the Parish Safeguarding Officer (details on the noticeboard) within 24 hours of any known offenders seeking to join your activity
6. **Stage excluded from hire:** In all cases, the stage is excluded from the hire and must not be used or accessed save for the sole purpose of switching on or off the booster for the heating.

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7. Use of premises:

- No gambling, sale of alcohol, ball games, bouncy castle greater than 3m in height, events that may cause any disturbance to or inconvenience to neighbouring properties (whether during the event or on entering or leaving the premises), or unlawful activities.
- No decorations may be hung on the walls, ceilings or fittings. The Hirer may not add additional lights or extensions to the existing light fittings or bring in or use any other electrical items save where previously approved in writing by the PCC.
- No smoking is allowed in any part of the Hall.
- There must be a minimum of one responsible adult on the premises at all times during the hire to supervise the event and, where appropriate, the necessary number of responsible adults to meet safeguarding requirements.
- The PCC does not represent that the premises are suitable for any specific purpose. It is the Hirer's responsibility to decide if the premises are suitable for the purpose for which they wish to hire them and to carry out the appropriate risk assessment.
- All persons or organisations hiring the premises must ensure that they are adequately insured to undertake the activity for which they have hired the premises.

8. **Numbers:** No more than 200 persons may attend the Hall for any event. There is limited car parking at the Hall. By way of information, the Hall does not seat more than 70 people.

9. **Telephones:** The Hirer should note that there is no telephone available at the Hall.

10. **Timing:** The time booked must allow for sufficient time to set up and clear away. If the Hirer does not both leave the premises and clear up as required in Clause 14 by the time agreed for the end of the hire then the Hirer may be charged an additional fee of £10 for each further 15 minutes until they have done so. In all cases, events must end by 10.30 p.m. and all rubbish must be removed, clearing up completed and the Hall (including the Hall car park) vacated by 11.00 p.m. at the latest.

11. **Licences:** The Hall does not have a licence to sell alcohol. Alcoholic drinks may be provided free by the Hirer, but the Hirer is not permitted to sell alcoholic drink unless prior permission in writing has been obtained from the PCC and the Hirer has obtained a licence from Rushcliffe Borough Council for the event. The Hirer is responsible for obtaining any necessary licences for copyright and/or performing rights approval for the event for which the premises has been hired.

12. **Behaviour of users:** The Hirer is responsible for ensuring the good behaviour of those attending the event for which the premises has been hired. This includes their entering and leaving the premises as well as during the event. Reasonable care must be taken to avoid disturbing or inconveniencing properties near to the Hall.

13. **Food and beverages:** The Hall kitchen may not be used for preparing hot meals (save that the Hall microwave may be used for the purpose of heating food) and no kitchen or other equipment, whether electrical or otherwise, may be brought into the kitchen.

14. **Clearing up:** The Hirer must leave the premises clean and tidy, and take with them all their rubbish, bottles, cans, paper, food and other debris. Cloakrooms must be left in the state in which they were found. In the event of breach, the Hirer must reimburse the PCC for the reasonable cost of clearing up.

15. **Damage to the premises:** The Hirer is responsible for all damage of any nature and however caused to the Hall, fixtures, fittings and grounds belonging to the Hall which occur during the hire period (which include times when the people are entering or leaving the premises for the purpose of the hire). The Hirer is

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responsible for the full cost of repairing any damage to the Hall, fixtures and fittings or grounds belonging to the Hall and/or replacing with new where the PCC considers that repair is not reasonably practical or cost effective.

16. **Reporting damage:** Any damage noted or occurring in connection with the hire must be reported as soon as possible to the PCC.
17. **Limitation of PCC liability:** All vehicles and property are left in the Hall or in the grounds belonging to the Hall at owner's risk. The PCC is not responsible for any loss or damage to property belonging to the Hirer or any third party which arises directly or indirectly out of or in relation to the hire nor for any loss (which shall include but is not limited to loss of profits) arising from any cause. Nothing in the Agreement excludes or limits the liability of the PCC for (a) death or personal injury caused by its negligence; (b) fraud or fraudulent misrepresentation; or (c) any other matter for which liability cannot lawfully be limited or excluded.
18. **Impossibility of performance:** In the event of the Hall or any part of it is damaged or destroyed by fire or any other cause or if any unforeseen occurrence shall make the PCC's carrying out of this agreement impossible, then this contract will terminate and the PCC will return to the Hirer the deposit and any balance already paid. This is the Hirer's only remedy in such circumstances and the Hirer waives any claims for damages or compensation arising out of or relating to the ending of the contract under this clause.
19. **Indemnity from Hirer for loss or damage:** The Hirer agrees to indemnify the PCC against any costs, claims, losses, damage or other liabilities arising directly or indirectly out of the hire of the premises (which shall include the grounds attached to the Hall).
20. **Effect of enforceability of any clauses:** If any clause is found to be unenforceable for any reason, all other clauses remain valid.