

St Peter's Church Hall Hiring Agreement

St Peter's Hall is hired by various users for several purposes. The building has physical limitations, and policies that govern and restrict its use, therefore you must **inform the Hall Hire Secretary of your intended use** at the time of booking.

Before you sign this agreement, you must **read carefully the detailed terms and conditions** below (including those in the summary paragraph 23): they contain certain restrictions which might mean the Hall is not suitable for your particular needs. Do not sign this agreement unless you are sure that our Hall will suit your purpose. Also, in the event you find the Hall unsuited to your purpose at the time of hire, you should not take occupancy.

It is also essential that you familiarise yourself and the members of your group with all the measures that have been put in place to ensure your Health and Safety whilst using this facility.

As the signatory of the Hall Hiring Agreement, you are committing yourself to the **responsibility of operating the facility during the hire period and managing it for your group** while you are using it. You therefore agree to **apply the policies mentioned within this document and any policies of your own** whilst you have use of the Hall. You are also asked to take careful note of the following terms and conditions. By signing this agreement you will become the **"legally responsible person"** while your particular group uses the Hall. Once you are aware of the Rules and Safety facilities of the Hall, you have a **duty of care** to ensure that anyone present is aware of all implications that affect them. In particular, they **MUST** be highlighted to anyone else who may take charge of your group.

These policies contain elements which apply to **ALL** users, both able-bodied and disabled; they also highlight the issues of 'Child and Vulnerable Adult protection'.

We all hope that you enjoy our facilities without accident or incident. However, if either should occur you must fully record it in the relevant document provided.

We expect you to return the Hall in the condition it was hired to you. You are therefore expected to clean and tidy it, to the extent detailed below. Please advise the Parish Priest or Hall Hire Secretary immediately should you encounter any significant issues when you first access the building.

Standard Terms and Conditions of Hire

For the purposes of these terms and conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative as detailed in the signatory page. The term Committee shall mean St Peter's Parish Finance Committee, or its delegates. (If the Hirer is in doubt as to the meaning or implications of any of the following, the Hall Hire Secretary should be consulted before proceeding with the hire).

A DEPOSIT will be required at the time of booking, in addition to the Hiring Fee. *No booking will be considered confirmed until both fee and deposit have been received.* In the event that the Hall is entered before or left after the agreed times, or not left in a clean, tidy and serviceable condition, or in the event of any damage or loss, or if any other hire conditions have not been met, *all or part of the deposit will be retained* as determined by the Committee. The Deposit will otherwise be returned to you within two weeks of the conclusion of your hire.

1. 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.

2. Hiring Period

The times booked in the Hiring Agreement **include any time required for setting up and cleaning** after your intended use.

3. Supervision

THE HIRER will, 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 neighbouring highways. **The Hall must never be left unoccupied and unlocked, or occupied by others without supervision by the hirer.**

4. Public Safety Compliance

THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority or otherwise. **All exits must be kept free from obstruction at all times.** The numbers admitted to the premises **must not exceed either** a total of **100 persons stood or sitting in general assembly** (i.e. without tables) **or 64 with tables and chairs or 30 children in supervised play (with carers in addition)**. If Chairs and Tables are used, they must be replaced after use, exactly in accordance with the instruction posted on the nearby wall. No chairs or tables are to be moved by dragging along the floor.

5. Use of the Car park and Grounds

There is **no vehicular access along the pathway to the Hall in any circumstances.** You may unload temporarily (but not park) in the Disabled Drop-off Area between the Car Park and the Church entrance. No

vehicle is to be driven beyond the flagstone area at the foot of the steps in front of the Church entrance (even for temporary unloading). **No Parking is allowed in any manner which would obstruct access to the Car Park and to the Hall by Emergency Vehicles.** No cars are to obstruct access to or from the road to the garage which is located at the lower end of the Car Park.

The grounds around the Church and the Parish Priest's Garden do not constitute any part of this hire. The Church building is in constant use and is the Priest's residence. You are asked to arrive and leave quietly, and must not allow adults to congregate or children to play in the grounds outside the front of the Hall or around the Church building.

To maintain the cleanliness of the Hall, the Garden area accessible from the Hall is not to be used at any time when the grass is wet or in bad weather.

6. Noise

THE HIRER shall ensure that the minimum of noise is made on arrival and departure (particularly at night) and **no use of amplified music in the Hall or grounds** is allowed in any circumstances.

7. Cleanliness

THE HIRER MUST leave the Hall clean and tidy after use. A vacuum cleaner is available (located inside the 3rd right-hand-side window sill) and other cleaning materials can be found inside the storage area (at far end of hall). Tables and kitchen surfaces must be properly wiped down. Any crockery or cutlery used which belongs to the Hall must be thoroughly washed in clean warm water and dried after use. For safety reasons, tables and chairs must be stored in the manner indicated.

8. Heating and Hot Water Instructions

The Hall heating is timed and should be adequate for your use. To activate, turn up the thermostat on the Hall wall near the serving hatch (and return to red mark at the end of use, or when not required). Should heat not come on, follow the additional instructions on the notice near the timer in the kitchen. For children's safety the temperature of hot water in the toilet wash basins is regulated. Water from the kitchen tap may be very hot and should not be used by children. There is also an urn available in the kitchen: drain any water from it before first use; then switch on at the wall (green light will indicate when it is ready to use). You must ensure the urn is switched off when no longer in use and at the end of hire.

9. Use of Kitchen, and Food Health and Hygiene

THE HIRER shall, if preparing, serving or selling food, observe all relevant food, health, and hygiene legislation and regulations. **No child under age 12 is to enter the Hall Kitchen at any time. Older children must be strictly supervised by a responsible adult in the Kitchen.**

10. Licences and Recorded Music.

THE HIRER shall be responsible for obtaining such licences as may be needed whether from the Performing Right Society, from Phonographic Performance Ltd or otherwise, and for the observance of the same. Because the Hall is located close to neighbouring dwellings, **no amplified music is allowed.**

11. Alcohol

THE HIRER shall not permit the purchase or sale of products containing alcohol on the premises.

12. Gaming, Betting and Lotteries

Gambling is not allowed on the premises. 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.

13. Electrical Appliance Safety

THE HIRER shall ensure that all electrical equipment brought into the Hall shall comply with the Electricity at Work Regulations 1989; that the items have been tested and inspected and have a current PAT certificate; and they will not introduce any additional hazards or put undue loading on the halls circuits. The Committee disclaims all responsibility for all claims and costs arising from the use of any such equipment that does not so comply. **No heating appliances, portable gas or other such items shall be brought into or used on the premises.**

14. Indemnity and Insurance

THE HIRER shall indemnify the Parish for the cost of repair of any damage done to any part of the premises, including the curtilage thereof or the contents of the buildings, which may occur during the period of the hiring as a result of the hiring.

THE HIRER shall indemnify the Parish against all claims, losses, damages and costs made against them or incurred 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.

THE HIRER shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation, if acting as a representative) whilst using the premises.

THE PARISH is insured against any claims arising out of its own negligence.

15. Accidents and Dangerous Occurrences

THE HIRER **must report** all accidents or near misses involving injury or possible injury to the public to the Parish Priest or a member of the Committee as soon as possible and ensure that an appropriate entry is made in the Hall Accident Report Book as well as their own. **The Hall Accident Book is kept in the Kitchen.** Any failure of equipment, either belonging to the 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 and this is the responsibility of the Hirer. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

16. Animals

THE HIRER shall ensure that no animals (including birds) except guide dogs are brought into the premises. No animals whatsoever are to enter the kitchen at any time.

17. Compliance with the Children Act

THE HIRER shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons have access to the children.

18. Protection of Children and Vulnerable Adults

THE HIRER is required to be aware of and is responsible for compliance with the Parish Policy for the Protection and Safeguarding of Children and Vulnerable Adults. A copy can be supplied upon request.

19. 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 Hall; and shall indemnify the Parish accordingly against all action, claims and

proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

20. Sale of Goods

NO GOODS are to be sold on the premises.

21. Unfit for Use

THE HIRER must ensure that the Hall is fit for your purpose on beginning your Hire Period. In the event of the premises or any part thereof being unfit, or unavailable for the use for which it has been hired, the Committee shall not be liable to the Hirer for any resulting loss or damage whatsoever.

22. End of Hire Period

THE HIRER shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, with all windows and doors properly locked and secured unless directed otherwise. Any contents temporarily removed from their usual positions **MUST** be properly replaced (specific directions have been posted regarding chairs and tables). **All rubbish is to be removed**, lights switched off, taps and urn turned off, and the central heating returned to its original thermostat setting (marked with a red spot) and turned off. In default of compliance the Committee shall be at liberty to retain the deposit or make an additional charge.

23. General Safety Requirements and other Conditions

THE HIRER IS LEGALLY BOUND TO MAKE SURE THAT THEY FAMILIARISE THEMSELVES AND THEIR ASSOCIATES WITH ALL OF THE GENERAL SAFETY PROCEDURES SUMMARISED BELOW:

- The 'rated' capacity of the building (numbers allowed) in Paragraph 4 above must not be exceeded.
- Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must always be immediately available for free public egress. In emergency a key to the garden gate is available by the emergency exit to the garden area.
- All users are expected to take responsibility for their own fire drills in line with the Parish's fire policies.
- All fire exits should be working correctly and checked as such before the hall is put into use by you.
- Firefighting apparatus shall be kept in its proper place and only used for its intended purpose.
- The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Hall Committee.
- There is no telephone in the Hall or Church. One supervising person should therefore have a mobile phone with them in case of need.
- Internal Fire doors are not to be wedged open.
- You must ensure that exit signs are visible and unobstructed.
- You should be familiar with the method of operation of escape door fastenings.
- You must ensure that there are no obvious fire hazards on the premises.
- Smoking is forbidden inside the premises in accordance with Government Regulations *and outside in the parish grounds*.
- No Naked flames are allowed.
- No heating appliances or portable gas containers shall be introduced or used on the premises.
- Under no circumstances are fireworks, barbeques, or bonfires allowed in any part of the premises or grounds.

- Highly flammable substances shall not be brought into or used in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, etc) shall be erected without the prior consent of the Committee.
- Each user Group and User are responsible for their own First Aid support and facilities. A basic First Aid box is available in the Hall, on the wall shelf above the carpeted area, for use only by First Aid trained persons or on a self-help basis.
- All incidents, whether near misses or involving an injury to a member of the public, MUST be recorded on an accident sheet in the Hall Incident Book (stored in the Kitchen) and highlighted to The Parish Priest or Hall Hire Secretary immediately.
- Appropriate footwear must be used. In particular, no 'wheelies', roller skates or skateboards are allowed in the Hall.
- No Ball Games are allowed within the Hall, or in the garden or grounds.
- **No 'bouncy castles' or other such inflatable devices over 6ft are permitted within the Hall or the adjoining garden area.**
- Performances involving danger to the public shall not be given.
- No items shall be fixed to the walls, windows, or doors with pins, nails, blu-tack, or anything else that will disturb or damage the surfaces of the Hall.
- No items that come under COSHH (Control of Substances Hazardous to Health) will be introduced to or left in the Hall, including any toxic or flammable cleaning product.
- The Hall is to be returned to a clean and serviceable state after the period of your hire, and you must remove all your own waste from the premises and grounds.
- Heating, Hot Water, and lighting must be turned off before leaving the premises, as indicated in paragraphs 8 and 22.
- Any key issued for access is for your sole use during your occupancy of the Hall and MUST NEVER be issued to any other party. A fee will be levied from your deposit in the event the key is not returned immediately at the end of the period of hire to the place or person specified.
- Should outside entertainers or caterers be used by you in connection with your hire, YOU MUST ensure that they are made familiar with all relevant restrictions above (such as regarding the lack of vehicular access, use of flammable items, alcohol etc.) and that they do not contravene them.

Useful Phone Numbers:	Hall Hire Secretary	07919 084730
	Hall Maintenance Liaison	01622 730119
	Parish Priest	01622 736100

DISCLAIMER:

The user also accepts full responsibility for any claims or injuries resulting from the use of their play equipment within St Peter's Hall and grounds including the Mini Bouncy Castle and will ensure that a trained adult is with the Mini Bouncy Castle all the time it is in use by the children.

RC Diocese of Southwark
Catholic Parish of Bearsted

This agreement is for the temporary use of St Peter's Church Hall. The User / User Group agrees to the terms and conditions provided and will abide by any rules issued with this agreement or any others introduced at a later date.

Date of use _____

Agreed Times of Use _____

User's Name _____

User's Address _____

User's telephone numbers
(landline) _____ ***(mobile)*** _____

User's email _____

I acknowledge receipt of the terms and conditions of hire, which I have read and accept in full

User's signature:

Dated _____

Approved by _____

Dated _____