

St Leonard's Church, Yarpole

Terms and Conditions of Hire

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St Leonard's Church

Terms and Conditions

1. Maximum number of people on the premises

The number of people on the premises will not exceed 150 (the number permitted under the licence applicable to the premises) with the following limits for the smaller areas: gallery – 30; vestry – 12; chancel - 30.

2. Use of the Bell Tower

The hiring of any part of St Leonard's does not confer a right to use the Bell Tower unless agreed in writing with a member of St Leonard's Events Committee.

3. Cancellation and Deposits/Payments

i) St Leonard's Events Committee reserves the right to request a £100 damages/cancellation deposit, payable at the time of booking, and returnable after the hire provided the premises are left in good order.

ii) St Leonard's Events Committee will make all reasonable efforts to honour the booking. In rare cases it may prove necessary to cancel (for example when the premises are required as a Polling Station; where the booking is found to be for a purpose that would breach legal or statutory requirements; or where the premises are found to be unsound or unfit for use).

iii) In such a case the Hirer will receive a refund of any booking fee or deposit already paid, but the Committees will not be liable to the Hirer for any resulting loss or damages that may occur as a result of the cancellation.

iv) If the Hirer cancels the booking within 7 days of the date that the hire is to take place, return of any moneys paid will be at the discretion of the Committee.

4. Insurance and indemnity

i) St Leonard's is not responsible for loss or damage to any equipment brought onto the premises by the Hirer or participants.

5. Licences

i) The hours that the building is licensed to be open are: Mon-Sat:- 08.00 until 00.00. Sunday:- 08.00 until 23.00. **All clearing-up must be completed, and the building vacated, within these hours.**

ii) St Leonard's is not licensed for gaming and betting; therefore any booking is agreed only on the understanding that the premises will not in any way be used for these activities.

iii) Raffles are permitted provided that pre-printed tickets are not used, the raffle tickets are sold on the day and the draw is made on the same day.

iv) If licences are required in respect of any activity in the building the Hirer should ensure that they hold the relevant licence or that the Committee holds it. St Leonard's has both PRS (Performing Rights Society) and PPL (Phonographic Performance Limited) licences.

v) St Leonard's is licensed for the following activities, during the hours shown:

| Activity | Mon-Sat | Sun |
|--|----------------|---------------|
| Performance of plays, films, live/recorded music and dance; activities involving music and dance; facilities for dance | 09.00 – 23.30 | 09.00 – 22.30 |
| Facilities for making music | 09.00 – 22.00 | 09.00 – 22.00 |
| Sale/supply of alcohol. | 09.00 – 23.30 | 09.00 – 22.30 |
| Late night refreshment (food & non-alcoholic drinks) | 23.00 – 00.00 | not permitted |

vi) If an event is to run outside the hours that St Leonard's is licensed to be open (Mon-Sat:- 08.00 until 00.00. Sun:- 08.00 until 23.00) the hirer must obtain a TEN (Temporary Event Notice).

vii) St Leonard's Events Committee reserves the right to ask hirers who wish to serve alcohol at their event to obtain a TEN (Temporary Event Notice). The TEN documentation must be shown to the Booking Secretary at least 7 days before the hire. If this is not done, we reserve the right to cancel the hire.

viii) All hirers serving alcohol are expected to adhere strictly to the law, including the 'Challenge 25' initiative, as outlined in Addendum 1 at the end of this document.

6. Age

The Hirer, who must be over 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this agreement, relating to management and supervision of the premises are met.

7. 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 Manufacturers' Recommended Retail Prices.

8. Use of the Premises

i) The premises will be used only for the purpose described in the hiring agreement. The Hirer will not sub-hire the premises. No activity will take place, and nothing will be brought onto the premises, which may compromise the insurance cover, may endanger the premises, or which is unlawful.

ii) The Hirer will comply with all conditions and regulations made in respect of the premises by all relevant authorities (including the Fire Authority, the Local Authority and the Local Magistrates' Court). The Hirer will comply with the premises' Fire Risk Assessments and Health & Safety policies. In accordance with St Leonard's Risk Assessment, the

Stair Lift may only be operated by trained users. If a hirer wishes to use the Stair Lift, the Committee can offer training to a named person.

iii) The Hirer will at no time make the keys available to any other person, either by handing them to anyone else or by revealing any keycode.

iv) Entry to the building for the purpose of the hiring shall only be made during the time stated in the agreement unless prior permission has been given by a member of St Leonard's Events Committee.

v) Unless by prior consent being given in writing by St Leonard's Events Committee, no alterations or additions will be made to the premises; no fixtures will be installed; no placards, decorations or other articles will be attached in any way (not even in temporarily, with the use of Blu-Tack for example).

vi) No performances involving danger to the public, or of a sexually explicit nature, will take place.

vii) Any activities for children under eight years of age will comply with the provisions of The Children Act of 1989, and only fit and proper persons will have access to the children.

viii) With the exception of Guide Dogs, no animal or bird is allowed in the gallery or shop area, unless specifically agreed beforehand; and no animals (even Guide Dogs) are to be allowed to enter the kitchen at any time.

ix) No smoking will take place in any part of the premises, either within the building or in the Bell Tower.

x) The area immediately outside the church door is not to be used for public parking.

9. No rights

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

10. Health, safety and hygiene

i) On entering the premises the Hirer – or another appointed adult - will check and ensure that:

- a) all fire exits (namely, the main entrance door and the chancel door) are unlocked;
- b) all escape routes are free of obstruction and can be safely used;
- c) no fire door is wedged open;
- d) there are no obvious fire hazards on the premises.

ii) The Hirer is responsible for ensuring that participants are adequately advised and supervised to ensure their safety and well-being, by ensuring that an adequate number of adults has accepted responsibility for procedures in the event of fire or other emergencies, including attention to disabled persons and knowledge of the location and use of the fire-fighting equipment provided on the premises, how to call the fire brigade, the evacuation procedure, and the location of the muster point (namely, at the end of the church path by the road).

iii) No unauthorised heating appliances, or appliances that use Portable Liquefied Petroleum Gas (LPG), will be used anywhere inside the premises. LPG appliances may be used outside the building provided that written permission has been given by the Committee.

iv) The Hirer will ensure that any electrical appliances brought onto the premises will be safe, have a current PAT (Portable Appliance Testing) certificate, be in good

working order, and used in a safe manner. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety. The Hirer should consult a member of the relevant Committee if there is any doubt about which equipment may be used.

v) Highly flammable substances will not be brought onto the premises, either indoors or outside, and no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) will be used. No decorations are to be put up near light fittings or heaters.

vi) If food or drink is prepared and/or served during the hiring, all relevant food health and hygiene legislation and regulations will be observed and appropriate standards met.

11. Accidents and dangerous occurrences

i) The Hirer must report all accidents involving injury to one of St Leonard's Events Committee as soon as possible and complete the relevant section in the building's accident book.

ii) Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. A member of the Committee will give assistance in completing this form.

iii) The Fire Brigade shall be called to any outbreak of fire, however slight, and details shall be given to the bookings secretary of the Committee.

12. Stored equipment

i) St Leonard's Events Committee accept no responsibility for any stored equipment or other property brought on

to or left at the premises. The Hirer is responsible for insurance of stored items, as they are not covered by the Committee's policies.

ii) If the hiring agreement includes storage of the Hirer's own goods or equipment, it must be stored where agreed and removed at the time agreed. The Committee reserves the right to remove, if necessary, any items left after the agreed period. The removal will be arranged in the most expedient way and the cost of this removal will be charged to the Hirer.

13. At the end of the Hire

i) The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning, and shall ensure that all arrivals associated with the event take place after 08.00 and all departures completed before midnight (Mon-Sat) or 23.00 (Sun).

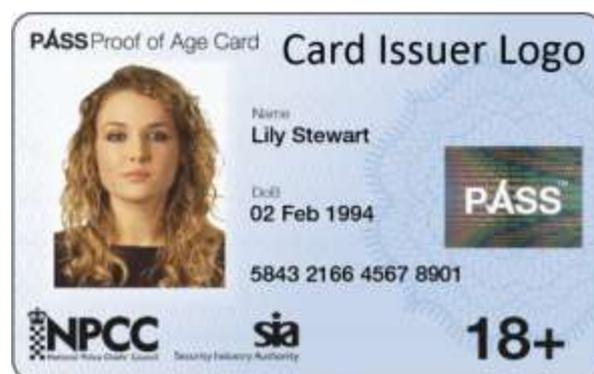
ii) Any failure of equipment must be reported as soon as possible.

iii) The Hirer shall be responsible for leaving the premises, equipment 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, otherwise the Committees shall be at liberty to make an additional charge and/or retain all or part of any damages deposit paid.

**Addendum 1 (Alcohol and the Law)
continues on the next page.**

Addendum 1: Alcohol and the law.

- It is an offence to sell alcohol to anyone under the age of 18 years.
- It is an offence to sell alcohol to an adult if you suspect they are buying the alcohol for a minor.
- It is an offence for someone under 18 to drink alcohol in licensed premises, except where the child is 16 or 17 years old and accompanied by an adult. In this case it is legal for them to drink, but not buy, beer, wine and cider with a table meal.
- It is an offence for someone under 18 to buy alcohol, attempt to buy alcohol or to be sold alcohol.
- It is an offence to sell alcohol to anyone who is intoxicated.
- It is an offence to sell alcohol to an adult if you suspect they are buying the alcohol for someone who is intoxicated.



Check name.

Photo.

Date of Birth.

PASS hologram.

The Church and Shop operate a Challenge 25 policy and we would expect anyone using the premises to use the same policy.

Anyone who seems under the age of 25 years of age should be asked for ID prior to selling them alcohol.

No ID – No alcohol!

Acceptable ID.

- A UK passport.
- UK photo driving licence.
- Photo identity card bearing the PASS hologram logo.

What is PASS?

ID cards which conform to the National Proof of Age Standards Scheme.