

St Leonard's Church and Yarpole Parish Hall

Terms and Conditions

1. Maximum number of people on the premises

The number of people on the premises will not exceed the number permitted under the licences applicable to the premises:

Parish Hall only: 120 standing, dancing or seated. The hirer should ensure that no part of the premises occupied by the public is at any time overcrowded.

St Leonard's only: 150, with the following limits for the smaller areas: gallery – 30; vestry – 12; chancel – 30.

2. St Leonard's only: 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 committee member of the Building Management Group.

3. Cancellation and Deposits/Payments

i) The Committees 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).

ii) In such a case the Hirer will receive a refund of any booking fee 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.

iii) If the Hirer cancels the booking and no one else books the same room(s) for the same time and date:

Parish Hall only: the deposit will not normally be refunded

St Leonard's only: payment/repayment will be at the discretion of the Committee.

4. Insurance and indemnity

i) St Leonard's and the Parish Hall are insured with regard to the Committees' own liability. However, Hirers are responsible for any additional insurance necessary to indemnify the Committees, their employees and their volunteers against any of the following arising as a result of the Hire: damage or loss to any part of the premises or equipment (indoors and outside); injury to any person; damage or loss of any equipment brought onto the premises by the Hirer or participants.

ii) The Committees reserve the right to ask to see the policy relating to such insurance. If the Hirer cannot produce evidence of the policy, the hiring will be rendered void.

5. Licences

i) Neither of the premises is 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.

ii) **Parish Hall only:** The hall is licensed for small lotteries which includes pre-printed ticket raffles.

St Leonard's only: 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.

iii) **Parish Hall only:** The Hirer is responsible for obtaining such licences as may be needed for the sale or supply of intoxicating liquor. The Hirer must also seek permission from the Committee before applying for a TEN (Temporary Event Notice) which is required for the sale or supply of intoxicating liquor. The hall is exempt from requiring a licence with the Performing Rights Society as long as an event is solely for the benefit of a registered charity.

iv) **St Leonard's only:** 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. The Premises Licence which covers the times when activities may take place is displayed in the building.

6. Age

The Hirer, not being a person under 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.

St Leonard's only: 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 the relevant Committee.

v) Unless by prior consent being given in writing by the relevant 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 anywhere on the premises, 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.

x) **Parish Hall only:** Any entertainment shall not take place after 23.30 Monday to Saturday, and 23.00 Sunday, unless the Committee has issued special permission. This coincides with the end of your period of hire. After this time only those helping to clear up the Hall should be in the Hall. The Hall should be cleared 30 minutes after this time. Failure to comply with this will result in the forfeiture of the Hirer's deposit.

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) **Parish Hall only:** The Hirer acknowledges that they have received instruction in the following matters:

- a) the action to be taken in the event of a fire, including calling the Fire Brigade and evacuating the premises;
- b) the location and use of fire equipment, escape routes and the need to keep them clear;
- c) operation of escape doors;
- d) appreciation of the importance of fire doors and of closing all fire doors at the time of a fire.

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

- a) all fire exits are unlocked and panic bolts are in good working order;
- 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.

iii) The Hirer is responsible for ensuring that participants are adequately advised and supervised to ensure their safety and well-being, by:

- a) appointing adult car park stewards as necessary (who will ensure that external lighting is switched on if light is poor, supervise car parking and ensure that public use of the road is not obstructed);
- b) 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, and evacuation procedure.

iv) **Parish Hall only:** No unauthorised heating appliances, or appliances that use Portable Liquefied Petroleum Gas (LPG), will be used anywhere on the premises, indoors or outside.

St Leonard's only: 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.

v) 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.

vi) 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.

vii) 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.

viii) **Parish Hall only:** Chairs will only be moved around singly, or a maximum of 5 chairs at a time may be stacked and moved on the trolley provided. Tables should be moved by two people at a time,

to avoid damage to persons, tables and the hall floor.

11. Accidents and dangerous occurrences

i) The Hirer must report all accidents involving injury to the one of the relevant 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) **St Leonard's only:** 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) The Committees 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 Committees' 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 Committees reserve 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.

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.

iv) **Parish Hall only:** By the end of the agreed period of hire, the hirer will have completed all the tasks requested on the checklist provided, to ensure that the premises and contents are left in good order. These tasks include the following:

- a) all equipment left clean and returned to where it was found (including crockery, cookware, glasses and cutlery washed, fully dried and returned to their storage areas);
- b) any white goods and the oven returned to a clean state, and all items removed from the fridge;
- c) floors swept and any spillages cleaned up;
- d) any rubbish left by participants (indoors and outside) taken away from the premises or tidily placed in the kitchen bins;
- e) the heating thermostat inside the Hall returned to the level requested in the notice posted at the side of the thermostat;
- f) immediately before locking up: the Hirer should leave the checklist on the kitchen worktop and then switch off all lights.

Then the keys should be returned in the manner shown on the checklist.