



# Christ Church Ware

Jesus led, Spirit empowered, Grace based.

## CHRIST CHURCH HALL TERMS AND CONDITIONS OF HIRE

### 1. **BOOKING**

All booking applications must be in writing on the booking form provided. The person signing this form will be considered the hirer. Where an organisation is named in the application the organisation will also be considered the Hirer and shall be jointly and severally liable with the person who signs the form.

### 2. **KEYS**

Keys may be collected from Christ Church Office, Monday to Friday 9 .00am to 12 noon or by arrangement in advance of the booking date. The keys must be returned immediately after the end of the hiring. Please contact the Church Office between 9.00 am – 12 noon on weekdays to make arrangements.

### 3. **DEPOSIT**

The Hirer will pay a deposit of £25.00 at the time of booking. This will be returned within 30 days of the event, subject to any sums withheld to meet part of the hire fees or the cost of rectifying damage arising during the hiring or non-return of keys.

### 4. **SUPERVISION AND RESPONSIBILITY**

The Hirer will during the period of hiring be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage however slight 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 public highway.

### 5. **COMPLETION OF HIRE**

At the end of hiring, the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition properly locked and secured unless directed otherwise by authorised representatives of Christ Church Ware. All rubbish is to be removed from site.

Any contents temporarily removed from their usual positions properly replaced. Should this not be complied with Christ Church Ware reserves the right to make an additional charge which may be deducted from the deposit paid.

### 6. **SAFEGUARDING**

In the event that the hiring involves the attendance of children and young persons under the age of 18 or Adults who may be vulnerable at the premises, the Hirer confirms that appropriate Child and/or Adults Protection Procedures will be in place.

If the hiring is a regular arrangement it will be necessary for the leader(s) involved to have attended Safeguarding training and that a record 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 will be carried out in respect of persons involved with children, young people or adults who may be vulnerable on the premises during the course of the hiring.

#### **7. PARKING**

The hire of the premises does include the use of parking facilities if available.

#### **8. EXCLUSIONS**

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, not do anything to bring on to the premises anything which may endanger the premises or any insurance policies connected with the premises.

#### **9. ALCOHOL**

These are not licensed premises and no alcohol can be sold thereon without a licence from the local authority. Should the Hirer wish to bring drinks onto the premises for private and moderate consumption, notice of this is to be provided at the time of booking.

#### **10. SMOKING**

The entire premises and grounds are a No Smoking Zone. For safety reasons individuals should not smoke in the car park. This includes vaping as well.

#### **11. 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 Christ Church Ware In writing at the time of booking. The Hirer undertakes to ensure that all noise is kept to a level such that the neighbours of the church premises are not unduly disturbed. The Hirer agrees in any event to terminate all loud noise on the premises at 10.30 pm.

#### **12. PUBLIC SAFETY**

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 includes public dancing or music or other similar public entertainment or stage plays and shall ensure that such events shall not involve the infringement of any copyrights or performing rights.

#### **13. EMERGENCIES**

In anticipation of an emergency it is the Hirer's responsibility to ensure that (s)he know the location of first aid kits, stopcocks, the nearest hospital and the like.

#### **14. DAMAGE**

The Hirer shall indemnify the Parochial Church Council for the cost of repair of any damage done to any part of the property including the surroundings of the contents of the building which may occur during the period of the hiring as a result of the hirer.

15. The Hirer shall not interfere in any way with the fuse board, electricity or gas fittings, meter fittings or fixtures on the premises.
16. It is the responsibility of the Hirer to ensure that the electricity supply is appropriate for any equipment used and that any equipment used will not endanger, overload or damage the electricity supply circuits, wiring, plugs, sockets, switchboards or other equipment.

#### **17. INSURANCE**

The Hirer acknowledges that the loss of any item left unattended is not covered by insurance cover.

18. The Hirer is responsible for ensuring that it has any necessary Public Liability insurances that may be appropriate.

#### **19. CANCELLATION**

If the Hirer wishes to cancel the booking before the date of the event 48 hours' notice should be given, otherwise the hirer fee is payable at the discretion of the PCC.

20. The PCC reserves the right to cancel this hiring in the event of the premises being required for use as a polling station, for a parliamentary or local government election or by election in which case the Hirer shall be entitled to a refund of any deposit already paid.
21. Even if the Hirer has a regular booking for the hire of the premises the PCC reserves the right to renew, vary or cancel any such regular arrangements. This right will not be unreasonably enforced.
22. In the event of the premises or any part thereof being rendered unfit for the use of which it has been hired the PCC shall not be liable to the Hirer for any resulting loss or damage whatsoever.

#### **23. ACCESS**

The Hirer shall allow any duly authorised officer of the PCC access to the premise or any part thereof at all times during the hiring.

# Christ Church Ware Hall Hire agreement

This agreement is made on

20

between The Parochial Church Council of the Parish of Ware (the Parochial Church Council) (2) and the Hirer (3) named below,

The Parochial Church Council agrees to permit the Hirer to use the premises for the purpose and for the period(s) described below:

(1) Date(s) Required:      Date(s)

Time Required:      From \_\_\_\_\_ To \_\_\_\_\_

(2) Hirer a) Name (If Individual) \_\_\_\_\_

b) Organisation (if Applicable) \_\_\_\_\_

c) Name of Organisation's Authorised Representative:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number:

Home.....

Work.....

Mobile.....

Email.....

Hiring Fee: £ \_\_\_\_\_

Deposit: £ \_\_\_\_\_

Balance: £ \_\_\_\_\_

The deposit is paid to provide an indemnity for the Parochial Church Council in the event of cancelation, damage or loss occasioned by the Hirer. The deposit will be refunded within 28 days the period of hire provided that no damage or loss has been caused to the premises and/or contents during the period of the hiring as a result of the hiring.

**Premises:**

Church Hall

Memorial of Hall

Youth Centre

Purpose of Hiring:

Is alcohol to be provided at the event(s)? YES/NO

Will it be for sale? YES/NO

If yes, you will need to seek written permission from the Parochial Church Council, at least 6 weeks before the event, before applying for a licence (see condition 3 of the Standard Conditions)

Has a copy of a public liability statement been provided YES/NO (not required from single event hirers)

The Hirer agrees with the Parochial Church Council to be present during THE hiring and to perform the provisions and stipulations contained or referred to in the Parochial Church Council's "Standard Conditions of Hire" for the time being in force as annexed hereto together with the special conditions set out in the Schedule hereto (if any).

It is hereby agreed that the Standard Conditions of Hire attached hereto together with any Special Conditions of Hire contained in the Schedule hereto shall form part of the terms of the Hiring Agreement unless specifically excluded.

The Hirer declares that the information given in this Agreement is correct to the best of his/her knowledge and acknowledges that any misstatement or misrepresentation will invalidate the Agreement

Signed by and on behalf of The Parochial Church Council:

Signed .....

Signed by the person named in paragraph 3 of the Hiring Agreement as or on behalf of the Hirer, (where applicable) NB this person must be aged 18 or over.

Signed ..... Date

**Office Use**

Regular use Safeguarding confirmed Date.....