

CHURCH: [.....]

AGREEMENT BETWEEN [.....] CHURCH (“the Church”) and [.....] (“the Club”) FOR HIRE OF [.....] CHURCH HALL

Main Terms and Conditions

1. PERIOD OF AGREEMENT

- 1.1 This agreement to hire [] Church Hall (“the Hall”) shall run from [] until []. Provided that both parties agree by [] the agreement shall be extended until []. If the Church wishes to terminate the agreement on [] it will give notice to the Club by []. It will be for the Club to request by [] any extension beyond [] which shall be the subject of a new agreement.
- 1.2 At any time, the Club may terminate this agreement giving one month’s notice.
- 1.3 The Church may terminate this agreement without notice at any time in the event of a major breach (e.g. a non-payment of the hire charge) or repeated minor breaches, of any of the terms of this agreement and the conditions attached. The Church shall decide what shall constitute a major or a minor breach. In the event that the agreement is terminated under this paragraph, the Church shall refund to the Club hire charges for any unused period of hire except that it may withhold any sums in respect of loss or damage to the Church’s property occasioned during a period of hire by the Club.
- 1.4 This agreement is an agreement for hire and does not confer on the Club any security of tenure whatsoever.

2. HIRE CHARGE

- 2.1 The Hire Charge shall initially be [£] per hour, payable at the rate of [£] per month, in advance, on the first of each month in respect of the month commencing on the following 10th of the month. No refund will be made for non-availability (see 3.1b and c, below) or for sessions made available by the Church, but not taken up by the Club. Refunds will only be paid under the terms of clause 1.3, above.
- 2.2 The Church may adjust the Hire Charge by no more than a recognised inflation index on or after [] and shall give notice of such change three months before the date when the new change is to come into effect.

3. HIRE PERIODS

3.1 The Hire Period shall be

3.1a During School Term

[] pm on Mondays to Fridays. On days when no other parties are booked to occupy the Hall between [] pm, the Club may continue to use the Hall until [] pm at no extra charge to the Club. On all other days all the Club's activities shall cease and all equipment and furniture shall be put away in the places agreed with the Church by [] pm and although children awaiting collection and the Club's staff may remain on the premises, they shall do so unobtrusively and cause no nuisance or inconvenience to the incoming hirers, their patrons or activities. The days during which the Hall must be clear by [] pm will be advised by the Church to the Club but may be changed at 24 hours' notice.

3.1b During School Holiday Periods

[] – [] with the same provisos as in paragraph 3.1a. In addition, the Hall may also be unavailable during times when certain regular daytime bookings (which do not cease during the school holidays) occur.

3.1c Regardless of 3.1a and 3.1b, above, the PCC reserves to itself the right to use the Hall whenever it deems necessary. The Hall will not be available to the Club when required by the Church's Holiday Club or when the Hall is being used as a Polling Station or when the Church requires the hall for any other exceptional one-off event. As much notice as possible of non-availability shall be given by the Church to the Club. There will be no reduction in hire charge in consequence of such non-availability.

4. LIABILITIES

4.1 Whilst the Church shall use its best endeavours to prevent loss or damage to the Club's equipment and possessions it cannot be held liable for any such loss and it is expected that the Club will have its own insurance for this. The Church shall not be responsible for loss or damage to personal possessions of the Club's staff or children.

4.2 The Club agrees to indemnify the Church against all costs, claims and liabilities however arising out of the Club's use of the Hall.

4.3 The Hall is fully covered for any claims due to negligence on the PCCs part. However, the user must take out its own insurance to cover any other claims which may arise in relation to its use at the Hall.

- 4.4 The Club agrees to pay all such rates, taxes, assessments and other liabilities as may be imposed upon the PCC or otherwise solely as a result of the Club's use or occupation. If rates, taxes, charges, assessments or other liabilities are imposed upon the PCC or otherwise which are higher than they would otherwise have been but for the Club's use or occupation, then the Club shall pay all such additional sums
- 4.5 The Club will ensure that the terms of every statute authorising or regulating how the Hall is used are complied with and that any work to the Hall which any authority acting under any statute requires is done and that any licence or registration which is required or which the PCC requires is obtained renewed and continued (including but not by way of limitation):
- (a) compliance with statutes governing the preparation serving or selling of food
 - (b) compliance with statutes governing the sale and consumption of intoxicating liquor
 - (c) compliance with statutes governing persons working with or caring for children (including their engagement supervision and training)
 - (d) obtaining any requisite licence for music entertainment dancing concerts or stage performances and
 - (e) compliance with the conditions of such requisite licences

AND the Club shall keep the PCC fully indemnified against all losses and demands made against or suffered or incurred by the PCC arising out of all such matters.

- 4.6 If the Hall has a Premises Licence, then it shall only be used between the hours and for the purposes set out in that licence. The Club will not undertake or permit to take place any licensable activity (sale of alcohol, the provision of regulated entertainment or late night refreshment) on the premises without first having applied for (at least 14 days prior to the event) and obtained a temporary event notice pursuant to the Licensing Act 2003. The Club will not apply for a temporary event notice without the prior written approval of the PCC. The Club will supply the PCC with a copy of any temporary event notice issued, as soon as possible and in any case before the event. The Club will comply with the terms of any temporary event notice and also with the terms of the Licensing Act 2003.

5. NOISE AND BEHAVIOUR

- 5.1 The Club shall ensure that its activities or the behaviour of its children do not cause noise, other annoyance or nuisance to the nearby neighbours or passers by.
- 5.2 At all times while the Club has children on the premises, the Club shall have sufficient staff on duty to maintain good order and provide for the safety of the children and in accordance with the requirements of Child Protection legislation.

6. FACILITIES

- 6.1 The Church is responsible for maintaining and keeping the Hall its approaches and its furniture and fittings clean and in good repair and for keeping the Hall well lit and adequately heated and for providing hot and cold water, toilet paper, soap and towels and an electricity supply for **any electrical equipment which the Club, by prior arrangement with the Church,** wishes to use. It is expected that any deficiencies will be drawn by the Club’s staff to the caretaker immediately they are noticed.
- 6.2 The Club shall ensure that any electrical appliances brought by them to the Hall and used there shall be suitable for use, safe and in good working order, and used in a safe manner.
- 6.3 The Club shall be responsible for cleaning up any mess or spillage caused as a result of the Club’s activities or made otherwise by its children or staff and for washing up, drying and putting away any crockery, cutlery or other kitchen equipment or utensils.
- 6.4 The Club shall be responsible for tidying away all equipment and furniture by the end of the hire period.
- 6.5 The Club shall reimburse the Church for any loss, damage or breakages to the Hall, its fixtures, fittings, consumables, furniture or other Church property.
- 6.6 At the end of the period of hire, all sinks and toilets shall be left clean and ready to use by the next hirers.

7. OTHER MATTERS

- 7.1 Details of the Hall Hire Rules and Regulations applicable to **all** hirers are attached. Amongst other things they cover safety, fire prevention and action if fire occurs and must therefore be read, understood and followed thoroughly. They are to be considered as part of the main terms and conditions and treated as such.

Signed for the Church:..... Signed for the Club:.....

Dated: Dated:

Where the Club intends to apply for a Temporary Event Notice under Clause 4.6, such application is/is not approved:

.....
for and on behalf of the Church

CHURCH:]

HALL HIRE RULES AND REGULATIONS

1. RESPONSIBILITIES

- 1.1 For any Church-organised event in the Hall the Vicar or a Churchwarden must appoint a person who will be in charge of safety (“person in charge”) during the hire or event. Organisations such as [] will make their own arrangements in this respect.
- 1.2 For all other hires, the named hirer is deemed to be the “person in charge” for all matters, including safety unless s/he delegates this to another person.
- 1.3 The person in charge must:
 - make him/herself aware of these Rules & Regulations
 - at the start of the hire period ensure that all doors, bolts and locks etc., likely to be needed in an emergency operate freely and report any defects to the Vicar or a Churchwarden
 - take due care to prevent accidents and do nothing which could cause fire
 - ensure that the fire doors are kept closed and NEVER wedged open
 - report any incident (including accident, injury, illness, near miss, fire smouldering, theft or other crime, damage, loss or other untoward event) to the Vicar or Churchwarden and make an entry in the Incident Book kept in []
 - ensure no wax, chalk or other substance is used on the floor or elsewhere without the approval, in writing, of the PCC
 - not allow ball games, except where soft balls are used
 - not allow alcohol to be sold [or consumed]
 - ensure rubbish is put in the bins provided and that any rubbish which cannot be accommodated in the bins is removed from the premises completely and disposed of by the person in charge
 - ensure water, heaters, lights, all electrical equipment, gas stove and oven are used wisely and economically
 - ensure that water, heaters, lights, all electrical equipment, gas stove and oven are all switched or turned off and all doors locked securely before leaving the Hall
 - [remember that the Hall is situated in a residential area and]:
 - ensure that the activities carried out in the Hall cause no noise nuisance to our neighbours
 - remind people leaving the Hall after 10.00pm to do so as quietly as possible
 - appoint attendants (minimum 2, preferably 4) and instruct them in their duties:
 - the protection of the Hall from fire
 - ensuring that the evacuation routes and assembly points remain clear at all times
 - the need to maintain access to all exits throughout the period of hire
 - use of the fire extinguishers

- where cooking is involved, that those working in the kitchen know where the fire blanket is and how to use it safely
- how to summon the Fire Brigade
- ensuring that the 'No Smoking' rule is observed at all times

2. GENERAL

- 2.1 The full cost of any damage to, or loss from, the premises during the period of hire shall be met by the hirer.
- 2.2 Where the agreed letting time is exceeded, the hirer will be liable for excess charges.
- 2.3 Hire charges are normally reviewed annually and 3 months' notice will be given of any alterations to charges.
- 2.4 It is not possible for the Hall to be cleaned between every letting so hirers are asked to leave the premises in a clean and tidy condition. For casual lettings a deposit of [£] is payable in advance, which will be returned provided the Hall is left clean, tidy and undamaged.
- 2.5 Smoking is **not** permitted on the premises.
- 2.6 The premises are **not** licensed for the sale of alcoholic drink.
- 2.7 The premises are **not** licensed for public music or dancing.
- 2.8 Folding tables and/or chairs taken from [] should be returned after use.
- 2.9 The premises are equipped with cups, saucers and plates to cater for [] people. Please ensure that these are washed, dried and put away after use. [Cups should be stored no more than two high and plates and saucers not stacked so high that they could fall over]. Any breakages must be reported to the Lettings Secretary or Vicar and replaced or paid for.

3. IN THE EVENT OF FIRE

- 3.1 The nearest trained person may, if it is safe to do so, attempt to extinguish a fire using the appropriate extinguisher ("silver" or "red" extinguishers must never be used on electrical fires).
- 3.2 Those fighting the fire must ensure a means of escape is always available.
- 3.3 If the fire cannot be extinguished **IMMEDIATELY** the signal for evacuation (see 4.3 below) must be given.
- 3.4 If the fire appears to be getting out of hand no further attempts must be made to extinguish it.

3.5 A fire blanket is sited in the kitchen to extinguish pan fires or clothing fires etc. Those using the kitchen for cooking **MUST** read the instructions on the fire blanket container, in particular:

- pull the tapes to release the blanket
- wrap the blanket around the hands before attempting to place it over the pan to ensure the hands are not burnt
- leave the blanket in place until the pan cools below the ignition point of the contents
- turn off the gas.

The blanket can also be used to wrap tightly around someone whose clothes are on fire.

4. EVACUATION OF PREMISES

4.1 Those responsible for assisting in emergency evacuation are the person in charge and those appointed by that person as attendants.

4.2 The Hall must be evacuated in the event of any fire which cannot be extinguished **IMMEDIATELY** or where, for any other reasons (fear of immediate structural collapse) evacuation is considered essential.

4.3 The signal for evacuation will be an announcement such as:
“There is an emergency – leave at once by the nearest available exit and assemble in [the Car Park] – please move quietly and quickly.”

4.4 On the evacuation signal being given, the following actions and responsibilities will apply:

- The person in charge will direct oversight of the evacuation
- The attendants will (singly or together, depending on what needs to be done):
 - call the Fire Brigade on a mobile telephone or by using the public telephone at [] stating: “Fire at [] Church Hall, [address] (see notices displayed at []).
 - assist in encouraging people to leave quickly but without panic via the nearest available exit including the designated emergency exit
 - if one exit is impassable, direct people to an alternative exit
 - before leaving, check that no one is left in the toilet, kitchen, lobbies or any other part of the premises
 - if there is time to do this safely, turn off electrical equipment (but not the lights), and gas heaters and close windows and doors to prevent the spread of fire
 - leave via different exits, closing doors behind them to minimise spread of smoke or fire
 - by stationing themselves nearby, warning anyone not to enter the building while the emergency situation exists
 - take charge of those who will have assembled in [the Car Park] keeping them well clear of the Hall

- when it is safe to do so (and if the Fire Brigade have been called, it is they who will say when the building is safe enough to be re-occupied) they must advise people that they may re-enter the Hall; otherwise ask them to disperse

5. HALL KITCHEN

5.1 Those using the kitchen for cooking or food preparation must ensure:

- that they know how to use the fire blanket safely
- the requirement to keep the kitchen cupboards, work surfaces, stove, oven and utensils clean and hygienic is adhered to
- that they know the statutory food health and hygiene regulations, which must be observed
- that children must not be allowed in the kitchen whilst any cooking or food preparation is in progress and, where children are in the Hall, the door to the kitchen is kept closed.

6. CHILD PROTECTION POLICY

6.1 The signed current Child Protection policy is posted in the Church and Hall. A copy is reproduced overleaf. Hirers are required to read this and ensure that they have their own child protection policy and procedures that are consistent with these standards.

6.2 It is the responsibility of the Hirer to ensure that all necessary Child Protection checks have been undertaken before hire commences. The Church cannot accept any responsibility for the Hirer's failure to comply with this requirement.

7. PROTECTION OF VULNERABLE ADULTS

It is the responsibility of the Hirer to ensure the protection of any vulnerable adults using the Hall.