

# St Mark's Church, West Parley

## Hall Hire Terms & Conditions

The person named as Hirer in the Hire Agreement shall be responsible for ensuring that the following conditions of hire of St Mark's halls are complied with in all respects.

The Hirer will enter into a Hire Agreement with the Parochial Church Council of West Parley hereafter referred to as PCCWP.

PCCWP regards the safe care and protection of children and vulnerable adults as of the utmost importance. Groups that hire or use Church premises are expected to share this concern and make appropriate provision for the protection of children and vulnerable adults within their care. The Hirer shall ensure that any activities involving children comply with the provisions of the Children Act of 1989 and 2004. The Hirer is required under this legislation to ensure that children are protected at all times by taking all reasonable steps to prevent the occurrence of any injury, loss, damage or harm. This includes ensuring that at all times only fit and proper persons have access to the children.

All Hirers who are Regular Users are required to have in place an approved Child Safeguarding Policy on commencement of each period of Hire

**a) For Organisations with No Safeguarding Policy of their own:**

The PCC has a Parish Safeguarding Policy which forms an integral part of this Agreement. Acceptance of the booking is conditional upon the Hirer agreeing to work within the terms and conditions of this policy. The PCC Safeguarding Policy can be viewed on <https://stmarks-allsaints-westparley.org.uk/>

**b) For Organisations with their own Safeguarding Policy:**

The PCC will accept an Organisation's own Safeguarding Policy as long as it is no less stringent than the PCC's own. In the event that there are any concerns or allegations arising about children in the course of the Hirer's activities the PCC's Safeguarding Representative shall be contacted via <https://stmarks-allsaints-westparley.org.uk/safeguarding-policy/>.

By signing the Hire Agreement you are confirming that your group has a Safeguarding Policy and uses the Disclosure and Barring Service.

**All Hirers who are occasional or "One Off" Users (e.g. Children's Parties) are not required to have a Safeguarding Policy but must comply with the general requirements stated in the first part of this clause.**

**THE HIRER AGREES:**

**Your Booking**

1. That a booking is not confirmed until this Hire Agreement has been completed and returned to the PCC. The PCC reserves the right to cancel the booking if: exceptional, unforeseen circumstances arise; there is any breach of the conditions of the Hire Agreement; or there is misstatement or material omission on the part of the Hirer in connection with the Hire Agreement particularly relating to the purpose of hire.

2.1 **"One –off" bookings**, to pay the fees due before the event. If the Hirer wishes to cancel the booking the PCC may at its absolute discretion refund the fees already paid but shall be under no obligation to do so.

2.2 **Regular bookings** will be sent an invoice at the end of the month and payment must be made within 30 days of the date of the invoice.

3. That in the event of an important service such as a funeral taking place in the church, it may be necessary for the activity to be cancelled. In the event of The PCC cancelling the booking (for this or any other reason) all fees paid by the Hirer shall be refunded in full.
4. To follow any Government rules and restrictions that may apply because of Covid-19.
5. That the premises may be inspected to assess suitability for the purpose for which they are hired.
6. That no tenancy is intended to be created between The PCC and the Hirer and no relationship of landlord and tenant exists between them.
7. Car parking is available but all cars must be removed at the end of the letting.

### **Preparing for your Event**

8. To be responsible for obtaining adequate insurance against any third party claims this may be made against the Hirer whilst using the premises. The Hirer will indemnify the Parochial Church Council against all actions, claims, liabilities and costs whatsoever arising from use of the church and its facilities
9. To be responsible for obtaining any local authority or other licenses necessary in connection with the booking. The premises are not licensed for the performance of live or recorded music outside of church activity. Private parties are not subject to PRS and PPL license but commercial bookings are. For more information contact the local council or see [www.prsperformance.com](http://www.prsperformance.com) and [www.ppluk.com](http://www.ppluk.com) .
10. A licensed bar is not permitted on the premises.
11. That no signs, notices, posters or banners are to be displayed on the inside or outside of the building without prior written approval of The PCC. All such publicity shall bear the name, contact address and telephone number of the Hirer. A copy of the programme/advertising material should be attached to the Hire Agreement. Any signs, notices, posters and banners must be removed following the event.
12. That the Hirer has read The PCC's safeguarding policy and agreed to adhere to its recommendations in relation to their work with children, young people and vulnerable adults. Staff and volunteers involved in work or other organised activities with children or other vulnerable people will need to confirm that they have been DBS checked to assess their suitability to work with such people.
13. To carry out a risk assessment of your activities and act on findings to mitigate any risk (following any Covid-19 restrictions applying at the time of usage) including a site visit and meeting with the Hall Booking Coordinator.

### **On The Day**

14. To be responsible during the period of hiring for supervision and security of the premises and protection of the fabric and contents from damage.
15. To ensure that The PCC have access to all areas hired during the period of hire.
16. To ensure that the fire apparatus of the premises are not interfered with in any way and that all emergency exits are not obstructed and all persons using the premises are aware of the location of fire appliances and emergency exits.
17. To keep the amount of noise or other disturbance to an acceptably low level during the period of hire, and also during arrivals and departures so as not to cause nuisance or inconvenience to building users in other areas of PCCWP or to the neighbouring properties.
18. To ensure that the hire time as defined in the Hire Agreement, including time for setting up and clearing away the event, are adhered to.
19. To clear up after the event both inside the hired rooms and also outside where any mess may have been caused by the event (including any children's rubbish, overflow of waste from the event and smoking mess ).

20. That all rubbish will be taken away and disposed of off-site by the Hirer. We do not have the facilities to store rubbish from hires for collection later in the week, and the waste bins are not to be used.
21. Smoking or Vaping is not permitted in any area of the church land or halls
22. PCCWP welcomes people of all faiths and none. Yet you are reminded that this building is a place of Christian worship, and even though you may not share our beliefs, we ask that you are respectful of this fact in your use of the premises. It is for this reason that certain activities will not be allowed.

### **Afterwards**

25. To accept full responsibility, for and to The PCC for all claims and liabilities arising from injuries to any person, using the premises during the period of hire, except such as may be caused by the negligence of The PCC. If any such injury does occur, the Hirer must inform the Hall Booking Coordinator of the details, such that it may be recorded in the Accident book.
26. To indemnify the PCC for any damage or theft caused to the building, or to any fixtures, fittings or appliances belonging to PCCWP during the period of hire or as a result of any breach of the Hire Agreement together with costs arising from any claims.
27. That The PCC will not be responsible or liable for any damage to, or loss of property brought onto, or left on the premises by the hirer or any other person.
28. Access to the venue is limited to the agreed hired times. Should you find you have left something behind or require any further access, please contact the Hall Booking Coordinator (Derek Warner 01202 871952)

### **Regular Hirers**

29. That a regular booking is described as one where the Hirer has a rolling contract to cover their hire whether that be weekly, monthly or any other timescale. Both the Hirer and PCCWP will be subject to a 3-month notice period for the termination of this rolling contract. PCCWP reserve the right to terminate any regular hire after the 3-month notice period has expired without reason (provided proper notice was given). PCCWP reserve the right to terminate any regular hire with no notice where the Hirer is found to be in breach of any clauses in this Hall Hire Terms & Conditions.