

Church House HIRING AGREEMENT – ABBREVIATED VERSION

The description that follows is not the full version of the hiring arrangements which are held in the Church House User manual. This is easier to read, and covers most of the main issues. Hirers are advised that they should check the Manual, a copy of which can be found in Church House.

Capacity and Supervision

1. Church House must not contain more than **100 people** at any time. This includes entertainers etc, not just those participating in an event. For each pushchair or wheelchair the number allowed is reduced by two. For seated events the maximum audience is 70.
2. There must be a **minimum of two competent attendants** at any event and where most of the audience is under 16 there needs to be at least three people in charge. 'Competent' in this context describes someone who has read and understood the hiring arrangements, is aware of, and publicises to users the emergency exit, fire procedures and assembly point and has the use of a mobile phone in case of emergency. The person must take responsibility if anything untoward happens and must know the location of the first aid box. Also the person, where relevant, must understand the regulations on the sale of alcohol and the four licensing objectives: the prevention of crime and disorder, public safety, the prevention of public nuisance and the protection of children from harm; as well as relevant health and safety legislation in relation to refreshments.
3. Guests are expected to vacate Church House by the agreed time and only those clearing up can be in the building after the finish time of an event.
4. Please ask your guests to **leave quietly** at the end of an event.
5. Church House Management Committee reserve the right to determine who is and is not a competent person.

Safety

6. Church House is a **No Smoking** area.
7. Chairs should not be stacked more than 10 high on the trolleys provided.
8. Any **use of ladders** must be carried out with two people present and only with permission from the Committee.
9. The Hirer shall, if preparing, serving or selling food, observe the relevant food **health and hygiene legislation** and regulations. A checklist is displayed in the kitchen of Church House.
10. The Hirer shall ensure that any **electrical appliances** brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.
11. The Hirer must not bring **highly flammable substances** into the premises. Flammable internal decorations cannot be used without the agreement of the Committee and must always be kept away from lights.
12. The Hirer may not bring in his own heating appliances.
13. The Hirer shall ensure that any activities for **children under eight years** of age comply with the provisions of The Children Act of 1989. This says that only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks have access to the children. (checks may also apply where children over

eight and vulnerable adults are taking part in activities). The Hirer shall provide Church House Management committee with a copy of their Child Protection Policy on request. This requirement does not apply to parents holding birthday parties for their children.

14. Hirers are asked to ensure that **children under-12** are accompanied by an adult if they enter the kitchen area.

15. Anyone who would like **full details of all conditions and regulations** made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children can obtain a copy from the Church House Management Committee.

Fire

16. The Hirers acknowledge that they have read the fire instructions and:

b) Know the location and use of fire equipment. See diagram of location of fire equipment. There is a fire extinguisher in the the main hall next to the hatch, in the small meeting room, by the back door and the kitchen. There is also a fire blanket in the kitchen.

c) Know the escape routes and the need to keep them clear.

d) Know how to use the escape door fastenings.

e) Appreciate the importance of fire doors and of closing all fire doors at the time of a fire.

17. At the start of every event an organiser should inform all present of the location of the **fire exits, the fire extinguishers and the assembly point**.

18. The **phone** is on the issuing counter. The mustering point is on the pavement outside the gates to Church House.

19. If the Hirer sees any of the fire equipment or emergency lights are not working, they must inform a member of Church House Management Committee **immediately**.

20. The **action to be taken in event of fire**:

a) Call the Fire Brigade and evacuate the building.

21. If the fire alarm sounds and **there is no actual fire** or danger to anyone, the Hirer needs to investigate what set off the alarm and ensure there is no recurrence. For instructions for switching off and re-setting the alarm the Hirer needs to contact a member of the Church House Management Committee.

The Hirer must report the incident as soon as possible.

Conditions of hire

22. The Hirer is responsible for the supervision of the premises, the fabric and the contents and for the behaviour of all persons using the premises, whatever their capacity. If there is any damage the Hirer shall make good or **pay for the damage**, including accidental damage to the premises or to the fixtures, fittings or contents.

23. The Hirer shall not use Church House for any purpose other than that described in the Hiring Agreement. The Hirer shall not sub-hire, or use Church House or allow it to be used, for any unlawful purpose. The Hirer must not bring onto the premises anything which may endanger Church House, or render invalid any insurance policies and must not allow the consumption of alcohol without written permission.

24. Anyone hiring Church House for **commercial purposes** and playing recorded music, must either use an approved franchised, or PRS/PPL free site - e.g. *Zumba* - or show their **Phonographic Performance Licence** to the booking secretary and

leave a photocopy on file. Please contact the booking secretary for the appropriate form.

25. The Hirer must ensure that **illegal drugs** are not used or sold in the premises.

26. Any faults or damage must be reported to the booking secretary as soon as possible.

27. 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.

28. If the Hirer wishes to **cancel the booking** before the date of the event Church House is unable to get a replacement booking, the cancellation charges for non-represented clubs are:

Notice of over one month no charge.

less than 4 but over three weeks notice 25%.

less than 3 but over two weeks notice 50%.

less than 2 but over 1 week's notice 75%.

under 1 week full fee required.

For villager's cancellations, Church House Management Committee may review these charges in the light of prevailing circumstances.

29. The Church House Management Committee reserves the right to cancel any hiring by written notice to the hirer in the event of:

(a) the Church House management committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring

(b) the premises becoming unfit for the use intended by the Hirer

(c) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

30. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but Church House Management Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

31. Church House accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded.

32. Church House is insured against any claims arising out of its **own** negligence. Hirers should be aware that Church House insurance will not cover accidents to users where Church House is not negligent. Hirers should ensure they have insurance cover in the event of accidents caused by their own activities during the hired period.

Accidents

33. There is a **first aid box** in the kitchen.

34. Any **accidents** or incidents must be reported to the Committee and entered in our accidents record book located in the kitchen. Where relevant, the Booking Secretary of Church House will assist the Hirer in reporting the incident to the local authority.

Conditions of the Licensing Act 2003

35. The Licensing Act 2003 has specific objectives and these influence activities in Church House:

a) There is to be no performance that is **dangerous to the public** or of an explicitly sexual nature

b) Children may only see **films** with appropriate certificates

c) **Alcohol** must not be served to anyone under 18, persons drunk and disorderly or

unsuitable for any other reason

d) Alcohol can only be sold in Church House with the authorisation of the Church House Management Committee.

e) Church House Management Committee can approve other individuals to supervise the sale of alcohol and in all cases this must be at least two people who have signed to show they accept responsibility for the sale of alcohol and understand the duties laid on them

f) Church House Management Committee has the authority to close the bar if it is not content with the way it is being run

g) Church House Management Committee can authorise named individuals so that they can hold responsibility for the sale of alcohol and do not need to get their signed approval on each occasion. The approved individuals have to be confirmed once a year.

Leaving the Hall

36. Please **leave the building clean and tidy and ensure the book trolleys returned as per the Library Layout Plan and return the key to the booking secretary.**

37. Hirers are requested to supply their own tea towels, pot scourers, washing-up cloths and a plastic bin liner for the internal kitchen bin. Hirers are asked to recycle rubbish in the blue and green bins outside the kitchen door. Blue: Recyclable plastic, paper and card. Green: kitchen waste in bags. Bottles and cans can be recycled via the large bins in the car park adjacent to the field, and should not be placed in the bins outside the kitchen door.

Risk Assessment and the Church House insurers

38. A **risk assessment** is carried out annually and is attached to this document. Please read it.

Details of the Committee's **public liability insurance** cover are as follows:

Name of insurer: Ecclesiastical

Policy number: 04/CPO/0165779

39. **No rights** The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

Contacts:

Richard Davis – 01295 811557

Colin Ewles – 01295 816037

Marianna Krige 01295 816098