

CHRIST CHURCH *Stamford*

CHURCH CENTRE– STANDARD CONDITIONS OF HIRE

These standard conditions of hire apply to all hiring's of the church upper hall and/or basement suite. If the Hirer is in any doubt as to the meaning of the following, the Chair of Christ Church Parochial Church Council (PCC) should immediately be consulted.

- 1) **SUPERVISION** The Hirer, not being a person under 21 years of age, is responsible for being in charge of and **on the premises** at all times when the public are present and for ensuring that all conditions of the Licences in relation to management and supervision of the premises are met. The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort and the behaviour of all persons using the premises whatever their capacity; including proper supervision of car-parking arrangements so as to avoid obstruction of the highway. The Hirer shall make good or pay for all damage (including accidental damage) to the premises (including the curtilage thereof) or to the fixtures, fittings or contents and for loss of contents (including crockery, cutlery and tea towels).
- 2) **USE OF PREMISES** 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 nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon unless this latter has been requested in the hiring agreement.
- 3) **LICENCES** The Hirer shall be responsible for obtaining a licence, only after prior written consent has been given by the PCC which is subject to discretion. No admissions shall be made to such an event after 11 pm.
- 4) **GAMING, BETTING AND LOTTERIES** The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
- 5) **PUBLIC SAFETY COMPLIANCE** The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment. There shall, in addition to the Hirer, be a minimum of one competent attendant on duty on the premises, none of whom shall be less than 21 years of age. All persons on duty must be aware of their responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the fire brigade and evacuation procedure.
- 6) **HEALTH AND HYGIENE** The Hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations. The premises, kitchen and utensils must be left in clean condition. No food shall be left in the refrigerators or freezer. All table tops must be cleaned at the end of the hiring.
- 7) **ELECTRICAL APPLIANCE SAFETY** The Hirer shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner. No portable heating appliances shall be brought into or used in the building. In the interests of public safety hirers must make use of the residual circuit breakers. Highly flammable substances shall not be brought into, or used in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the PCC.
- 8) **INDEMNITY** The Hirer shall indemnify and keep indemnified each member of the Church Centre Management Committee and the Church Centre's employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises and (b) all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer. The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Church Centre Co-ordinator. Failure to produce such policy and evidence of cover will render the hiring void and enable the Church Centre Co-ordinator to re-hire the premises to another hirer. The Church Centre is insured against any claims arising out of its own negligence.
- 9) **ACCIDENTS AND DANGEROUS OCCURRENCES** The Hirer must report all accidents involving injury to the public to a member of the PCC as soon as possible and complete the relevant section in the Accident Book. Any failure of equipment either that belonging to the Church Centre or brought in by the Hirer must also be reported to the PCC **as soon as possible**. This is in

accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

- 10) **ANIMALS** The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the PCC. No animals whatsoever are to enter the kitchen at any time.
- 11) **COMPLIANCE WITH THE CHILDREN ACT 1989** The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children.
- 12) **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.
- 13) **CANCELLATION** If the Hirer wishes to cancel the booking before the date of the event, a cancellation charge of £10.00 may be made.
- 14) **END OF HIRE** The Hirer shall be responsible for leaving the premises 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. The premises shall be left in the same condition as they were found.
- 15) **NOISE** The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night, and shall ensure that no litter is left in or around the Church Centre
- 16) **STORED EQUIPMENT** The Church Centre 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. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or the PCC will dispose of it. Rubbish, waste, etc. shall be taken away by the Hirer.
- 17) **NO ALTERATIONS** No alternations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without prior written approval from the PCC.
- 18) **NO RIGHTS** The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

The Hirer agrees with Christ Church PCC to observe and perform the provisions and stipulations in this schedule:

Signed for and on behalf of the Hirer.....

Print Name

Date

Signed for and on behalf of the PCC or Learning Centre Management Committee

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Date