**ST ANDREWS CHURCH HALL PREMISES**

**TERMS & CONDITIONS OF HIRE – Updated April 2023**

**1 BOOKING**

All booking applications will be provisional until a completed booking form is provided when they will then be confirmed. The person signing this form will be considered to be 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 signed the form.

**2 HALL ACCESS & DEPARTURE**

Keys are kept in a wall mounted keysafe close to the hall door. The Hall Manager or other designated person will meet the Hirer before their first booking to give them the keysafe code, demonstrate how to access the keys and open the hall door. They will also be told how to safely lock the hall door before they leave. At that time, the hirer will be shown how to use the heaters, make payment, where to find the First Aid box and the Covid Risk Assessment will be pointed out to them as well as any other relevant health and safety notices. They will also be informed about where to find this Terms & Conditions of Hire document on St Andrews Church website.

At the end of hiring, the Hirer will be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise by an authorised representative of St Andrews Church and any contents temporarily removed from their usual position properly replaced, i.e. tables, chairs, kitchen and cleaning equipment.

**3 PARKING**

The hire of the premises does not include car parking in the church grounds with two exceptions:

1. The Hirer who may have heavy items to take in/out of the hall

2. Those who have a Blue Badge or those with other difficulties which would preclude them from attending. All other cars must be parked in the surrounding streets or car parks. The Hirer is responsible for this to be conveyed to their group members.

**Access to the Rectory at the side of the church must be kept clear at all times.** St Andrews Church reserves the right to ask for any cars related to this hiring to be removed or prevented from parking on site due to funeral or other concurrent/overlapping activities on site.

**4 SUPERVISION & RESPONSIBILITY**

The Hirer will during the period of hiring be responsible for the supervision of the premises, the fabric and content, their care, safety from damage, however slight and the behaviour of all persons using the premises whatever their capacity including the proper supervision of car parking arrangements to avoid damage to members of the public, obstruction of access to the Rectory and church events.

**5 SAFEGUARDING**

In the event that the hiring involves the attendance of children and young persons under the age of 18 or vulnerable adults at the premises, the Hirer confirms that there will be in place appropriate Child and/or Adult Protection Procedures. The Hirer agrees to ensure that all adults present on the premises are aware of these Procedures and abides by them. The Hirer confirms that, when necessary under the terms of Child and/or Adult Protection Procedures, appropriate Criminal Record checks from the Disclosure and Barring Service will be carried out in respect of persons involved with children, young people or vulnerable adults on the premises during the course of the hiring.

**6 EXCLUSIONS**

The Hirer shall not use the premises for any purpose other than that described on the Booking Form and shall not sub-hire or allow the premises to be used for any unlawful purpose or in any unlawful way, nor do anything to bring on to the premises anything which may endanger the premises or any insurance policies connected with the premises.

**7 ALCOHOL**

These are not licenced 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, permission needs to be sought at the time of booking.

**8 SMOKING**

The entire premises and grounds are a No Smoking Zone.

**9 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 the Hall Manager in writing at the time of booking. The Hirer undertakes to ensure that all noise is kept to a level such that neighbours in the local vicinity are not unduly disturbed. The Hirer agrees in any event to terminate all loud noise on the premises and whilst leaving the premises by 10.30pm.

**10 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 pays and shall ensure that such events shall not involve the infringement of any copyrights or performing rights. Where the purpose for which the premises are hired includes dancing, the Hirer shall not cause or allow the maximum number of patrons and/or guests admitted to exceed the number specified on the booking form.

**11 EMERGENCIES**

In anticipation of an emergency, it is the Hirer’s responsibility to ensure that he/she knows the location of first aid kits or has his/her own to hand.

**12 DAMAGE**

The Hirer shall indemnify St Andrews Church for the cost of repair of any of any damage done to any part of the property including the surroundings and contents of the building which may occur during the period of the hire. The Hirer shall not interfere in any way with the electricity, gas fittings or meter fittings or fixtures on the premises. 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 or other equipment.

**13 INSURANCE**

The Hirer acknowledges that the loss of any items left unattended is not covered by insurance policy held by St Andrews Church. The Hirer is responsible for ensuring that any necessary Public Liability insurances that may be appropriate are in place.

**14 CANCELLATION**

Should the Hirer wish to cancel the booking before the date of the event and is able to give at least a week’s notice which will enable that time and day to be re-booked by another party, no charge will be made. St Andrews Church reserves the right to cancel the hiring in the event of the premises being required for church events, for use as a polling station, for parliamentary or local government elections or by-elections. Even if the Hirer has a regular booking for the hire of the premises, St Andrews Church reserves the right to renew, vary or cancel any such regular arrangements. This right will not be unreasonably enforced. In the event of the premises or any part thereof being rendered unfit for the use of which it has been hired, St Andrews Church shall not be liable to the Hirer for any resulting loss or damage whatsoever.

**15 ACCESS**

The Hirer shall allow any duly authorised officer of St Andrews Church access to the premises or any part thereof at all times during the hiring.

St Andrews Church Hall Terms & Conditions of Hire

April 2023