



St Matthew with St Paul

*Pilgrims on a journey*

## **CONDITIONS OF HIRE OF THE PARISH PREMISES**

**The Parochial Church Council of the Parish of St Matthew with St Paul, Winchester ('the PCC'), agrees to allow the Hirer named in the Hire Agreement to use the part(s) of the church premises, on the agreed dates set out in the Hire Agreement, subject to the following conditions. By signing the Hire Agreement, the Hirer accepts these conditions of hire.**

### **1. For all bookings:**

- 1.1. The person signing the contract ('the Hirer') must be aged 21 years or over and will be personally responsible for the good behaviour of their guests and visitors and must ensure that all these conditions are complied with.
- 1.2. The Hirer shall satisfy themselves that the facilities to be hired are suitable for their purposes. The Hirer may not have exclusive use of the site and should check before the Hire Agreement is signed whether there will be any other users on the premises at the time of hire. During office hours, church staff may enter the premises; clergy may access the building at any time. If your booking needs the church to be quiet (e.g. for recording) please mention this at the time of booking.
- 1.3. The Hirer shall be responsible for any damage caused by them, or caused by persons on site in connection with their activity, to any property at or on the church premises.
- 1.4. Any cars parked on site must not obstruct access for other users or emergency vehicles. The PCC will not be responsible for any cars, or their contents, parked on site and cannot be held liable for any loss or damage to them.
- 1.5. At least one responsible adult of 21 years of age or over must be present during the period of hire. The Hirer and any such person(s) are responsible for all matters relating to safeguarding and shall ensure the safety of children and vulnerable adults at all times on all parts of the church premises. In addition, the Hirer is responsible for checking the safeguarding credentials of any third parties who they invite onto the site, including, for example, children's entertainers and, if required, their Disclosure and Barring Service (DBS) status. The Hirer is advised to prepare a short risk assessment for their activity, which may be useful to support any insurance claim.
- 1.6. The number of persons using the premises must not exceed that for which the application was made and approved.
- 1.7. Public liability insurance: the church policy covers 'one-off' events such as parties and small groups, as long as the Hirer does not hire the premises more than three times a year. Should the Hirer require to hire our premises more than three times a

year, or be an established group, our insurer recommends that the Hirer should have their own public liability insurance.

- 1.8. Please note that the church policy does not cover the use of bouncy castles on our premises.
- 1.9. The premises must be cleaned and tidied and vacated by the agreed time.
- 1.10. Access to the premises is by prior arrangement only from the time stated on the completed booking form. Access before this time is not permitted. You must have vacated the premises, including the car park, by the time of the end of your booking, at which time other hirers, etc. may enter.
- 1.11. In compliance with Health & Safety legislation, all electrical appliances are tested on a regular basis. Permission must be obtained in advance for the use of any equipment not provided by the PCC. It is the responsibility of the Hirer to ensure that such equipment complies with all legal and safety requirements, including Portable Appliance Testing.
- 1.12. The PCC is not responsible for maintaining food hygiene standards for the purposes of the Hirer. *We currently advise that food should not be prepared on the premises.*
- 1.13. All statutory requirements, including those relating to Health & Safety and public entertainments, must be strictly fulfilled by the Hirer. Film, music, dancing, indoor sporting events and stage events may be considered to be regulated entertainment and, as such, are licensable activities which require authorisation from the local licensing authority. It is the Hirer's responsibility to inform the local licensing authority and obtain the appropriate licence. This applies if tickets are to be sold to the public, or sold to friends and neighbours, or even if admission is free and open to all.
- 1.14. The premises may not be used for games of gambling or chance, other than raffles.
- 1.15. Alcoholic drinks are permitted, subject to restrictions and the prior permission of the PCC which is noted on the Hire Agreement. If money will be exchanging hands (either by sale or donations) for alcoholic drinks, it is the responsibility of the Hirer to obtain the appropriate Temporary Event Licences from Winchester City Council and to provide a sight of these licences to the PCC, if required.
- 1.16. Smoking is not permitted in any part of the premises.
- 1.17. With the exception of assistance dogs, no animals are permitted on the premises.
- 1.18. The Hirer shall not use the premises for the performance of any dramatic or musical work, or for the delivery of any lecture of which copyright exists, without the consent of the owner of the said copyright. The Hirer must not in any manner infringe any existing copyright, and must indemnify the PCC against any action for breach of copyright.

- 1.19. The fabric, fittings and contents of the premises shall not be interfered with in any way. No nails or screws shall be driven into walls, floors, ceilings, furniture or fittings. Posters or party decorations may be fixed to the notice boards but not the walls. No helium balloons shall be used inside the church building.
- 1.20. Any items of furniture that are moved / used during the period of hire, whether in the church, hall or rooms, must be returned to their original place before leaving. Fabric chairs must not be taken outside.
- 1.21. Furniture and apparatus required may be brought on to the premises at the Hirer's own risk. No articles of a flammable, explosive or dangerous nature can be brought on to the premises without prior consent of the PCC.
- 1.22. Members of the PCC and persons authorised by them have the right of access to the premises at all times including the time when the premises are hired by the Hirer, and they may monitor the events taking place.
- 1.23. Before, during and after the hire period, those attending must not cause a nuisance to adjoining premises or cause excessive noise. The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.
- 1.24. The PCC reserves the right to suspend or withdraw use of the premises by an individual or group with immediate effect, should any of these conditions be breached.
- 1.25. The decision of the PCC shall be final in all respects and this includes the right to:
  - 1.25.1. give not less than four weeks' notice in writing to cancel regular bookings if the premises are required for another event;
  - 1.25.2. cancel any event due to failure to comply with these conditions on previous occasions or due to unforeseen circumstances, without being liable to costs;
  - 1.25.3. refuse admission;
  - 1.25.4. insist that the noise level be reduced.
- 1.26. The PCC has a policy of ensuring that the church premises are used for the widest benefit of the community. The PCC cannot guarantee that regular bookings will automatically be renewed, but will always consult those affected.
- 1.27. The PCC reserves the right to cancel any hiring immediately on notice to the Hirer if:
  - 1.27.1. the accommodation will, due to circumstances outside its control, be unavailable for the hire period, in which case any hiring fees paid by the Hirer will be refunded and the PCC shall have no further liability to the Hirer; or
  - 1.27.2. the Hirer has failed to pay the rental when due, disclose material information concerning the proposed hiring or there are reasonable grounds to conclude

that these conditions of hire may be breached to a material extent in which case any refund of the hiring fees shall be at the discretion of the PCC.

1.28. Loss, damage and injury

1.28.1. The PCC shall not be responsible for any loss or damage whatsoever to any property arising out of the hiring, nor for any loss, damage, personal injury or death which occurs during the hiring suffered by any person or persons visiting the premises in connection with the hiring, except to the extent that such loss, damage, etc. is caused by the negligence of the PCC, its staff or agents. The hirers shall indemnify the owners against all claims arising out of such loss and damage or injury, and shall be responsible for taking all necessary safety precautions.

1.28.2. Hirers are responsible for any accident or injury arising out of the activity for which they have booked the premises. First aid boxes and incident forms can be found in the kitchens of the hall, rooms and church (an additional first aid box is located in the accessible toilet at St Paul's Church). Any such accidents or injuries must be recorded and the completed form returned to the office, or left in the black post box next to the hall door. This will be retained for our records. It is the responsibility of the Hirer to ensure that the premises are safe for the purpose for which they intend to use them.

1.29. The PCC will seek to keep the premises in good repair, fit for use and complying with relevant legislation. In line with diocesan guidelines for church premises, we are insured with the Ecclesiastical Insurance Group. For more information, please visit <http://www.ecclesiastical.com>.

1.30. Should the Hirer require the use of any other facilities or equipment during the period of hire, they must state these needs on the Booking Form. Whilst the PCC will always endeavour to help wherever possible, we may not be able to meet additional requests, if no prior agreement has been given. If further facilities are hired, a special deposit will be required, prior to the event, the sum being determined by discussion with the Parish Administrator. Please note that an extra charge over and above the deposit paid may be made by the PCC at its sole discretion, for example, but not exclusively, where:

1.30.1. damage is caused to any property at or within the premises for which the PCC incurs a cost for repair;

1.30.2. broken / lost items require replacement;

1.30.3. the premises are not left in a clean and tidy condition;

1.30.4. the premises are not vacated at the agreed time.

The decision of the PCC is final when considering whether extra charges will be made.

1.31. Any notice to be given under this agreement must be given in writing to the Parish Administrator on behalf of the PCC, or the Hirer, as stated on the Hire Agreement. Notices can be given by email to the email address specified on the Hire Agreement or as otherwise notified to the other party.

## **2. Fire and safety**

- 2.1. Equipment and escape routes are in place and clearly marked. These are serviced and reviewed annually. Fire appliances should be handled only by persons familiar with their use, and if it is safe to do so.
- 2.2. Brief emergency procedures are displayed at the back of the church, the hall lobby and in the Parish Rooms, and the Hirer should familiarise themselves with the position of emergency exits and fire appliances.
- 2.3. Fire exits must be kept clear at all times.
- 2.4. The Hirer is responsible for informing people that in the event of a fire, or any other threat to safety, they should evacuate the building immediately and assemble in the far corner of the car park, ensuring that clear access is available for emergency vehicles. The Hirer should then telephone for the emergency services, check the building is clear of occupants (if safe to do so) and leave the building closing all the doors behind them. NB Hirers should bring a mobile phone with them for emergency use.
- 2.5. As soon as evacuation is complete, the Hirer should inform the churchwardens of the incident (please note that these numbers are for use in an emergency only and must not be used for routine enquiries). Regular hirers should carry out a realistic fire drill once a year and inform the Parish Administrator when this has been done.
- 2.6. When using or tidying up St Paul's Hall, remember that the far door is a fire exit and should not be obstructed at any time.
- 2.7. For safety purposes, the Hirer is advised that:
  - 2.7.1 there are differences in floor levels within St Paul's Church at the dais and there is a ramp which can be used;
  - 2.7.2 there are uneven floor surfaces in St Matthew's Church;
  - 2.7.3 the doors on the serving hatch in St Paul's Church are large and extremely heavy, and great care should be taken when opening and closing these doors to avoid injury.
- 2.8. While the PCC seeks to ensure all areas are safe, the Hirer is advised, and the Hirer agrees, not to use the outside children's play areas under overhanging trees during high winds.

### **3. Complaint procedure**

While the PCC hopes that the Hirer's use of the premises will go well, should there be any problems, difficulties or concerns, they should be raised in the first instance with the Parish Administrator.

If a resolution is not achieved, the issue will be referred to the churchwardens and the PCC.

### **4. Payment, notice and keys**

#### **4.1. For one-off users:**

4.1.1 The amount due for hire of the facilities must be paid at least fourteen days in advance and should be sent with the completed booking form and a separate deposit (cheque or cash) for the agreed sum. The cash / deposit cheque will be returned / destroyed on condition that the facilities are left in a satisfactory state, all of the Hirer's rubbish removed from the premises and the key returned. If additional cleaning charges are incurred, the key deposit cheque will be cashed.

4.1.2 Both the Hirer and the PCC must give at least two weeks' written notice to the other to terminate the Hire Agreement. If any shorter period of notice is given, the PCC reserves the right to pass on to the Hirer any costs unavoidably incurred or to impose a cancellation charge.

#### **4.2. For regular users:**

4.2.1. An invoice will be issued [at least four weeks prior to the commencement of each term] and payment must be [at least seven days prior to the commencement of each term] made termly in arrears.

4.2.2. If the Hirer fails to make the rental payment on time, the PCC may, on notice to the Hirer, suspend use of the premises to the Hirer until the payment is made. If the rental is not paid within four weeks of the due date the PCC may, on notice to the Hirer, terminate the Hire Agreement with the Hirer.

4.2.3. Both the Hirer and the PCC must give at least four weeks written notice to the other to terminate the Hire Agreement. If any shorter period of notice is given, the PCC reserves the right to pass on to the Hirer any costs unavoidably incurred or to impose a cancellation charge.

4.3. Keys for the premises will need to be collected from the Parish Office, by prior arrangement with the Parish Administrator. Arrangements for the return of the keys will be made at this time. Should any keys be lost, the cost of replacements will be charged to the Hirer.