

**HOLY EPIPHANY CHURCH
46 CASTLE LANE WEST
BOURNEMOUTH
BH9 3JT**



**CONDITIONS OF HIRE OF PREMISES
and
HIRING AGREEMENT**

CONDITIONS OF HIRE

These are the conditions upon which the Church agrees to permit the hirer named on the booking form to use the Premises and which the hirer agrees to observe and perform. The hirer is not allowed to sublet or transfer a letting.

1. Hirer's Responsibilities

- 1.1. Hirers are responsible for the Hall/Jubilee Room and its contents throughout the period they have booked. The premises will not be left unattended by the hirer named on the booking form between taking over and handing back to an official of the church, and during this time it is their responsibility to abide by all the conditions of hire and supplementary conditions in special circumstances.
- 1.2. Hirers must not exceed the capacity limit of the Hall (a total of 140 persons)/Jubilee Room (a total of 60 persons)
- 1.3. The nature of the function must be made clear at the time of booking. The premises must not be used for any other purpose other than the 'purpose of hire' stated on the booking form.
- 1.4. It is against the law to allow smoking on any part of the premises.
- 1.5. Fireworks may not be let off in the building or in the grounds without prior arrangements being made with the Bookings Secretary.
- 1.6. Any hirer wishing to supply, or allow the consumption of, alcohol during any period of hiring must abide by the supplementary conditions (see attached).
- 1.7. Any hirer wishing to work with children or vulnerable adults must have a safeguarding policy in place. Neither unsupervised children under the age of 12 years nor animals (except assistance dogs) are permitted in the kitchen or servery areas.
- 1.8. A deposit is required to be paid on booking the event and the hiring fee is to be paid at the commencement of the hiring. Multiple lets and bookings by corporate bodies will be invoiced regularly. A hirer who wishes to cancel a booking must give 28 days' notice, otherwise they will be liable to payment of £10 unless exempted by a decision of the Premises Committee.

2. Security and Cleaning

- 2.1. The hirer is responsible for leaving the premises clean and tidy and for removing all refuse. The church's bins are not to be used for the disposal of hirer's refuse. Please take your litter, INCLUDING ALL FOOD WASTE, home with you.
- 2.2. Chairs and tables must be cleaned and left as found. Crockery must be washed and put away.
- 2.3. All lights, taps, water heaters etc must be turned off, windows closed and secured, and the buildings securely locked before departure.
- 2.4. Hirers are required to return the keys as directed immediately at the end of each hire.
- 2.5. Any property of the hirer or persons attending the function that is not claimed will be disposed of within one week.

3. Equipment

- 3.1. No electrical appliances may be brought into the building without prior permission.
- 3.2. No alterations shall be made to any lights, heating or other electrical equipment without prior permission of the Premises Committee.
- 3.3. Hirers are responsible for ensuring that any electrical equipment connected by them to the electricity supply in the buildings will not damage the electrical system in the buildings, and the hirer will be responsible for the costs of repairing any such damage. Any equipment that is permitted must be P.A.T. tested.
- 3.4. Whenever live or recorded music is used, the hirer is responsible for complying with the requirements of the Performing Rights Society and/or Phonographic Performance Ltd (refer to additional conditions).

4. Damage

- 4.1. The hirer shall provide proper and efficient supervision of the behaviour of all persons on the site to ensure due care and safety to the premises, fabric and contents and to ensure that no nuisance is caused either to concurrent users of the premises or the neighbours. The hirer shall ensure that a responsible person is in attendance at all times during the hiring and until the premises are cleared and locked.
- 4.2. Hirers will be held responsible for any damage to the Premises and/or any equipment therein during the time of hire. Any damage must be reported to the Bookings Secretary at the time of returning the keys.
- 4.3. The church shall not be responsible for any loss or damage howsoever caused which may be sustained during the hire period.
- 4.4. All hirers are reminded of their responsibilities to third parties and the need to arrange their own Public/Third Party insurance cover, including for children's parties. Regular hirers must present the original policy document to the Booking Secretary, together with a copy (see supplementary conditions).

5. Emergency Procedure

- 5.1. Exit doors must be kept unlocked and unobstructed at all times.
- 5.2. Suitable persons must be present to keep order and be briefed to open exit doors and supervise evacuation in the event of an emergency.
- 5.3. Any personal injury that occurs during the hire period must be recorded in the Accident Book kept with the First Aid Box in the Hall kitchen. Please use items from the First Aid Box as required, but usage must be reported to the Bookings Secretary at the end of the Hire Session so that used items can be replenished.

6. Additional Conditions

Officers of the Church, the PCC and the Premises Committee retain the right of access at all times, to refuse a booking, to refuse admission, or to curtail or cancel without giving a reason. If they curtail or cancel a function or the premises become unavailable for any reason, the liability of the PCC is limited to a refund of hire charges. The Church reserves the right to refuse any application or cancel a booking without stating a reason. In such case, any fee paid will be returned and the Church will be under no further liability.

The pre-school playground area is out of bounds at all times

The Hirer undertakes to abide by all the supplementary conditions with respect to:

- a) Insurances
- b) Provision of alcohol
- c) Child protection arrangements
- d) Risk assessments
- e) Licences for entertainment.

A copy of these conditions shall be retained by the hirer for reference before and during the hire.

Note: If the hirer changes at any time, all agreements will need to be re-signed and in any case they should be reviewed annually.

SUPPLEMENTARY CONDITIONS

1. Insurances

The Church and its Officers are insured against claims for Public Liability for all events on its premises. This cover does not extend to hirers of the premises. It is the responsibility of the Hirer to make arrangements for any insurances required and to produce copies of such policies as are applicable for retention by the Bookings Secretary prior to the event.

The church's buildings and contents are insured but this does not cover items brought in by those hiring the premises.

2. Provision of Alcohol

There are legal requirements with respect to the provision of alcohol at events in private Halls.

IT IS THE RESPONSIBILITY OF THE HIRER:

- a) To inform the Booking Secretary at the time of booking if alcohol is to be consumed or sold at an event;
- b) To obtain A SUITABLE LICENCE IF ONE IS REQUIRED;
- c) To produce the Licence for the Booking Secretary at least one week before the commencement of the hire.

3. Risk Assessments

The Church has an agreed Health and Safety Policy. Any event taking place on our premises that is deemed to require it at the time of booking will need to obtain a suitable completed Risk Assessment.

IT IS THE RESPONSIBILITY OF THE HIRER:

- a) To complete a suitable Risk Assessment
- b) To supply the Booking Secretary with a copy at least one week before the date of hire.

4. Children's Activities or whenever Children or Vulnerable Adults are present

The Church has an agreed Safeguarding Policy, and all hirers of the premises must abide by this procedure. By admitting young people (all children under 18 years of age as defined by the Children Act) or vulnerable adults you become responsible for their safety. You must take proper steps to prevent injury, loss, damage or harm to them or other vulnerable people throughout your hire.

IT IS THE RESPONSIBILITY OF THE HIRER:

- a) To ensure standard ratios for supervision required under the Children Act are followed (see Keeping Children Safe in Church).
- b) Regular lets must sign a separate agreement whereby they agree to abide by Safeguarding procedures.
- c) Any photographic images of children taken for public display must comply with the Data Protection Act 1998

KEEPING CHILDREN SAFE IN CHURCH LEGAL REQUIREMENTS WHERE CHILDREN ARE PRESENT

Recommended Ratio of Adults to Young People

The ratio of adults to young people must be adequate to ensure safety. The standard ratios under the Children Act are as follows:

Under 2 years	1 adult to 3 children
Under 3 years	1 adult to 4 children
Under 8 years	1 adult to 8 children

For children over the age of 8, the recommended ratio is a minimum of 2 adults for up to 20 children and one additional adult for every 10 extra children or part of 10. At 18 years they cease to be children.

There must always be at least 2 adults in attendance, and if there are boys and girls in a group then there must always be male and female adults present.

CHECKLIST FOR AFTER YOUR EVENT

- 1 Food/drink to be cleaned off chairs, tables and floor. ☐
- 2 Chairs/tables to be stacked in an orderly state as found. ☐
- 3 Premises to be swept and tidied and toilets left clean. ☐
- 4 Filled refuse sacks to be removed from the premises.
(Hirers must provide their own refuse sacks and church bins may not be used for depositing waste) ☐
- 5 Sink/wash basin taps to be checked to be OFF. ☐
- 6 All windows to be closed and secured. ☐
- 7 All lights and other electrical equipment to be turned OFF. ☐
- 8 Exterior doors to be locked and secured. ☐
- 9 Breakages/damage to be notified to the Bookings Secretary. ☐
- 10 Key to be returned promptly, as arranged. ☐