

## **St. Margaret's Church & Community Hall TERMS AND CONDITIONS OF HIRE**

Hiring of the church, church hall or meeting room is arranged on behalf of St. Margaret's Church & Community Hall (hereafter referred to as "the Church") by the Hall Committee (hereafter referred to as "the Committee") and is subject to the following procedures and conditions:-

### **Booking**

1. Clients should contact the Booking Officer in the first instance to discuss the availability of the premises on the requested date(s) and the appropriate hire charges.
2. The hire period shall make allowance for and include any setting up time before the event and any clearing up time after the event has finished.
3. All applications for using the premises shall be made by submitting a fully completed booking form to the Booking Officer.
4. A non-returnable deposit of 25% of the total hire charge will normally be required to secure a booking for an occasional event. The booking will be confirmed by sending an invoice/statement after the booking form and the deposit have been received.
5. No deposit will be required for regular events organised by established clients, but all hire agreements will be subject to renewal at least once a year.

### **General**

6. The Church shall retain priority use of the buildings for its own purposes and the Committee reserves the right to cancel any hire agreement by giving as much notice of cancellation as is practicable. Any fee already paid will be refunded, but the Hirer shall have no further claim for any loss that may be incurred as a result of such cancellation.
7. The Church will not be liable for the death of, or injury to, any person attending the premises for the function which is the subject of the hiring, or for any losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability incurred by the Hirer in the exercise of the rights granted by the hire agreement, except where such death, injury or loss is due to the negligence of the Church or its representatives.
8. The Church will not under any circumstances be liable for any damage to, or loss of any goods, articles or property of any kind brought into or left at the hall or church either by the Hirer for his/her own purposes or by any other person attending the premises, or left or deposited with any representative of the Church.
9. The Hirer shall maintain adequate insurance for all such liabilities as are mentioned in Condition numbers 7 & 8 above, arising out of his/her occupation and activities, whilst at the premises. The Hirer shall provide evidence of adequate insurance cover if required.
10. Members of the Committee and duly authorised officers of the Local Authority shall be allowed access to the premises at all times.
11. The hire charges and conditions of hire shall be reviewed periodically by the Committee and the latest versions of these shall be used in all instances.
12. The Hirer (or other adult nominated by the Hirer) shall be present for the whole period of the hiring. If the Hirer wishes to nominate another adult to oversee the event, the name and address of that person shall be given to the Booking Officer before the date of hiring.
13. The Hirer shall take all reasonable steps to prevent occurrence of any injury, loss, damage or harm to children attending the premises.
14. The Hirer shall be responsible for any damage to the premises, furniture and fittings therein.
15. No posters or other notices shall be posted inside or outside the premises without the prior approval of the Committee.
16. No tickets shall be sold at the door to members of the public without the prior approval of the Committee.
17. Fire exits, which are clearly marked, shall be kept free of obstruction at all times.

18. The use of smoke machines or lighted candles (except for those on a celebration cake) shall not be allowed. There shall be no smoking in the hall or church.
19. The use of pins, adhesive tape, Blue-Tac or the like is strictly forbidden on painted surfaces. However, the wooden batons on the hall walls may be used to attach posters, balloons, etc.
20. The hall or church, including the toilets, must be left in a clean condition and comparable to that at the start of the hire period. Any spillages on the floor or furniture must be cleaned immediately.
21. All kitchen surfaces shall be left clean and tidy and all taps shall be securely turned off. The cooker should be cleaned after use and left in a condition comparable to that at the start of the hire period. The Hirer shall provide his/her own tea towels. All breakages shall be declared and paid for. China, cutlery and other utensils shall be left clean and put away after use.
22. The Hirer shall comply with the Hall's Equal Opportunities Policy and its Environmental Policy.
23. All unused food or drink and all rubbish shall be removed from the premises and it is suggested that the Hirer brings suitable bags for this purpose. Rubbish may be put in the dustbins outside if there is room. Otherwise, the Hirer shall take any generated waste away for disposal.
24. Chairs and tables shall be tidily stacked away after the event, except where an additional fee has been agreed for hall staff to carry out this task.
25. No alcohol shall be sold on the premises without the prior approval of the Committee.
26. The Hirer shall be responsible for maintaining good order and ensuring that no nuisance is caused to users in other parts of the hall, to activities in the Church or to nearby residents.
27. The hall or church shall not be used before 9am or after 11pm without the approval of the Committee. The Hirer shall comply with the Premises Licence in all respects and shall vacate the hall or church promptly at the end of the agreed hire period.
28. No sub-letting shall be allowed.
29. The Hirer shall take every care to ensure that no disorderly person enters or remains on the premises.
30. The Hirer shall not infringe any copyright, or allow any copyright to be infringed.
31. Central heating and water heating arrangements shall not be altered without consent.
32. The decision of a member of the Committee on acceptable noise levels and proper use of the premises shall be final. If sufficient action is not taken by the Hirer to reduce noise levels when requested to do so, the electrical power will be switched off. In such an event, the Committee will accept no liability for any subsequent loss or damage that may be incurred by the Hirer.
33. In the event of failure to comply with a request or direction of the member of the Committee regarding the proper use of the premises, the member is entitled to terminate the hiring and direct the premises to be vacated immediately.

**Invoicing and payment**

34. For individual events, an invoice will be sent to the Hirer at the time of booking. This will detail the total charge, the deposit paid to secure the booking and the remaining balance to be paid on or before the day of the event.
35. For regular bookings, an invoice or statement of account will be sent to the Hirer monthly or quarterly. This will detail the total charge, the payments received and any balance outstanding. Prompt payment is appreciated and, in any case, is expected within 28 days of the invoice date.
36. Cheques should be made payable to "St. Margaret's Church Hall". Other forms of payment (e.g. by cash or bank transfer) can be arranged, but credit or debit cards cannot be accepted.
37. Records will be kept of all monies received, but receipts will only be sent to the Hirer if requested.
38. As an alternative to invoicing, established clients with regular bookings will be given the opportunity to set up another form of payment (e.g. by standing order).
39. The Committee reserves the right to deny access to any hirer who has an account that is more than 28 days in arrears and who has not contacted us to discuss late payment. This exclusion may be imposed immediately without notice and remain until the outstanding debt is cleared.