

# St. George's Church Centre Hire Agreement

## Standard Terms and Conditions of Hire

Hire Agreements of St. George's Church Centre ("the Church Centre") are subject to these Standard Terms and Conditions of Hire and any Special Conditions of Hire. No exclusion of any term or condition can apply unless specifically granted in writing, by the **Designated Premises Supervisor (DPS), Mr. John Clifford**.

**1. Undertaking of the Hirer**

**The Hirer undertakes** to ensure he has an understanding of the Church Centre Terms and Conditions and must be aged 18 or over.

**2. Supervision by the Hirer**

**The Hirer undertakes** to be present throughout the hiring to ensure the Terms and Conditions are adhered to.

**3. Responsibility of the Hirer**

**The Hirer shall**, be responsible during the period of hire for:-

- Supervision of premises, fabric and contents, their care and safety from any damage or change of any sort.
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by others.
- Ensuring that everything is left clean and tidy with rubbish removed at the end of the hire.
- Ensuring that all equipment, chairs and tables have been returned to storage positions tidily, the premises are cleared of people, all lights switched off, and the building secured by the use of the keys supplied, except for any facilities or room or public area in use by another continuing hire.
- 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 or access road.
- Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure.
- Ensuring that no animals, except guide dogs are brought into the building, without written permission of the (DPS)
- Ensuring that NO animals whatsoever enter the kitchen at any time.
- Ensuring that any electrical appliances brought onto the premises and used there shall be certified safe and in good working order, and used in a safe manner, using residual current circuit breakers where appropriate.
- Ensuring that no LPG appliances or highly flammable substances are brought onto the premises.

**4. Use of Premises**

**The Hirer shall not:-**

- Sub-hire or use the premises for any purpose other than that described in the hiring agreement
- Use the premises or allow the premises to be used for any unlawful purpose or in unlawful way
- Do anything or bring onto the premises anything which may endanger the premises or render invalid any insurance policies in respect thereof
- Allow the use of drugs on the premises or allow smoking in the building.

**5. Authority required by the Premise Licence to supply alcohol or to provide public entertainment**

Under NO Circumstance may alcohol be supplied or consumed on the premises without the specific written authority of the Church Centre as granted by the **Designated Premises Supervisor ("DPS")** under the Premises Licence. Performance of entertainment for the public also requires specific written authority by the (DPS).

**6. Compliance with The Children Act of 1989**

**The Hirer shall** ensure that any activities for children under eighteen years of age comply with the provisions of The Children Act of 1989 and only fit and proper persons have access to the children.

**7. Compliance with other relevant legislation**

**The Hirer shall** ensure that the users:

- Comply with all conditions and regulations required by the **Premises Licensing Act**, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment
- DO NOT contravene the **Copyright Act**.

**8. Indemnity**

The Church Centre takes no responsibility for any claims in respect of damages including loss of property or injury to persons arising from the use of the Church Centre by **the Hirer**.

**The Hirer shall** make good or pay for all the damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

**9. Insurance**

The Church Centre is insured against any claims arising out of its own negligence and its public liability cover extends to cover non profit making, i.e. non-commercial hirers.

**10. Accidents and Dangerous Occurrences**

**The Hirer must** report all accidents involving injury to any person within the Church Centre and Grounds to the **DPS** as soon as possible, and complete the relevant section in the Church Centre's Accident Book. (This is located in the kitchen)

**The Hirer acknowledges** that he has received instruction, where applicable, on the following:

- The action to be taken in event of fire (including calling the fire brigade and evacuating the Centre);
- The location and use of fire equipment;
- Escape routes and the need to keep them clear;
- The method of operation of escape door fastenings;

**The Hirer shall also ensure** for any entertainment that:

- A minimum of 1 further competent adult shall assist people entering and leaving. If most of the audience is under 16 the total number of adults shall be not less than 3.
- They have a means of contacting the emergency services (as there is no phone on site)

**11. Restrictions under the Premises Licence on Capacity, Hours of Opening, and Purpose of Hire**

- The number of people using each room hired shall not exceed that permitted for those rooms, and **the Hirer** Shall have a method of monitoring the numbers, such as pre numbered tickets. 25 in Lounge, 200 in hall.
- The premises shall only be used for the purposes and between the hours set out in the Premises Licence.(on display in Church Centre).

**12. Restrictions under the Premises licence on the Supply of Alcohol**

- Alcohol may not be supplied on the premises without the written consent of the Designated Premises Supervisor ("**the DPS**").
- Alcohol must not be supplied to any person under 18 years of age.
- Alcohol must not be supplied to any person who is already intoxicated.
- Alcohol must not be sold unsupervised by any person under 18 years of age.
- At a private party for which no charge is made for admission, food or drink, permission of the **DPS** will not normally be required. But you **MUST** advise the **DPS** if your function involves the consumption of Alcohol.

**13. Stored equipment**

The Church Centre accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring . The Church Centre may dispose of any such items 7 days thereafter at its discretion.

**14. Continuing hires**

Once a regular weekly hirer has signed a hire agreement, subsequent use of the same facilities for the same purpose will be deemed to be governed by that agreement.

**15. Cancellation by the Hirer**

In the event of cancellation the Hirer must notify the Church Centre Office as soon as possible.

**16. Cancellation by the Church Centre**

The Church Centre reserves the right to cancel a hiring by written notice to **the Hirer**.

In any such case **the Hirer** shall be entitled to a refund of any deposit or hire fees already paid, but the Church Centre shall not be liable for any resulting, direct or indirect loss or damages whatsoever.