

ST JOHN & ST LUKE
— ✠ —
CLAY HILL

Hiring agreement for the parish buildings of St John & St Luke, Clay Hill

THIS AGREEMENT is made on day of 20.....
BETWEEN THE PAROCHIAL CHURCH COUNCIL of St John & St Luke Clay Hill (“the PCC”) and the person(s) or
body named below (“the Hirer”) whereby in consideration of the sum(s) mentioned in section 4 below:-

PART A

The PCC agrees to permit the Hirer to use the premises or part(s) of the premises designated in section 3 for the purposes and period(s) and at the hiring fee specified below:

1. **Purpose of Hiring**

.....

2. **Period of Hiring**

Date(s)

Hours from to

3. **Description of rooms and facilities to be hired:**

St John’s Jean Price Hall / St Luke’s Hall (*Circle as appropriate*)

Details of part of building to be hired (as applicable)

.....

Number of people expected Age range:

Facilities required (*e.g. small or large tables, chairs, crockery*)

.....

Equipment to be brought into the building (*e.g. amplification system*)

.....

Will alcohol be provided at the event?

Will alcohol be sold at the event?

If YES, the Hirer is required to arrange a special licence which shall be made available for inspection prior to the start of the event.

4. **Hiring Fee** £

Less deposit received £

Balance £

NB: The balance of the hiring fee is payable by (date).

5. **Signed by the PCC's authorised representative:**

Name

Address

.....

Telephone number

PART B

THE HIRER agrees to pay the fee and provide the deposit set out in part A above and to observe and perform the provisions and stipulations contained or referred to in the PCC's Conditions of Hire for the time being in force and set out below and in such rules (if any) governing the use of the premises as the PCC may for the time being impose and of which the Hirer has been notified.

Signed by the Hirer

Name

Name of Organisation (if applicable)

Address

.....

Telephone number(s)

E-mail address

Date

FEES

- 1) The Parochial Church Council of the Parish of St John & St Luke, Clay Hill (PCC) reserves the right to amend these Terms and Conditions and scale of fees at any time and without warning.
- 2) The booking fee must be paid no later than **seven days** before the date of hire of the building. Non-payment may result in cancellation of the booking by the PCC.
- 3) The PCC reserves the right to cancel a booking in unforeseen circumstances but will provide such notice as is reasonable and the Hirer will be given a full refund of any payment made.
- 4) If a Hirer cancels a booking, all or part of the booking fee may be retained by the PCC as a cancellation charge. The sum so retained will depend on the circumstances and date of cancellation of the booking.

BOOKING TIMES

- 5) No booking may extend beyond 23.00.
- 6) The period of the booking includes time for the Hirer to dismantle and remove or store equipment, clean the building and clear refuse etc. made during the booking.
- 7) The Hirer must vacate the building promptly at the end of the time specified as closing the booking unless:
 - i) The normal closing time has been changed by written permission of the PCC, or
 - ii) Extenuating circumstances warrant a temporary extension of the booking. Such an extension will be at the discretion of the Buildings Manager who must be consulted at least one hour before the normal end of the booking and then only if there is no following booking.

BOOKINGS

- 8) No bookings will be accepted from anyone under the age of 18.
- 9) All bookings involving persons under the age of 18 must be supervised by adults at all times.
- 10) The maximum number of people who may attend a booking in a building at any one time is:
St Luke's Hall 100 seating or 125 standing and St John's Hall 30.
- 11) When a booking continues from week to week, there may be occasions when the PCC will require the use of the building for occasional services, worship and social bookings. On these occasions, reasonable notice will be given to the Hirer.
- 12) The Hirer shall not use the building for any purpose other than that described in the booking form and shall not sub hire or use the building for any unlawful purpose or in any unlawful way or do anything or bring into the building anything which may endanger the same or render invalid any insurance policies in respect thereof.
- 13) Intoxicating liquor may not be sold and music and dramatic performances may not be performed within the building unless the appropriate licence has been obtained by the Hirer. The Hirer is responsible for the observance of all regulations affecting the building imposed by the Licensing Justices, the Fire Authority, the Local Authority or otherwise.
- 14) The Hirer shall, if selling goods in the building, comply with all relevant fair trading laws and any local code of practice issued in connection with such sales.
- 15) The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
- 16) It is illegal to smoke inside any parish building.
- 17) The Hirer is responsible for the movement and setting-up of all equipment, tables and chairs etc. required during the booking.

HEALTH AND SAFETY

- 18) The Hirer must ensure that all activities for children under eighteen years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and that only fit and proper persons, other than close relatives, who have passed the appropriate Disclosure and Barring Service (DBS) checks should have access to the children. Checks may also apply where vulnerable adults are taking place in activities. Where applicable, the Hirer must provide the Buildings Manager with a copy of their DBS checks and Child Protection Policy on request.
- 19) The Hirer shall, during the period of the hire, be responsible for supervision of the building, both fabric and contents: their care, safety from damage however slight, or change of any sort and the behaviour of all persons using the building.
- 20) The Hirer will be responsible for proper supervision of car parking arrangements (if any) so as to avoid obstruction of the highway.
- 21) At no time may any exit or passage to the building be blocked, locked or rendered unusable in any way.
- 22) Fire extinguishers must not be used except in the event of fire. Use of them must be reported to the Buildings Manager as soon as possible.
- 23) For bookings involving large groups of people including concerts or dramatic performances, the Hirer must appoint stewards and position them next to all the exits, to facilitate evacuation from the building should the need arise.
- 24) The Hirer must make all users aware of the fire exits and where to meet if the building has to be vacated.
- 25) The Hirer must report all personal injury incurred on the premises within 24 hours to the Buildings Manager who may request that a written report of the incident be provided.
- 26) The Hirer must report any failure of or damage to the building, its fittings, equipment and furniture to the Buildings Manager within 24 hours.

- 27) No alteration or addition may be made to the electrical installation in the building without the written permission and authorisation of the PCC. No unqualified person may make any alteration or addition to the installation in any circumstances whatever.
- 28) The Hirer must ensure that all equipment including bouncy castles brought into the building either by the Hirer or by other persons connected with the booking are used in a safe and proper manner, in accordance with the manufacturer's or supplier's requirements and recommendations, are in safe and good working order, and, where appropriate, have been PAT tested within the last 12 months.
- 29) No additional equipment or furnishings may be brought into the building which may interfere with or prevent the use of any facility provided by the PCC or otherwise cause inconvenience to other users of the building without the written authorisation of the PCC.
- 30) No facility provided by the PCC may be modified or put-out of use in any way at the building, so that it remains modified for other users of the building, without the written permission of the PCC.
- 31) No gas, electrical or oil heaters may be brought into and used within the building for any purpose, including heating food or rooms, without the written permission of the PCC.
- 32) No decorations, notices or flags etc may be fixed to the interior or exterior of the building without the permission of the PCC.
- 33) The use of ladders is only permitted with the permission of the Buildings Manager.
- 34) As there are no telephones installed in the building, the Hirer is required to carry a working mobile phone to enable the emergency services or the Building Manager to be contacted if needed.
- 35) The PCC reserves the right to inspect the building at any time to ensure compliance with these terms and conditions.

END OF A BOOKING

- 36) All equipment belonging to the premises, including all chairs, tables and utensils, used during the booking must be returned to the correct storage locations in a clean condition.
- 37) All refuse and materials and equipment brought into the building for the hire, must be removed by the Hirer and not left in or outside the premises. The Hirer is responsible for organising, if required, special collection of unwanted items by Enfield Council or any other appropriate organisation.
- 38) The Hirer must ensure that all gas and electrical appliances including lights, heaters, tea urn, microwave and kettles (but not refrigerators) have been turned off before leaving the building.
- 39) The Hirer must leave the building and surrounding area as it was found in a clean and tidy condition, properly locked and secured unless directed otherwise.

LIABILITIES

- 40) The PCC shall not be liable for loss or damage to Hirer's own equipment, personal effects or any personal injury caused through use of such equipment either by the owners of the equipment or by any other users of the building.
- 41) The Hirer will be liable for all damage to the building and for all damage to or loss of equipment owned by the building or stored there for other organisations with the written permission of the PCC.
- 42) The Hirer will be liable to third parties or otherwise for any failure to secure any necessary licenses or other statutory requirements.
- 43) The Hirer shall agree to accept all liability for noise nuisance created by the Hirer, his hired services or agents, guests and all persons using the building during the period of hire of the building both inside and outside the building.

AS WITNESS the hands of the parties hereto

SIGNED by the person named in section 5 of the hiring agreement, on behalf of the PCC.

..... Date.....

SIGNED by the person named in section 6 of the hiring agreement, on behalf of the Hirer.

..... Date.....

PART C: ACCIDENT REPORTING

THE HIRER Is required to provide the following details of any accident or incident occurring during their occupation of the premises which did or could give rise to injury, as soon as possible after the accident or incident but in any case before the premises are vacated by the hirer(s) after the event.

Person injured:

Name

Address

.....

Telephone

Date and Time of incident

Place incident occurred

Detailed description of accident / incident (including a description of any apparatus or equipment involved)

continue overleaf if necessary

.....
.....
.....
.....

Witnesses:

Name:

Address:

Telephone:

Name:

Address:

Telephone:

Note: Signed witness statements should be obtained wherever possible

PART D: PCC SAFEGUARDING POLICY

In accordance with the **House of Bishops’ Policy Statements ‘Promoting a Safer Church’ (2017)** and **‘Protecting All God’s Children’ (2010)** and the **Diocesan Safeguarding Policy ‘Promoting a Safer Diocese’ (2018)** our church is committed to:

- Promoting a safer environment and culture.
- Safely recruiting and supporting all those with any responsibility related to children, young people and vulnerable adults within the church.
- Responding promptly to every safeguarding concern or allegation.
- Caring pastorally for victims/survivors of abuse and other affected persons.
- Caring pastorally for those who are the subject of concerns or allegations of abuse and other affected persons.
- Responding to those that may pose a present risk to others.

The Parish will:

- Create a safe and caring place for all.
- Have a named Church Safeguarding Officer (CSO) to work with the incumbent and the PCC to implement policy and procedures.
- Safely recruit, train and support all those with any responsibility for children, young people and adults to have the confidence and skills to recognise and respond to abuse.
- Ensure that there is appropriate insurance cover for all activities involving children and adults undertaken in the name of the parish.
- Display in church premises and on the Parish website the details of who to contact if there are safeguarding concerns or support needs.
- Listen to and take seriously all those who disclose abuse.
- Take steps to protect children and adults when a safeguarding concern of any kind arises, following House of Bishops guidance, including notifying the Diocesan Safeguarding Adviser (DSA) and statutory agencies immediately.
- Offer support to victims/survivors of abuse regardless of the type of abuse, when or where it occurred.
- Care for and monitor any member of the church community who may pose a risk to children and adults whilst maintaining appropriate confidentiality and the safety of all parties.
- Ensure that health and safety policy, procedures and risk assessments are in place and that these are reviewed annually.
- Review the implementation of the Safeguarding Policy, Procedures and Practices at least annually.
- Each person who works within this church community will agree to abide by this policy and the guidelines established by this church.

Signed by the Hirer

I/ we agree that we will abide by the ethos of this statement and that all concerns relating to abuse of vulnerable groups will be reported to the relevant statutory authority.

Name

Name of Organisation (if applicable)

nb Organisations whose activities in parish buildings involves regular contact with children or vulnerable adults must also provide a copy of their own safeguarding statement or policy.

Address

.....

Telephone number

Date