

St Hilda's Church Hall - Standard Conditions of Letting - Effective 23 Apr 2017

Any person signing an Application Form for a letting shall be deemed to be the Hirer; to have read, understood and accepted these Standard Conditions of Letting and to have assumed responsibility for ensuring that they are strictly observed. Hirers must be aged 18 or over. Unless otherwise agreed, THE HIRER MUST BE PRESENT AT THE EVENT FOR WHICH THEY ARE RESPONSIBLE

1 - General

1.1 There are a number of restrictions and requirements of the Church governing the use of St Hilda's Hall. Before making a booking, Hirers should ensure that their proposed event is not in conflict with these restrictions.

1.2 The Hirer shall, during the period of hire, be responsible for the supervision and security of the premises, protection of the building and its contents from damage, and the behaviour of all persons in attendance, within and outside the Hall and in the Church grounds.

1.3 Lettings will be charged at the applicable hourly rate. For all bookings commencing at or after 7pm, a minimum charge equivalent to 2 hours at the applicable hourly rate will be payable.

1.4 Booking periods must include any setting up and clearing away time.

1.5 All functions must finish by 11.00 pm and the Hall must be cleared and vacated by 11.30 pm. This limit may only be extended in exceptional circumstances (eg at New Year) and with the prior consent in writing of the Hall Committee or PCC. Inspections may take place and additional charges may be levied if booking duration or ending times are exceeded. See also 7.3.

1.6 Keys for the Hall are obtainable on the day of hire from the Hall Booking Secretary (Mrs C Davenport, 50 Chaucer Rd, Ashford, Middx, TW15 2QT) and must be returned to the Booking Secretary no later than mid-day on the following day. **Keys will NOT be released unless all hire fees and security deposits due have been fully paid.**

2 - Applications and deposits

2.1 **To secure a booking, a completed Application Form and booking deposit is required to be lodged with the Hall Booking Secretary.**

- **If your hire fee is under £25, the booking deposit is the whole hire fee.**
- **If your hire fee is between £25 and £100, the booking deposit is £25.**
- **If your hire fee is over £100, the booking deposit is £50.**

2.2 **The balance of your hire fee (if any) must be paid at least 14 days before your hire period starts. If this balance is not paid by the due date, your booking may be cancelled.**

2.3 **A returnable security deposit must also be paid at least 14 days before your hire period starts. For normal bookings this is £50. For parties, wedding receptions and similar functions in the Main Hall it is £100.**

2.4 Keys will not be released unless the balance of hire fee (if any) and security deposit have been paid. Provided the Hall is left in good order (see section 4.2 below), the security deposit will be returned as soon as possible (normally within two weeks) following the completion of the letting.

2.5 If a booking is cancelled more than 28 days in advance of the hire period, your booking deposit and all other fees paid will be returned. If a booking is cancelled within 28 days but more than 14 days before the hire period, your booking deposit is forfeited but other payments will be returned. If a booking is cancelled within 14 days of function date, your whole hire fee is forfeited but the security deposit will be returned.

3 - Hirer's detailed responsibilities

3.1 Unless otherwise agreed in advance, **THE HIRER MUST BE PRESENT AT THE EVENT FOR WHICH THEY ARE RESPONSIBLE.**

3.2 Booking times must be strictly adhered to.

3.3 The Hirer must ensure that only those parts of the premises hired are used and that they are not used for any purpose other than that specified on the booking form.

3.4 The Hirer shall not sub-let the premises, use the premises for any unlawful purpose, or bring on to the premises anything which may endanger the premises, their users, or invalidate any insurance policy relating thereto.

3.5 The Hirer is responsible for the security of those parts of the building hired to them during the period of hire and, in particular, is responsible for ensuring that unauthorised persons are not permitted to enter the premises. External entrance doors must be kept closed during the period of hire and any which are self-closing must NOT be blocked open.

3.6 In the interests of safety it is expected that Hirers will familiarise themselves with the location and operation of fire exits and fire appliances. Appropriate access to all doors and fire exits is to be maintained at all times. In the case of public performances, all exit doors from the main foyer must be unlocked.

3.7 Smoking anywhere in St Hilda's Hall is prohibited by law. The Hirer is responsible for the enforcement of this condition. Smoking is permitted outside the building (but not in the emergency exit passageway on the south side of the Main Hall). Cigarette ends should be disposed of properly in the container/s provided outside the main doors.

3.8 In accordance with licensing conditions, the maximum permitted number of people present in the Main Hall is 160 for music and dancing; audience for theatrical performances, 210 (though other constraints may dictate a lower practical limit). Thornton Room capacity is 50.

3.9 In no circumstances may any alterations or additions be made to any of the fabric, facilities or services of the Hall. No staging, sets, scenery or curtaining may be erected without the prior consent in writing of the Hall Committee or PCC.

3.10 In no circumstances must anything be attached to the walls, floors or ceilings of the Hall with nails, drawing pins, sticky tape or in any other way which may result in marking or damaging surfaces. Displays on notice boards must not be interfered with or damaged.

3.11 The Hirer must, during the period of hire and on departure, ensure the avoidance of any noise, disturbance or activity likely to cause damage or annoyance to other Hall users, within the Church grounds, or to occupants of surrounding properties.

3.12 The Hirer must ensure they comply with any legislative and regulatory requirements which may apply to them or their use of the Hall. This includes (but is not limited to): Local Authority licensing provisions (including sale of alcohol); Fire Precautions; Electrical Safety, Food Hygiene; Health & Safety; Child Protection; Music Licensing (users should note that effective January 2012, the Hall's music licences cover all live music and recorded music use by most hirers EXCEPT those operating a business - see 6.8).

3.13 If selling goods on the premises, the Hirer must comply with all relevant trading laws and any local codes of practice issued in connection with such sales.

3.14 The hire of the Hall for a birthday party or similar function for persons between the ages of 15 and 25 must be approved, in advance, by the Hall Committee and is subject to the following conditions:

3.14.1 The Hirer must be over 25 years of age.

3.14.2 The event must be supervised by an appropriate number of suitable adults who shall be over 25 years of age.

3.14.3 The Hirer must submit a request in writing to a scheduled Hall Committee meeting at which such applications will be considered.

3.15 Pianos must not be moved.

4 - Vacating the premises at the end of hire period

4.1 The Hirer must ensure that:

4.1.1 - All items brought in to the Hall including equipment, food, drink etc are removed by the end of the hire period.

4.1.2 - All chairs and tables are cleaned and replaced in stacks or stores as found.

4.1.3 - Floors are swept and litter, kitchen waste or other rubbish is removed and placed in the bins provided or containers in the car park. **Recyclables and other rubbish must be separated correctly (see notices in all parts of the Hall) and placed in the appropriate bins.** Brooms, mops, dustpan and brush, and rubbish bags are available in both kitchens. The services of a cleaner may be secured, by advance arrangement and at additional cost, should Hirers require this.

4.1.4 - All water taps, lights, power points and electrical equipment are turned off, **EXCEPT THAT** all refrigerators, freezers, and the immersion heater in the large kitchen **MUST be left ON** at all times and emergency lighting which is permanently illuminated must not be interfered with.

4.1.5 - Any radiator valves or heating thermostat settings which have been adjusted must be returned to their original settings.

4.1.6 - All doors and windows in those parts of the building used are closed, properly secured and locked as appropriate.

4.2 If, on inspection after any booking, the Hall is found to be in an unclean condition; or if any damage has been caused to fabric, fixtures, fittings or contents of the Hall; or if any articles belonging to or in the custody of the Hall Committee or PCC are lost, missing, damaged or used inappropriately (eg - fire extinguishers discharged other than in an emergency); the Hirer will be liable to forfeit in part or in whole their refundable security deposit. If the cost of repair or replacement of any damage or loss to the building or contents exceeds the security deposit held, the Hirer shall be liable for all additional costs incurred in making good the damage or loss. An administration charge may be levied to cover the incidental costs of dealing with a Hall left in an unacceptable condition. Officials of St Hilda's Church shall be the sole arbiters of all matters arising in connection with this clause.

5 - What your booking includes

5.1 For the Main Hall, your booking includes use of the tables and chairs stored in the Main Hall; use of the large kitchen including appliances and basic equipment, use of the foyer and foyer toilets; use of piano (with prior notice to the Hall Booking Secretary). Main Hall bookings do NOT automatically include use of the stage. If you wish to use the stage, this must be agreed at the time of booking.

5.2 For the Thornton Room, your booking includes use of the tables and chairs stored in the Thornton Room, use of the small kitchen including appliances and basic equipment; use of piano (with prior notice to the Hall Booking Secretary); use of the toilets located at the rear of the building (use of the disabled toilet in the Main Hall foyer by persons requiring this facility is permitted, but care must be taken to minimise any disturbance to any users of the Main Hall). Hirers may be permitted to use the main kitchen, by prior arrangement only, if the Main Hall is not in use.

5.3 More comprehensive catering equipment - including plates, bowls, cutlery, to provide for up to 150 people can be made available, by prior arrangement and at additional cost.

5.4 Normal use of utilities and services - water, heating, lighting etc - is included in the hire fee. Hirers must use all reasonable endeavours to avoid excessive or unnecessary use of these facilities. In the event that such use occurs, Hirers will be required to reimburse St Hilda's Hall for a fair proportion of any resultant increased or additional costs.

6 - Special provisions for Regular Hirers

6.1 Regular Hirers may be issued with keys to the Hall and/or facilities within the Hall. No copies of such keys may be made. Additional keys may be made available on request. In the event that issued keys are lost, the Hirer must inform the Booking Secretary immediately and will indemnify St Hilda's Hall against any costs or expenses incurred directly or indirectly as a result of such loss (including the cost of changing such locks as may be required to safeguard the security of the premises if this is reasonably considered necessary by the Hall Committee or PCC).

6.2 Regular Hirers will be required to sign a new hiring agreement for each calendar year. This will normally take place when hire rates for the forthcoming year are published.

6.3 Hire fees for long-term Regular Hirers are due quarterly, in advance. Alternatively, Regular Hirers may elect to pay by Standing Order and may be granted a discount for doing so, in accordance with the current published scale of Hall hire fees.

6.4 The notice period for cancellation of long-term Regular Hire is 3 months. If a shorter period of notice is given, Hirers will be liable for payment of hire fees for the full notice period.

6.5 Public liability - All Regular Hirers must have appropriate public liability insurance and provide a copy of their certificate of insurance or similar confirmation when returning their annual letting agreement to the Hall Booking Secretary, or following renewal, as appropriate.

6.6 Fire drills - All Regular Hirers must conduct and record fire drills at a frequency and on a basis notified from time by the Hall Committee or PCC.

6.7 Electrical safety - All Regular Hirers must comply with such electrical safety provisions (including those for the periodic testing of portable appliances), as may be required by law or notified from time to time by the Hall Committee or PCC. Testing certificates must be produced to the Hall Committee or PCC on request.

6.8. Music Licensing - Regular Hirers operating a business requiring a music licence additional to that held by the Hall must produce a copy of their licence to the Hall Committee or PCC on request.

6.9 Protection of Children - Any Regular Hirer working with children and young people:

6.9.1 Must confirm in writing to the Hall Committee, PCC or incumbent that it is familiar with the Government code of practice "Safe from Harm" and the London Diocesan Child Protection Guidelines;

6.9.2 Must confirm in writing to the Hall Committee, PCC or incumbent that it understands these policies and undertakes to follow their recommendations in relation to work with children and young people;

6.9.3 Must have a child protection policy and lodge a copy of that policy with the Hall Committee, PCC or incumbent.

6.10 Regular Hirers may be granted permission to store items in or around the Hall; however, it should be noted that the provisions of 7.2 below apply to such storage.

7 - Rights and responsibilities of St Hilda's Church

7.1 Whilst all reasonable efforts will be made to ensure the availability of the Hall to honour bookings, St Hilda's Church will NOT be responsible for any expense or loss of revenue incurred by the hirer should any exceptional or unforeseen events result in the Hall or particular facilities within the Hall being unavailable. In the event of such non-availability necessitating the cancellation of a booking, all deposits and fees already paid will be returned in full to the Hirer.

7.2 St Hilda's Church cannot accept any responsibility for loss or damage or liability in respect of any property or articles whatsoever placed or left on the premises or in the grounds. Cars are parked in the car park strictly at the owner's risk.

7.3 Any member of the Hall Committee or other authorised person may at any time enter the premises during the period of hire for the purpose of ascertaining whether these conditions are being duly observed or for any other proper business.

7.4 Responsible Officials of St Hilda's Church may, in exceptional circumstances and at their absolute discretion, elect to vary these Standard Conditions of letting.

7.5 By signing a Hiring agreement, the Hirer acknowledges that no tenancy is intended to be created between St Hilda's Church and the Hirer and no relationship of landlord and tenant exists between them.