

SEAL CHURCH HALL,
Church Street, Seal, TN15 0AR

HALL HIRE AGREEMENT

**PLEASE ENSURE THAT YOU READ THIS DOCUMENT
CAREFULLY BEFORE MAKING A BOOKING**

TERMS AND CONDITIONS OF USE: Church Hall, Church Street, Seal

1 The User

In these Terms and Conditions the term "**the User**" shall include the person signing or lodging the application and any person or organisation on whose behalf the application is made, all of whom shall be jointly and severally liable.

2 Deposit

The user must, if requested, pay a minimum deposit of £ 20 at the time of booking or at the time of receiving notification that the booking application has been accepted. Payment of an agreed deposit by regular users may also apply.

After the agreed booking, the deposit will be returned to the user less the amount of any unpaid hire charges and any compensation for damage or breach of any of these conditions.

3 Cancellation

The user or the Parochial Church Council ("**PCC**") may cancel the booking not less than 4 weeks before the booking date. For regular users, 3 months notice is required by either party. A full refund of all advance deposits and hire charges will be made in the event of cancellation in accordance with this condition, but the deposit will not be returned if the booking is cancelled less than 1 week before the reserved date.

4 Hiring Charges

(a) The hire charges should be paid to the Bookings Secretary not less than 1 week before the date of use or by monthly, quarterly or annual payments in advance as agreed with the Bookings Secretary. **All cheques should be made payable to Seal Parochial Church Council (or Seal PCC).**

(b) The Bookings Secretary will supply details of the hiring charges.

5 General Conditions of Use of Hall (maximum capacity of 50 people).

(a) The PCC has an absolute right to refuse a booking.

(b) **All bookings must end by no later than 11 pm.** All property of the user and its agents must be removed before the end of the period of authorised use so that the Hall must be empty at this time. The PCC may sell and retain the proceeds of any property left after the period of authorised use, or store it and charge the user for such storage at the option of the PCC.

(c) The user is responsible for the proper conduct of everyone using the Hall during the period of use and shall do his/her best to prevent anyone causing an annoyance or inconvenience to other persons. In particular, the user must keep noise to a reasonable level, having due regard for nearby residents, and should keep the main doors to the Hall closed for this reason. Parties with discos or live music groups are not permitted as we have no music licence. The PCC or its authorised representatives may stop any meeting, entertainment or function which is not properly conducted.

(d) The user is responsible for the proper conduct of children and young people attending the user's function and shall do his/her best to prevent any child or young person

causing annoyance or inconvenience to other persons. In particular, the user must keep noise made by children and young people to a reasonable level and must prevent the use of the areas outside and/or to the front of the Hall. Parties for children and young people must be supervised by at least two responsible adults at all times.

- (e) **For safety reasons children must never be allowed in the Kitchen.**
- (f) The Hall may not be used for the sale of alcohol.
- (g) The user must ensure that the terms of every statute authorising or regulating how the Hall is used are complied with and that any work to the Hall which any authority acting under any statute requires is done and that any licence or registration which is required or which the PCC requires is obtained, renewed and continued as the case may be, including but not be way of limitation:
 - (i) compliance with statutes governing the preparation, serving or selling of food;
 - (ii) compliance with statutes governing the sale and consumption of intoxicating liquor;
 - (iii) compliance with statutes governing persons working with or caring for children (including their engagement, supervision and training);
 - (iv) obtaining any requisite licence for music entertainment, dancing, concert or stage performances; and
 - (v) compliance with the conditions of such requisite licences.

AND the user shall keep the PCC fully indemnified against all losses and demands made against or suffered by or incurred by the PCC arising out of all such matters. If the PCC has given written permission, the user may apply for an appropriate Temporary Event Licence to the appropriate Council Licensing Department for an additional use of for a period outside these hours. Users must provide a copy of any such Temporary Event Licence to the PCC immediately and ensure that its requirements are fully complied with.

- (h) All advertisements and publicity for functions held in the Hall must clearly display the name of the person or organisation holding the function.
- (i) No nails, screws, bolts etc may be driven into the walls and fixtures of the Hall and no equipment, furniture or any structures or decorative lighting, posters, placards or notices may be taken into the Hall, or placed or displayed outside it or used there without the previous consent of the PCC or the PCC's sub-committee responsible for the Hall.
- (j) The user is responsible for all damage done to the Hall (including any Fixtures, Fittings and Furniture and any other articles in it) during the period of use, whosoever may have caused the damage. All damage and breakages must be entered in the damage book and reported to the Hall Bookings Secretary.
- (k) The user agrees to pay all such rates, taxes, charges, assessments and other liabilities as may be imposed upon the PCC or otherwise solely as a result of the user's use or occupation of the Hall. If rates, taxes, charges, assessments or other liabilities which are imposed upon the PCC or otherwise are higher than they would have been but for the user's use or occupation of the Hall, then the user shall pay all such additional sums.
- (l) The Hall must be cleaned, all crockery washed up and put away and all tables and chairs and other furniture and equipment returned to where they are normally stored before the end of the period of use. **Please note that it is the responsibility of the user to remove all rubbish from the Hall, including the surrounding area.** If the user fails to observe these conditions the PCC may perform it on behalf of the user and recover the cost from, or make an appropriate charge to, the user.

Form 2

- (m) The benefit of a booking may not be assigned or transferred (in whole or in part) to any other person or party and the Hall or any part of it may not be used by any person other than the user.
- (n) The PCC does not warrant that the Hall is fit either legally or physically for the suggested use.
- (o) The user must ensure that the Race Relations Act 1976 and the Sex Discrimination Act 1975 are complied with.
- (p) The user must ensure that there is a minimum of 2 competent attendants on duty at the Hall during the event, none of whom shall be less than 18 years of age.
- (q) The user must comply with all conditions and regulations made in respect of the premises by the Fire Authority or Local Authority in connection with the event.
- (r) Highly flammable substances are not to be brought into or used in any part of the Hall, nor are internal decorations of a combustible nature (e.g. polystyrene, cotton wool etc) to be erected without the consent of the PCC. If electrical appliances are brought into the Hall by the user then the user must ensure that these items are safe and in good working order and used in a safe way.
- (s) If food is to be prepared, served or sold then the user must observe all relevant food health and hygiene legislation regulations.

6 Child Protection

- 6.1 The signed current Child Protection policy is posted in the Church and the Hall. Users are required to read this and ensure that they have their own Child Protection Policy and procedures that are consistent with these standards.
- 6.2 The user is required to ensure that children are protected at all times, by taking all reasonable steps to prevent injury, loss or damage occurring and ensuring that all necessary Child Protection checks are undertaken. The PCC accepts no responsibility for the user's failure to comply with these requirements.

7 Protection of Vulnerable Adults

It is the responsibility of the user to ensure the protection of any vulnerable adults using the Hall.

8 Insurance

The Hall is fully covered for any claims due to negligence on the part of the PCC. However, the user must take out its own insurance to cover any other claims which may arise in relation to its use of the Hall.

9 Disclaimer

The PCC, its officers, agents and servants shall not be liable to the user or to any person using or entering the Hall for personal injury or for damage to, loss or theft of any property brought into the Hall, unless caused by the negligence on the part of the PCC. The user shall indemnify the PCC, its officers, agents and servants against all claims made by, and liability to, any person in respect of such damage, loss or theft.

10 Parking

- (a) Users are advised that there are no parking spaces belonging to the Hall or to the Church. In particular, the driveway to the Vicarage is **not to be used** for parking and loading or unloading of any sort in the driveway is prohibited without the prior permission of the Parish Priest.
- (b) All vehicles are parked in the roads etc are parked at the owner's risk. The PCC is under no liability to insure against loss, theft or damage to vehicles.
- (c) The emergency access to the Hall and the Vicarage must not be obstructed at any time and must be kept free for emergency services.

11 Fire and Emergencies

- (a) The user is responsible for calling the Fire Brigade to any outbreak of fire, however slight, and for reporting this immediately to the Emergency telephone number below.
- (b) The user must ensure that all exits, emergency exits and fire appliances in the Hall are free from obstruction and available for use at all times during the period of use.
- (c) There is a public telephone situated outside the Village Hall on the High Street (A25), but we recommend that the user has a charged mobile telephone on their person and at the premises at all times during the function.
- (d) In common with all public buildings **smoking is not permitted** anywhere in the building.

12 Emergencies and Enquiries

Please ring 01732 762840.

13 Rights of Access of the PCC

The members of the PCC and any persons authorised by the PCC shall have the right to enter any part of the Hall at all times during the period of use.

14 Access to facilities by other users.

Hirers of the hall do not have exclusive use of the church hall toilets during their hiring period. Access to the toilets may be required by users of the church (e.g. if a service or event is taking place there) as there are no alternative facilities in the church building.

15 Additional terms and conditions to be taken into account (if any) are detailed below: