

CONDITIONS OF HIRE

THE ST MARY'S CENTRE, HOUGHTON CHAPEL

1. Conditions of Hire

The hirer shall during the period of hire be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage however slight or change of any sort and the behaviour of all persons using the centre whatever their capacity, including proper supervision of car parking to ensure that access to the surrounding houses are not obstructed. As directed by the Booking Co-ordinator, the hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

2. Use of Premises

The hirer shall not use the premises other than that described in the booking application and shall not sub-hire or use the premises for any unlawful purpose or do anything which may render invalid any insurance policies.

3. Capacity

The Centre is limited to a total of 75 people in the centre. Limited vehicle parking is available on the Centre forecourt and "central" area of the village. Vehicles should not be parked in Chapel Lane. When parking on the Centre forecourt care is to be taken due the presence of trees and no responsibility or liability will be taken by the Centre for any damage caused to vehicles by their presence.

4. Smoking

Smoking is not allowed in any part of the building.

5. Gaming, Betting and Lotteries

The hirer shall ensure that nothing is done in contravention of the law relating to games, betting and lotteries

6. Public Safety Compliance

The hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music, public entertainment or stage plays.

7. Health, Safety & Hygiene Requirements

Nothing shall be done which will endanger the users of the building, or invalidate the policies of insurance relating to it and to its contents. In particular:

- a. Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be immediately available for free public egress;
- b. All User Groups and Users are expected to take responsibility for their own fire drills as considered necessary, recording such drills in the centre's Maintenance Log;
- c. Fire –fighting apparatus shall be kept in its proper place and only used for its intended purpose;
- d. Performances involving danger to the public shall not be given;
- e. No explosives, highly flammable spirits or liquid gas containers shall be brought into or used in any part of the premises. No internal decorations of a combustible nature (eg: polystyrene, cotton, etc) shall be undertaken or erected without the consent of the Fabrics

Committee. The use of naked lights in up-stair's rooms is strictly prohibited and unguarded naked lights should not be used in the rest of the building.

f. No unauthorised heating appliances shall be used on the premises;

g. The hirer shall if preparing or selling food, observe all relevant food health and hygiene legislation and regulations.

8. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details shall then be given to the Booking Co-ordinator. The hirer must be familiar with the evacuation procedure, the location and use of all fire equipment, escape routes and the need to keep them clear, method of operation of escape door fastenings and appreciation of the importance of fire doors and the closing of fire doors at the time of fire.

9. Means of Escape

The hirer must ensure all fire exits are unlocked, any fire doors are not wedged open, exit signs are illuminated and there are no obvious fire hazards on the premises. The emergency lighting will illuminate all exit signs in the event of a smoke-alarm activation.

10. Electrical Appliance Safety

The hirer shall ensure that all electrical equipment brought into the premises shall comply with the Electricity at Work Regulations 1989 being in safe and good working order and used in a safe manner. The Parochial Church Council disclaims all responsibility for all claims and costs arising from the use of any such equipment that does not so comply;

11. Indemnity/Insurance

The hirer shall indemnify and keep indemnified members of the Parochial Church Council, volunteers, agents and invitees against:

- a. the cost of repair of any damage done to any part of the premises including contents and
- b. all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the centre (including storage of equipment) by the hirer.

The hirer shall ensure they take out adequate insurance to insure the hirer and members of the hirer's organisation and invitees against all claims arising as a result of the hire and on demand shall produce the policy or evidence of cover to the Booking Co-ordinator. Failure to produce such policy or evidence of cover will render the hiring void and enable the Booking Co-ordinator to re-hire the premises to another hirer.

12. Accidents & Dangerous Occurrences

Hirers are reminded that they are responsible for any accident or injury arising out of the activity for which they have booked the premises. It is the responsibility of the hirer to ensure that the premises are safe for the purposes for which they intend to use them. Each user Group and User is responsible for their own First Aid support and facilities in accordance with the Health and Safety (First Aid) Regulations 1981.

There is a First Aid Kit located on the passage table outside the Kitchen.

Hirers of the St Mary's Centre Houghton Chapel are required to complete 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 hirers after the event. Record sheets are provided for this purpose and these are located on the passage table outside the Kitchen.

The following information should be recorded:

- 1 Name, address and telephone number of person(s) injured
- 2 Exact time and place of the occurrence

3 Detailed description of accident or incident, including a description of any apparatus or equipment involved

4 Name, address and telephone number of any witness(es) to the accident

5 Signed witness statements should be obtained if possible

This is then to be put in a sealed envelope and left in the Record sheet folder. The Booking Co-ordinator will store it in the accident file. The hirer must notify the Booking Co-ordinator as soon as possible after an accident, but in any event within 24 hours.

Any apparatus or equipment involved must be retained for inspection.

Any failure of equipment must also be reported as soon as possible.

13. Animals

The hirer shall ensure that no animals (including birds) except guide dogs are brought into the Centre or its grounds.

14. Safety of Children and Vulnerable Adults

It is the responsibility of each User Group or User to ensure that they comply with relevant regulations including The Children Act 1989, Protection of Children Act 1999 and consistent with the recommendations in the Code of Practice "Safe from Harm" issued by the Home Office, to ensure that only fit and proper persons have access to any children and also that the safety of vulnerable adults is protected.

15. Sale of Goods

The hirer shall, if selling goods on the premises, comply with fair Trading Laws and any code of practice used in connection with such sales. The Parochial Church Council forbids sale of alcohol on the premises.

16. Payment

For bookings of a sole/one-off nature, the hirer must ensure that payment is received in accordance with the booking payment conditions set out in the booking application form. Failure to pay any agreed accounts within the time required will result in no further availability of premises until the account is paid.

17. Cancellation

Bookings must be cancelled in writing, giving the correct notice, in accordance with the conditions notified on booking. If cancellation occurs outside those conditions, the hirer will be liable to pay the total booking fee if the centre cannot be re-hired. In any such case, a £15 administrative fee and any deposit payment terms will apply.

The Fabrics Committee reserves the right to cancel a hiring by written notice to the hirer in the event of:

- a. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- b. the Committee reasonably considering that
 - i) such hiring may lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or,
 - ii) Unlawful or unsuitable activities will take place at the premises as a result of the hiring
- c. the premises becoming unfit for the use intended by the hirer.

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

18. End of Hire

The hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked, including windows, and secured unless directed otherwise and any content temporarily removed from their usual positions properly replaced, otherwise the centre shall be at liberty to make an additional charge. All lights must be turned off and all rubbish removed. All breakages must be reported to the Booking Co-ordinator.

19. Noise

The hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

20. Hirers' Equipment

The Centre accepts no responsibility for any stored equipment or other property brought on to or left at the premises and all liability for loss or damage is hereby excluded.

Equipment may only be stored with the written agreement of the Fabric Committee. Stored equipment must be removed by the hirer within 60 days of the last booked event. Failure to do so will result in the equipment being treated as abandoned and becoming the property of the Fabric Committee to dispose of as it sees fit.

All equipment and other property (other than stored equipment) must be removed at the end of each hiring or the above condition will apply, i.e. disposal after 60 days.

21. No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the building without the prior written approval of the Booking Co-ordinator. The hirer must make good to the satisfaction of the Fabrics Committee any damage caused to the premises by removal of such an article.

22. No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other rights of occupation of the hirer.

23. Fabrics Committee Rights

The Fabric Committee of the Parochial Church Council reserves the right to refuse a booking, to impose special conditions and to amend these conditions of hire without notice.