

CONDITIONS OF HIRE

CHRIST CHURCH COMMUNITY HUB

Conditions of Hire of Nave and Meeting Room

These Standard Conditions apply to all hirings. If you are in any doubt as to the meaning of any of the Conditions, you must seek clarification from the Bookings Team without delay.

Throughout these Standard Conditions of Hire:

- (i) Christ Church Willaston Parochial Church Council is referred to as 'we'; 'our' to be construed accordingly and 'we' and 'us' to mean and include Christ Church Willaston Parochial Church Council charity trustees, employees, volunteers, agents and invitees. The 'premises' are the Church and Graveyard of Christ Church Willaston.
- (ii) the person or organisation hiring the Community Hub is referred to as 'you'; 'your' is to be construed accordingly; 'you' also includes the members of your management committee or equivalent (if appropriate), your employees, volunteers, agents and invitees
- (iii) where you must seek our consent, tell us about something or give us something, you must speak to or seek consent from the Bookings Team.

1. Age

You, being a person of at least 18 years of age, hereby accept responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all these Standard Conditions of Hire relating to management and supervision of the premises are met.

2. Supervision/care of the premises

During the period of the hiring, you are responsible for:

- (i) supervision of the premises, the fabric and the contents;
- (ii) care of the premises, safety from damage however slight or change of any sort; and
- (iii) the behaviour of all persons using the premises whatever their capacity.

You must leave the premises in a clean and tidy condition at the end of your hire. You must report any damage you have caused to the Bookings Team.

Helium filled balloons are strictly **NOT** allowed anywhere in the church.

As directed by us, you must 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.

3. Payment for hire

To secure your booking, you must pay a 30% deposit upon acceptance of the booking. You must pay the remaining balance of the hire fee at least 14 days before the date of your hire and you will receive a reminder via email. In addition, if you are hiring the Nave you must pay a refundable security deposit of £50 at the time of booking. The security deposit shall be refunded to you within 28 days after the hire provided that no damage or loss has been caused to the premises or its contents and that no noise or disturbance has been caused during the period of the hire and that the premises have been left in a clean and tidy condition. If you are hiring the Meeting room only, we do not ask for a refundable deposit but do ask for payment up front to secure the space.

We reserve the right to retain all or part of the security deposit in the event that we consider that loss or damage to the premises or its contents has occurred, or noise or disturbance has been caused as a result of the hire, or in the event that the premises have not been left in a clean and tidy condition.

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Cancellations and refunds will be accepted provided we are given at least 10 days' notice.

4. Use of premises

You must not use the premises for any purpose other than that described in your application for hire and approved by us and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way, nor do anything or bring on to the premises anything which might endanger the premises or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

Entertainments and events including: the performance of plays; exhibition of films subject to clause 10 below; indoor sporting events; performance of live and recorded music subject to clause 9 below; and the performance of dance and similar entertainments may only take place during the hub opening hours any day of the week except for the times when the premises are required for worship.

You must not exceed the timeslot for which you have hired the Nave or Meeting Room. **This means that you must include setting up and clearing up times within the hire period that you request.** The opening hours of the premises are set on the community hub website, and you must not use the premises outside these hours without our specific permission, which must be requested through our Bookings Team.

You must not allow the maximum permitted number of people including organisers and performers per room to be exceeded, namely:

The Nave:

100 persons for dancing

100 persons for functions with tables

80 persons for functions combining dancing and seating at tables

138 for other purposes when fully seated or 190 when partially seated and partially standing.

Please note: if you are booking the Nave only then you do not have access to the Meeting Room. Thank you.

The Meeting Room: 12 persons

Unless you request the hire of the whole premises when making your application, we may accept bookings for the Meeting Room, but this would mean that you would **not** have the use of the refreshment area facilities.

Please note: if you are booking the Meeting Room only then you do not have access to the Nave and Refreshment area.

5. Alcohol

The premises are not licensed for the sale of alcohol. In the event you wish to sell alcohol at your event even if it is sold by someone with their own licence to sell alcohol or the provision of alcohol is provided in the price of the ticket, you must obtain written permission from us and submit a Temporary Event Notice application to the licensing authority at least ten working days before the event. Failure to notify us or the licensing authority will result in the cancellation of the hire without compensation.

6. Car parking

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Car parking facilities outside the premises are limited and are not exclusive to us. You must make every effort to ensure that the attendees at your event park with due consideration for residents, businesses and others seeking car parking spaces. There is one disabled parking space on the Village Green. We cannot be liable for any parking fines that may occur as a result of your booking.

7. Insurance and indemnity

(i) You are liable for:

(a) costs arising from accidental and malicious loss or damage and for loss or damage arising out of your negligence to any part of the premises including its curtilage, WiFi system and its contents;

(b) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi service; and

(c) all claims, losses, damages and costs made against or incurred by us as a result of any nuisance caused to a third party as a result of your use of the premises and/or the use of our WiFi service; and you must indemnify us against such liabilities.

(ii) **You must take out adequate insurance** to insure the liabilities described in clause (i) above and **on demand** must produce the policy and current receipt or other evidence of cover to our Bookings Secretary. If you fail to produce such policy and evidence of cover, we will cancel your booking and may re-hire the premises to another hirer.

(iii) We are insured against any claims arising out of our own negligence.

8. Gaming, betting and lotteries

You must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

9. Music

Under the Deregulation Act 2015, you may, with our permission, play live music and recorded music between the hours of 8am and 5pm. Approval of your application for hire confers that permission. Permission to play live and recorded music up until 5pm is conferred by our Premises Licence.

10. Film and TV

Under the Deregulation Act 2015, you may, with our permission, show films between the hours of 8am and 5pm. Approval of your application for hire confers that permission. You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must inform us at least 28 working days in advance if you wish to show a film which has not been classified by the British Board of Film Classification, so that we can inform the Licensing Authority. As the Community Hub does not have the appropriate copyright licences to screen films, you must ensure that you have the appropriate copyright licences for any film you show. The premises do not have a TV Licence. This means that you are not allowed to watch or record live TV on any channel or watch or download BBC programmes on Iplayer.

11. Safeguarding children and vulnerable adults

You must ensure that you either agree to abide by the Safeguarding Policy for the Community Hub or provide your own safeguarding policy. In addition, you must ensure that the relevant DBS checks have been made if your activity involves children and/or vulnerable adults. You will be asked to sign a paper safeguarding declaration at the start of your booking and a copy of this will be held in church for our records.

You must take extra care when your hire is taking place alongside another activity in another part of the premises to ensure that safeguarding precautions are observed in relation to children and vulnerable adults, whether such persons are attending your event or are participating in the other hire. Any safeguarding concerns **MUST** be reported to our safeguarding officer aswillaston@outlook.com or if you feel there is an immediate risk of danger to life, phone 999.

12. Public safety compliance

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- (i) You must comply with all conditions and regulations made in respect of the premises by observing the Fire Risk Assessment particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. You must also comply with our health and safety policy.
- (ii) Refer to the Emergency evacuation plan for church use as a hall – see ‘Overview of What to do if an Alarm sounds’ information sheet on the notice board adjacent to the main access door.
- (iii) You acknowledge that you have received instructions (via the Community Hub Information Sheet attached to the booking form and also found in Documents on the Community Hub website) on the following matters:
 - (a) The action to be taken in event of a fire or gas alarm sounding.
 - (b) The location and use of fire equipment.
 - (c) Escape routes and the need to keep them clear.
 - (e) Appreciation of the importance of fire doors especially the possible locked fire door(in the event of multiple uses) in the north/south divide of the building.
 - (f) Location of the first aid boxes
- (iv) In advance of any activity, whether regulated entertainment or not, you must check the following:
 - (a) That you know where the fire exits are located.
 - (b) That all escape routes are free of obstruction and can be safely used for instant exit.
 - (c) That any fire doors are not wedged open.
 - (d) That the exit signs are illuminated.

14. Bouncy Castles

Bouncy castles are **not** allowed on the premises.

15. Noise and disturbance

You must ensure that the minimum of noise and disturbance is made on arrival and departure, particularly late at night and early in the morning.

16. Drunk and disorderly behaviour and supply of illegal drugs

You must ensure that in order to avoid disturbing neighbours of the hall and avoid violent or criminal behaviour:

- (i) no one attending the event consumes excessive amounts of alcohol; and
- (ii) no illegal drugs are brought onto the premises.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

17. Food, health and hygiene

Food hygiene, allergens and health and safety.

You must, if preparing, serving or selling food, observe all food hygiene, allergen and health and safety legislation. In particular dairy products and meat products on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator but there are no cooking facilities. Any of the 14 major allergens contained in foods provided should be identified and it is good practice to ask guests/customers about any allergies they may have.

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18. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, PAT tested and used in a safe manner in accordance with the Electricity at Work Regulations 1989. If any appliances trip the electrical system, please phone one of the names on the Emergency Evacuation Plan notice (on the noticeboard by the main door)

19. Stored equipment

We do not have any storage facilities.

20. Smoking

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. You must not smoke on the premises. We will ask any person who breaches this provision to leave the premises. You must ensure that anyone wishing to smoke does so outside the church premises and boundary and dispose of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause littering or a fire.

21. Accidents and dangerous occurrences

You must report to us as soon as possible any failure of our equipment or damage to the premises. You must report all accidents involving injury to the public to us as soon as possible and complete the relevant section in our accident book.

22. Explosives, flammable substances and smoke

You must ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of the premises; and
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) are erected without our consent.
- (ii) No smoke is released in the premises

23. Heating

You must ensure that no unauthorised heating appliances are used on the premises when open to the public, without our consent. You must not use portable liquefied propane gas (LPG) heating appliances.

24. Animals

You must ensure that guide dogs, hearing dogs and other assistance dogs and their owners are allowed on the premises. No other animals or birds are allowed on the premises without our specific permission.

25. Fly posting

You must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and must indemnify us and keep us indemnified accordingly against all actions, claims and proceedings arising from any breach of this Condition. If you fail to observe this Condition you may be prosecuted by the local authority.

26. Sale of goods

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You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed, as must be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

27. WiFi services

When using the WiFi service, you agree at all times to be bound by the following provisions:

- (i) Not to use the WiFi service for any for the following purposes:
 - (a) disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws.
 - (b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice.
 - (c) interfering with any other persons use or enjoyment of the WiFi service; or
 - (d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner.
- (ii) To keep any username, password, or any other information which forms part of the WiFi service security procedure confidential and not to disclose it to any third party.

28. Termination of the WiFi service

We have the right to suspend or terminate our WiFi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) if you use any equipment which is defective or illegal.
- (ii) if you cause any technical or other problems to our WiFi service.
- (iii) if, in our opinion, you are involved in fraudulent or unauthorised use of our WiFi service.
- (iv) if you resell access to our WiFi service; or
- (v) if you use our WiFi service in contravention of the terms of these Standard Conditions.

29. Availability of WiFi services

- (i) Although we aim to offer the best WiFi service possible, we make no promise that the WiFi service will meet your requirements. We cannot guarantee that our WiFi service will be fault-free or accessible at all times. **The Meeting Room has no WiFi access.**
- (ii) It is your responsibility to ensure that any WiFi enabled device used by you is compatible with our WiFi service and is switched on. The availability and performance of our WiFi service is subject to all memory, storage and any other limitations in your device. Our WiFi service is only available to your device when it is within the operating range of the premises.
- (iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our WiFi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our WiFi service. Network speed is no indication of the speed at which your WiFi enabled device or our WiFi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

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30. Privacy and Data Protection

By making your application for hire, you consent to your personal data being collected, processed and stored by us, in accordance with the Church's Data Protection Privacy Policy available on our website.

31. Cancellation and refusal of bookings

- (i) If you wish to cancel the booking within ten days of the date of the event and we are unable to conclude a replacement booking, we reserve the right to retain one third of the total hire fee.
- (ii) We reserve the right to refuse any booking
- (iii) We reserve the right to cancel your booking at any time by giving you written notice in the event of:
 - (a) our reasonably considering that the hiring would lead to a breach of licensing conditions, or other legal or statutory requirements, or that unlawful or unsuitable activities will take place at the premises as a result of this hiring;
 - (b) the premises becoming unfit for your intended use;
 - (c) an emergency requiring use of the premises as a shelter for the victims of disasters.
 - (d) the church being required for a baptism, wedding, funeral or other service

In any such case you will be entitled to a refund of any sums already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

32. End of hire

You are responsible for leaving the premises in a clean and tidy condition and any contents temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge or retain any security deposit paid.

33. No alterations

You must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. At our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless you remove them and you must make good to our satisfaction any damage you cause to the premises by such removal.

34. No rights

Approval of your application constitutes permission only to use the premises and confers no tenancy or other right of occupation on you.