



Wroughton Parish Church Hall – Standard Terms & Conditions of Hire

The Hire Agreement is between the Hirer and the PCC. These Standard Terms & Conditions apply to all hiring of the Parish Church Hall. If the Hirer is in any doubt as to their meaning, the PCC's Parish Administrator should immediately be consulted.

Definitions:

- The 'Hire Agreement' is the signed and dated Booking Form which includes agreement to comply with these Standard Terms & Conditions together with the Supplementary Safeguarding Conditions where they apply.
- 'The Hirer' means the person (whether acting as an individual or on behalf of an organisation or club) hiring any part of the Parish Church Hall or its facilities, and shall include any person purporting to act on behalf of such hirer.
- 'The PCC' is the Parochial Church Council of the Ecclesiastical Parish of Wroughton & Wichelstowe in the County of Wiltshire and Diocese of Bristol. The PCC is managing trustee of the Parish Church Hall
- 'The premises' is "the Parish Church Hall" comprising the Main Hall, Committee Room, Toilets and Kitchen. Other parts of the Parish Church Hall may be available for hire by special arrangement.

1. Responsibility

The Hirer, not being a person under 18 years of age, accepts responsibility for being in charge of and on the premises at all times during the period of the hiring and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

2. Supervision

The Hirer shall, during the period of the hiring, 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 premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the PCC, 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.

3. Use of premises

The Hirer shall not use the premises for any purpose other than that described in the Booking Form and shall not sub-hire, or use the premises for any unlawful purpose or in any unlawful way. The PCC reserves the right to refuse activities or use that is contrary to the teaching of the Church of England. An additional charge will be payable if the facilities hired are not vacated on time, or if property of the Hirer is not removed from the premises.

4. Safeguarding (Child Protection & Vulnerable Adults)

For bookings where children are not under the supervision of their parents or their own carer (including children's parties) or where vulnerable adults may be present, the Hirer must ensure that such children and vulnerable adults are protected at all times, by taking reasonable steps to prevent injury, illness, loss or damage occurring.

These bookings are subject to supplementary conditions as follows:

- a) For private parties - the 'Supplementary Safeguarding Conditions for hire of Wroughton Parish Church Hall for Private Parties'.
- b) For all other such bookings - the 'Supplementary Safeguarding Conditions for hire of Wroughton Parish Church Hall'.

The Hirer is required to sign a copy of the relevant supplementary conditions. The PCC accepts no responsibility for the Hirer's failure to comply with these requirements.

5. Gaming, betting, lotteries

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

6. Public Entertainment

The premises are not licensed for public entertainment in accordance with the Licensing Act 2003. The Hirer shall not use the premises for any activities requiring a licence under the Licensing Act 2003 and the Hirer shall not serve a temporary event notice on the local authority without first obtaining the written consent of the PCC.

7. 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.

8. Performance of copyrighted material

The PCC holds a Licence from the Performing Right Society Limited ("PRS for Music") which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person where the copyright in the music is administered by PRS for Music. The Hirer shall ensure that their activities are covered by this licence and if other licences are required the Hirer shall ensure that they hold the relevant licence.

9. Health and Safety

Use of the premises and of all equipment is entirely at the user's own risk. The PCC shall not be liable for any personal injury or loss to any user other than as a result of the defective condition of the premises or its equipment, or of the negligence of the PCC.

The Hirer must report all accidents or dangerous occurrences to the Parish Administrator as soon after the incident as possible, and complete the accident book (located in kitchen by First Aid Kit). Any failure of equipment belonging to the PCC must also be reported as soon as possible.

The Hirer is required to make themselves aware of the Fire Regulations and emergency evacuation procedure for the premises. The Hirer must ensure that no fire exits are blocked or obstructed and that fire appliances are not removed or tampered with. The Hirer acknowledges that they have received information on fire prevention and action in the event of a fire.

The PCC operates a strict 'No Smoking' policy to comply with the prohibition of smoking in public places provisions of the Health Act 2006. Bookings are accepted on the condition that the Hirer adheres to this policy.

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

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

10. 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. Doors must be kept shut if loud music is being played. Music may only be played up to 10.30pm and the premises must be vacated by 11pm.

11. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the PCC shall be at liberty to make an additional charge.

The premises must be vacated by the hour stated on the booking form, and in any case, must be vacated by 11pm.

12. Insurance and indemnity

The Hirer is required to have adequate insurance in force for all legal liabilities which could arise, including death and personal injury, or damage to property. The hirer agrees to provide a copy of such cover if requested

The PCC is insured against any claims arising out of its own negligence.

13. Cancellation

The PCC reserves the right to cancel a booking should they require facilities due to unforeseen circumstances or consider the facilities are unfit to use. In the event of the PCC cancelling the booking all fees (including any deposit) paid by the Hirer shall be refunded.

The Hirer shall give at least 14 days' notice of cancelling a booking, or charges for that booking will be retained.

14. Payment

To confirm an occasional booking, full payment is required within 14 days of the booking, unless otherwise agreed with the PCC. If full payment is not received within this period the PCC reserves the right to cancel the booking.

Regular bookings require payment monthly in advance, unless otherwise agreed with the PCC.

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