

Standard Conditions of Hire

Definitions

1. The following definitions apply to these paragraphs (1-20 & a-u):
 - **Building:** the whole of the church hall complex and grounds
 - **Premises:** the areas of the building subject to the hire agreement
 - **Common areas:** the toilets, circulation areas, & entrances within the building

Liability

2. THE HIRER shall indemnify the PCC, its officers and employees in respect of the cost of repair of any damage done to any part of the building or its contents during or as a result of a booking (including any loss of income by the PCC arising from the damage) and in respect of any liability to third parties or otherwise arising out of the use of the building pursuant to the booking.
3. THE HIRER must ensure that appropriate third-party liability insurance exists for a minimum level of £5 million. The PCC accepts no liability for accidents, injuries, damage and/or loss of personal property as a consequence of using the building. THE HIRER may be asked to disclose their insurance cover to verify this.
4. In the event of the building being rendered unfit for use by the HIRER, the PCC shall be under no liability for any resulting loss or damage whatsoever.

Payment & Cancellation

5. THE HIRER shall pay the hire charge and any other agreed fees at the start of the hire or as agreed with the PCC. If confirmation is not made the PCC shall be entitled to offer the premises for alternative hire.
6. Payment can be made by cheque or BACS. If a cheque is dishonoured the booking will be automatically and without notice cancelled.
7. If THE HIRER wishes to cancel the booking, the PCC may, at its absolute discretion, refund the fees but shall be under no obligation to do so.
8. The PCC reserves the right to cancel the booking if exceptional unforeseen circumstances arise. In the event of the PCC cancelling the booking, all fees/deposits paid by the Hirer shall be refunded.
9. The HIRER shall be liable and invoiced (as appropriate) for the costs of any additional non-routine cleaning and/or repair of damage caused to the building arising as a result of the hire.

Licensing

10. THE HIRER shall be responsible for obtaining and maintaining any local authority or other licences necessary in connection with the booking.
11. THE HIRER shall be responsible for the observance of all regulations affecting the building imposed by the Licensing Justices, the Fire Authority, and the Local Authority or otherwise.

Safety

12. THE HIRER shall not sub-let or allow any other person(s) to use the premises nor shall they use the premises or common areas for any unlawful purpose or in any unlawful way or do or permit anything or bring or permit to be brought into the building anything which may endanger the building, its users, or any insurance policies relating thereto.
13. For events involving children, young people and vulnerable adults, THE HIRER confirms that they are familiar with the Home Office code of practice 'Safe from Harm' and with the Chelmsford Diocesan Safeguarding Guidelines (<http://www.chelmsford.anglican.org/safeguarding>). THE HIRER understands these policies and procedures & undertakes to follow their recommendations in relation to any work with children, young people and vulnerable adults. Children are not allowed in the kitchen.
14. THE HIRER shall during the period of hiring, be responsible for supervision and security of the building, protection of the fabric and contents from damage, and the behaviour of all persons using the building, including proper supervision of car parking arrangements (if any) so as to avoid obstruction of the highway or damage to the building.
15. THE HIRER shall if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

General Use

16. THE HIRER shall, if selling goods on the premises, comply with all relevant fair trading laws and any local code of practice issued in connection with such sales.
17. THE HIRER acknowledges that no tenancy is intended to be created between the PCC & THE HIRER & no relationship of landlord and tenant exists between them.
18. Where the HIRER is provided with keys to the building, these keys must be left in the location specified at time of hire at the end of hire. The keys shall not be copied nor given or lent to any third party.
19. THE HIRER shall ensure that the Rules governing the use of the building are complied with.
20. The right is reserved for a representative of the PCC to enter any part of the building at any time.

Rules Governing Use of Building

General

- a. St Edmund, Chingford is a **CHRISTIAN CHURCH** and activities inconsistent with the church's ethos statement are not allowed in the building. No acts of worship are permitted in the building, unless permission has been received in writing from the PCC.
- b. **BOOKING TIMES** must be adhered to and **must** include setting up and clearing up time. Prior permission for any extension must be obtained in writing and may be withheld at the PCC's absolute discretion. **THE HIRER** books for the use of the premises and not the surrounding area. **THE HIRER** is responsible for the preservation of good order.
- c. **THE PCC** reserves the right to refuse bookings without the need to give reasons. The PCC's decision in this matter is final and not open to negotiation.
- d. **ALL ADVERTISING** material must be submitted to the PCC for approval. All such material must clearly display the name of the person or organisation responsible for the event. Posters and bunting promoting your event may only be displayed during the hire period. These should only be tied in place, and not nailed or secured by adhesive tape to the building, trees or notice boards.
- e. **EVENING USE.** No music may be played and no public address system may be used between the hours **23:00 (11pm) and 09:00 (9am)**.
- f. **NOISE/DISTURBANCE.** **THE HIRER** is responsible for ensuring the avoidance of all unnecessary noise or disturbance likely to cause annoyance to occupants of surrounding properties during the period of hire and on departure.

Care of Building

- g. **CARE OF BUILDING.** **THE HIRER** is expected to take reasonable care of the building, fittings, equipment and furniture, and in particular is not permitted to put nails, sellotape, blutack or other fixings into the walls, floor or ceiling.
- h. **DAMAGE.** **THE HIRER** shall be liable to pay for all damage caused by accident or improper use either to the fabric or equipment. Any breakages within the building must be reported to the PCC and will be charged and invoiced to **THE HIRER**. Fire appliances must only be used in genuine cases of emergency.
- i. **THE HIRER** shall not interfere in any way with the electrical equipment of the building. No equipment may be switched on or plugged in without prior written consent. Any equipment brought to the building for use shall be effectively earthed and fitted with a 3-pin 13-amp fuse plug at not more than 13 amps.
- j. **LOCKING UP.** At the end of the hire, all doors and windows must be closed securely, and all lights switched off. **THE HIRER** may be held responsible for any additional energy costs, theft or damage to the building which may result from a failure to follow these instructions.
- k. **SMOKING** is not allowed in any part of the building, including the toilets.
- l. **CLEANING UP.** **THE HIRER** is responsible for leaving the premises in a clean and tidy state (including restoring any temporarily moved items to their original place) and for the removal of all clinical waste from the building at the end of their hire.

Access

- m. **NO ACCESS** will be permitted to any part of the building other than the premises and the common areas, and only within the hire period.
- n. **PARKING.** There is limited on-site parking on the forecourt of the Ryan Hall but must not block entrances and ramps to the building and keep on tarmac-surfaced areas. The churchyard may not be used for parking. No large goods vehicle (with a gross vehicle weight of more than 3.5 tonnes) may be brought on site.
- o. **ANIMALS.** **THE HIRER** shall ensure that no animals whatsoever are to enter the kitchen or adjoining lobby at any time. Animals may be brought into the Ryan Hall, Blake Hall, and the corridor connecting them.

Safety

- p. **FIRE EXTINGUISHERS.** **THE HIRER** should familiarise themselves with fire regulations, appliances and exits. The Fire Brigade should be called out of any outbreak of fire, however slight, and the incident reported to the PCC.
- q. **FIRE EXITS** must not be obstructed at any time.
- r. **FIRST AID.** A First Aid box is located in the kitchen adjoining the Blake Hall.
- s. **ACCIDENTS.** Any incident involving personal injury must be recorded in the Accident Book (located with the First Aid box). Serious injuries should be reported to the PCC as soon as is feasible.
- t. **HIGHLY FLAMMABLE** substances (including fireworks) are not permitted in the building.
- u. **TELEPHONES.** There are no public telephones in the building. **THE HIRER** must ensure that they have access to a mobile telephone in case of emergencies.