

St Paul's Church, Malmesbury Rd, Chippenham. SN15 1PS
Tel: 01249 444771
Email: greenways@stpaulsweb.org.uk
Website: www.stpaulsweb.org.uk

ST PAUL'S CHURCH / CHURCH HALL – CHIPPENHAM

Terms and Conditions of Hire

Please read the following Terms and Conditions of Hire carefully before signing this form.

1. **Age:** The hirer, not being a person under 18 years of age; hereby accepts responsibility for being in charge of the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.
2. **Use of Premises:** The Hirer shall not use the premises for any other purpose than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies. The Hirer agrees to not perform any activities which may bring the PCC of St Paul with Langley Burrell into disrepute; Please read the hiring policy online at www.stpaulsweb.org.uk
3. **Public Liability:** The Owners do not accept any liability for any accident, loss, injury, or death howsoever caused to any person, property, or vehicle on the Owner's Premises, except as required by law. The Hirer should ensure adequate personal insurance cover as necessary during the period of hire. Please provide insurance details to the office.
4. **Gaming, betting, and 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.
5. **Temporary Entertainment Licence:** A Temporary Entertainment Licence (TEN) must be applied for by the hirer when alcohol is going to be sold or donations are taken for an event which includes alcohol, from Wiltshire Council: <http://www.wiltshire.gov.uk/licences-permits-ten>. A TEN must be applied for when food, drink and/or Music is planned outside the hours of 8am – 11pm. A copy must be provided to the Booking Secretary. The current charge for a TEN is in the order of £21, this fee is payable by the hirer to Wiltshire Council.
6. **Alteration to or Cancellation of Booking:** This Agreement may be cancelled by either party by giving one month's notice in writing to the other party, such notice to the owner must be sent to the address overleaf. Requests to change a booking must be made in writing to the Hall Booking Secretary at least **four weeks** prior to the booking date. Changes made with less than the required notice will incur a £10 administration charge and may, at the discretion of the Owners, be charged for in full. In the unlikely event of the hall being unavailable for use during the contracted period compensation will be limited to the amount charged for the hire of the hall.
7. **Car Park:** The Car Park attached to the Premises is for use by Hall and Church users. Groups may find that on occasions demand for parking spaces outstrips availability (for instance should there be a funeral during the day). Users of the Car Park should do so with consideration for others.
8. **Kitchen, Toilets and Garden Facilities** are available equally to all hirers of the Premises and users of the Church at that time. No one hirer has the right of sole use. Users must do so with consideration for others.
All hirers must make sure that they leave the premises as they found it.
9. **No Smoking:** The Hirer shall ensure that its members abide strictly by the "No Smoking" rule within the Church site, including Church, Hall, Car Park, Churchyard etc.: in accordance with the requirements of the Fire Regulations and current legislation.
10. **Security:** Arrangements will have been made prior to the hire period for access to the building. The Hirer shall be responsible for the security of the Premises, switching off all lights and electrical apparatus and securing all windows and doors on leaving. Including setting the alarm as agreed.
11. **Health and Safety:** Hirers are requested to ensure that members of their party are aware of Health and Safety issues, such as what to do in the case of a fire; to be aware of the location of the First Aid Box and accident/incident forms. Please read the items posted on the notice board in the main corridor. It is the Hirer's sole responsibility to inform members in advance of any change to the booking. **This is particularly important where such members are children.**
 - a. **Food preparation:** The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

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- b. **Electrical Appliance Safety:** The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner.
 - c. **Accidents and dangerous occurrences:** The Hirer must report all accidents involving injury to the public to a member of the PCC as soon as possible and complete the relevant sections of the accident/near miss forms.
 - d. **Explosives and flammable substances:** The hirer shall not bring highly flammable substances onto the site. No decorations etc. are to be put up near light fittings or heaters. Portable Liquefied Propane Gas (LPG) heating appliance shall not be used.
 - e. **Smoke Machines:** The use of smoke machines is prohibited, these set off our fire alarms.
 - f. **Icy Car Park:** There is a salt bin located near the oil tank; it is the hirer's responsibility to ensure that the car park is safe for their guests/members by spreading the salt.
 - g. **Bouncy Castles:** May be used internally in the large hall but must be supervised at all times by a responsible adult.
12. **Risk Assessment:** As part of the hiring conditions, you are required to carry out your own risk assessment for the activities taking place on or about the premises prior to any event. It is the Hirer's responsibility to advise the Owner of any issues that may contravene your risk assessment.
 13. **Accidental Damage/Equipment Failure:** The Hirer **must** notify the Owners of any accidental damage or equipment failure by reporting it to the booking secretary. Items requiring immediate attention must be reported to the caretaker straight after the event causing the damage/failure. **The Hirer will be liable for damage caused through wilful or careless actions.**
 14. **TV Receiving Equipment:** The premises do not hold a TV licence, therefore ONLY pre-recorded videos with copyright can be shown on the premises.
 15. **Animals:** The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed by the PCC. No animals whatsoever are to enter the kitchen at any time.
 16. **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.
 17. **Polling Station:** The Premises are periodically required for use as a Polling Station, dates are usually known well in advance, however, should a booking have been accepted prior to the polling date being set the Owners reserve the right to cancel the booking giving a full refund of monies paid.
 18. **No Ball Games, Skateboards, Bicycles or Scooters** are allowed in the hall.
 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. **Stored equipment:** The PCC 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. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed. Equipment may only be stored with the prior agreement of the Booking Secretary.
 21. **Payment of Hire Fees:** Payment in full should be made at the time of completing this booking form. Full payment must be received **within 2 weeks of receipt of invoice**. Invoices are sent out when the booking is made Functions will require a security deposit of £20 payable at the time of booking over and above any hiring charge to meet the costs of any additional cleaning required, or damage which may occur during the function. The security deposit will be refunded less any charges incurred on behalf of the Owner. Overdue accounts are liable to be charged interest at 5% over the Nat West base rate. All Payments and booking enquiries are to be made to the Hall Booking Secretary at St Paul's Church Hall Office at the address overleaf.
 22. **No Rights:** The Hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

As part of our terms and conditions we are required to consider safeguarding issues. Please see below.

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Safeguarding Conditions for the Hire of Church Premises

The Parochial Church Council of St Paul, Chippenham with Langley Burrell, has Policies and Procedures for Safeguarding Children and Vulnerable Adults, which can be viewed on the Hall notice board in the Hallway or found on <http://stpaulsweb.org.uk/policy-safeguarding>

Your hiring agreement is conditional upon you complying with these policies or, if you have one, your own safeguarding policy providing it is equivalent. You are required to ensure that children and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage occurring, and that you carry full liability insurance for this.

For one-off bookings such as parties the PCC does not expect the hirers to obtain Disclosure and Barring Service disclosures for leaders.

Declaration

I have read and agree to abide by The PCC of St Paul, Chippenham with Langley Burrell Safeguarding of Children and Vulnerable Adults policies. I understand that the hire agreement for the hire of church premises is conditional on my organisation keeping to these procedures and that the agreement can be immediately terminated if we fail to comply with them.

Name..... Signed

Role..... Organisation

Date