

St Mary the Virgin & All Saints
Potters Bar

Terms and Conditions of use of the Church Halls

1. The Parochial Church Council reserves the right to refuse application for hire without the need to give reasons.
2. Terms of hire will be in accordance with the conditions stated herein. In these Terms and Conditions the term "hirers" or "user" shall include the person signing or lodging the application and any person or organisation on whose behalf the application is made, all of whom shall be jointly and severally liable.
3. Persons under the age of 21 may not hire the premises.
4. The halls or church premises are not to be used for any other purpose than that for which the agreement was made. The PCC does not warrant that the Hall is fit either legally or physically for the suggested use. The user must ensure that the Race Relations Act 1976 and the Sex Discrimination Act 1975 are complied with. The user must comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority or Local Magistrates' Court in connection with the event.
5. The premises must not be used for any unlawful purpose.
6. All cheques for payment to be made payable to the "PCC of Potters Bar".
7. The church hall is not available for letting in Holy Week or when there is a concert, recital or any other performance in church.
8. The premises must be vacated by the end of the hire period; hirers must allow sufficient time to pack away.
9. It is against the law to smoke in the church or halls.
10. The halls are not licensed for the consumption of alcoholic liquor. Application should be made to the Vicar and Churchwardens in advance when hirers wish to serve alcoholic drinks at functions. The halls may not be used for the sale of alcohol.
11. Persons under the age of 21 may not be left in charge of any proceedings. A responsible adult must be present at all times during children's parties, etc.
12. Gambling is not permitted, but any organisation wishing to hold a raffle for charitable purposes must apply to the Vicar and Churchwardens in advance.
13. Hirers are reminded that they are responsible for any accident or injury arising out of the activity for which they have booked the premises, **and therefore must have their own third party liability insurance for a minimum level of £2 million. The hirer may be asked to disclose their insurance cover to verify this.** It is the responsibility of the hirer to ensure that the premises are safe for the purposes for which they intend to use them. Hirers 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. An accident book for this purpose is located in the First Aid Box, which may be found in the hall kitchen or the church office.
14. Hirers should ensure they are familiar with fire exit routes before the start of any function. All hirers must have their own fire safety procedure and be ready to evacuate the building should the fire alarm sound. Highly flammable substances are not to be brought into or used in any part of the halls nor are internal decorations of a combustible nature (e.g. polystyrene, cotton wool) to be erected without the consent of the PCC. If electrical appliances are brought to the halls by the user then the user must ensure that these items are safe and in good working order and used in a safe way.
15. Where the hirer is a group organising functions for children written confirmation will be requested that the hirer has a Child Protection Policy and is using the UK government's Disclosure and Barring Service to ensure all adult helpers are checked and registered. It is the responsibility of the Hirer to ensure the protection of any vulnerable

adults using the halls. The user is required to ensure that children are protected at all times, by taking all reasonable steps to prevent injury, loss or damage occurring. The PCC accepts no responsibility for the user's failure to comply with these requirements.

16. It is the Hirer's responsibility to ensure that all their members conduct themselves in an orderly manner. 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. The PCC or its authorised representatives may stop any meeting, entertainment or function, which is not properly conducted.
17. Games are permitted provided they are not likely to cause any damage.
18. Nails, screws, drawing pins, sellotape, blu tack etc, must not be used on the interior or exterior of the buildings. Helium filled balloons are not permitted in the halls. The Parochial Church Council reserves the right to charge the cost of removing balloons and other decorations trapped inside the roof structure.
19. Damage to the structure, fittings or equipment must be reported. Any damage must be paid for.
20. Hirers using the kitchen undertake to wash up and clear away. If food is to be prepared, served or sold then the user must observe all relevant food health and hygiene legislation regulations. All tables and chairs and other furniture should be returned to where they are normally stored before the end of the period of use. Cleaning equipment may be found in the kitchen cupboard. Rubbish arising from hirers use of the hall must be removed and disposed of by the hirers and not placed in the church bins, or left beside them. Any waste left on the premises to be disposed of at the expense of the Parochial Church Council may be charged to the hirer. Children are not allowed in the kitchen.
21. Booking times must be adhered to and must include setting up and clearing up time. The premises should be left in a clean and tidy state at the end of the hire period.
22. A refundable deposit of £200 is payable by persons hiring the hall on an occasional basis. This deposit is to cover breakages and the services of a cleaner should the hall not be left in a reasonable condition.
23. In the interests of safety and security the hirer is responsible for ensuring that ALL windows and outside doors are securely fastened and ALL electric lights and gas taps are turned OFF before leaving.
24. No articles are to be left permanently in the building without the Letting Secretary's knowledge and permission. All property of the user and its agents must be removed before the end of the period of authorised use. This means that the hall must be empty at this time. The PCC may sell and retain the proceeds of any property left after the period of authorised use, or store it and charge the user for such storage at the option of the PCC.
25. Hall users attending activities are permitted to park cars in the parking area adjacent to the hall and church provided they do not park in such a way to block other vehicles from entering or leaving.
26. Chairs, Tables etc. must be returned to their original position after use.
27. Advertising notices must not be placed inside or outside the building without permission from the Vicar and Churchwardens. All publicity for functions held in the halls must clearly display the name of the person or organisation holding them.
28. The PCC reserves the right to close the halls for repairs or maintenance and when possible will try to give hirers advance notice. The PCC cannot be responsible for any costs incurred by the hirer in the event of cancellation of a booking.
29. Where a Music and Dancing Licence and/or a licence from the Performing Rights Society are required or any licence as is necessary to allow the suggested use, the user is responsible for obtaining them and will compensate the PCC for infringement of copyright.

30. The Hirer agrees to pay all such rates, taxes, assessments and other liabilities as may be imposed upon the PCC or otherwise solely as a result of the Hirer's use or occupation. If rates, taxes, charges, assessments or other liabilities are imposed upon the PCC or otherwise which are higher than they would otherwise have been but for the Hirer's use or occupation, then the Hirer shall pay all such additional sums. The members of the PCC and any persons authorised by them shall have the right to enter any part of the halls at all times during the period of use.

Disclaimer

The Parochial Church Council cannot accept any responsibility for damage to, or theft of vehicles parked in the church grounds, nor for any property left on the premises. All vehicles are parked at owner's risk. The PCC are under no liability to insure against loss, theft or damage to vehicles.

The PCC, its agents and servants shall not be liable to the user or to any person using or entering the halls for personal injury or for damage to, loss or theft of any property brought into the halls, however it may be caused. The user shall indemnify the PCC, its officers, agents and servants against all claims made by, and liability to, any person in respect of such damage, loss or theft.