

## **St Mary the Virgin & All Saints, Potters Bar**

### **Church Halls**

#### **Hirers' Terms and Conditions**

##### **Introduction**

- The Parochial Church Council (PCC) reserves the right to refuse an application for hire without the need to give reasons. 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.
- The Church Halls are not available for letting in Holy Week or when there is a concert, recital or any other performance in church.
- The PCC reserves the right to close the halls for repairs or maintenance and when possible will try to give hirers advance notice.
- 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.

##### **Liabilities arising from Hire**

- If recorded music is provided, the hirer is responsible for obtaining a PPL licence. The Church holds a PRS licence for the hall. The hirer will compensate the PCC for any infringement of copyright.
- 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.

##### **User Restrictions**

- Persons under the age of 21 years may not hire the premises.
- The halls 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 Equality Act 2010 is 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. The premises must not be used for any unlawful purpose. It is against the law to smoke in the halls. The halls are not licensed for the consumption of alcoholic liquor.
- The halls may not be used for the sale of alcohol.
- Persons under the age of 21 years may not be left in charge of any proceedings.
- Gambling is not permitted, but any organisation wishing to hold a raffle for charitable purposes must apply to the Vicar and Churchwardens in advance.
- Chairs, tables etc. must be returned to their original position after use.
- 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.

### **Child Protection**

- 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.
- A responsible adult must be present at all times during children's parties or other activities.
- 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.

### **Health and Safety**

- 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.
- 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.
- It is the responsibility of the Hirer to ensure the protection of any vulnerable adults using the halls.
- The PCC accepts no responsibility for the user's failure to comply with these requirements.
- 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.

### **Care of Premises**

- Games are permitted provided they are not likely to cause any damage. Nails, screws, drawing pins, sellotape, blu tac etc, must not be used on the interior or exterior of the buildings. Helium filled balloons are not permitted in the halls. The PCC reserves the right to charge the cost of removing balloons and other decorations trapped inside the roof structure. Damage to the structure, fittings or equipment must be reported and the cost of repairs will be charged to the hirer.
- In the interests of safety and security the hirer is responsible for ensuring that all windows and exterior doors are securely fastened and all electric lights and gas taps are turned off before leaving.

### **Use of Kitchen**

- 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.
- Cleaning equipment may be found in the kitchen cupboard. Rubbish may be disposed of using the recycling bins in the kitchen. These enable glass, plastic, cans, cardboard and food waste to be recycled. Larger amounts of waste must be placed in black sacks, removed from the premises and disposed of by the hirers. Children are not allowed in the kitchen.

### **Parking for Halls**

- 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. However, use of the hall does not confer automatic parking rights and the PCC reserves the right to close the car park. Whilst parking is generally available, if the car park is full or closed, hall users will need to park in the road or elsewhere and closed access may not be opened by hall users.
- The PCC cannot accept any responsibility for damage, or theft of vehicles parked in the church grounds. All vehicles are parked at the owner's risk. The PCC are under no liability to insure against loss, theft or damage to vehicles.

### **Adherence to Hire Times**

- 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. The premises must be vacated by the end of the hire period and hirers must allow sufficient time to pack away.

### **Concern for Neighbourhood**

- 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.

### **Payment by Cheque**

- All cheques are to be made payable to the "PCC of Potters Bar"

### **Refundable Hire Deposit**

- 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.

### **Articles left on Premises**

- 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.

## **Covid-19 Addendum**

The following are required for the mitigation of contagion risk to all users of the halls.

By signing this agreement hirers state that:

1. They have read and will follow the Guidance issued by Her Majesty's Government including the guidance relevant to the purpose for which they are using the building, contained in 'Covid-19: Guidance for the safe use of multi-purpose community facilities' (30 June 2020 and as updated), "Working Safely during Coronavirus - Performing Arts" (9 July 2020 and as updated), and "Working safely during coronavirus - providers of grassroots sport and gym/leisure activities" (9 July 2020 and as updated)
2. They have read and will follow the Parish Risk assessment for use of the halls during the time of Covid-19 pandemic.
3. They have prepared their own Risk Assessment for use of the building as required by Government guidance.
4. The purpose for which the building is hired is an approved category of activity as defined by Government Guidance as on the date of the hire.
5. They will follow the directions of the PCC or its representatives in respect of the entrance and exit to use, which seating may be used and which areas of the building are in quarantine and thus not to be used.
6. Make appropriate arrangements of their own to maintain social distancing as required by Government guidance, including by applying the relevant 3, 2 or 1 plus metre rules.
7. They will leave the building clean and tidy, in particular the lavatory areas.
8. They will follow the relevant procedures for maintaining records of those attending their events, according to Government guidance in support of the NHS Test and Trace service.

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