

# St John the Baptist, Ermine, Lincoln

## Standard Conditions of Hire for St John's Church Hall

All applications for the hire of the Hall must be made in writing on a booking form and forwarded on completion to the Booking Secretary. The person who makes and signs the application form shall be considered the hirer and is the only person to whom a hall key will be issued.

### 1. Supervision

The hirer or his/her agents is responsible for the supervision of the hall including the cleanliness and condition of the building, furniture and fixings during the period of the hire. Any damages or breakages to any part of, or equipment in, the Hall are to be reported to the Hall Manager or Booking Secretary and will be charged to the hirer.

### 2. Use of Hall Premises

The hirer shall not use the premises for any purpose other than that stated on the booking form and shall not subhire the premises or allow any unlawful activity or in any unlawful way do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies.

The hire of the premises or part thereof does not entitle the hirer to use or enter the premises at any times other than the specific hours for which hired. The hirer will leave the premises in a clean and orderly state. If access is required at other time, please apply to the Booking Secretary.

The premises shall not be used for any illegal or immoral purpose or for any purpose which may be or become a nuisance, annoyance or disturbance to the owner or local residents or which in the opinion of the Bishop or Dean of Lincoln or the Parish Priest or the Hall Committee be offensive to the principals and practice of the Christian faith.

### 3. Access Rights

The right of entry to the premises is reserved to the Parish Priest, Hall Manager, Churchwardens or their representatives and any Police Officer at any time during the hiring.

### 4. Noise

The hirer shall be responsible for the decent and orderly conduct of the function and shall ensure that good order is kept at the premises during the hiring and shall not allow the building or its environs be used for any improper purpose or in any way which causes aggravation to people living near to the Hall. Excessive noise/loud music may result in the function being stopped and jeopardize the possibility of future use of the Hall. The Hall Management Committee reserves the right to put a stop to any function, entertainment or meeting not properly conducted.

### 5. Capacity

Maximum capacity for each area of the Hall is as follows:

- Main Hall: Not more than 150 persons shall be admitted to the premises for any event and not more than 100 persons when seated for a public meeting.
- Ashton Room: not more than 25 people

The hirer undertakes that these limits will not be exceeded. The Hall is covered by general insurance, but you may wish to explore your own insurance for your event. Regular Hirers should have their own insurance.

## **6. Licenses and Compliance with Statute**

The hirer shall ensure compliance with statutes and/or regulation obtaining, renewing and continuing any licence and/or registration required (including but not by way limited to) (a) the preparation, serving or selling of food (b) sale and consumption of intoxicating liquor (c) statutes governing persons working with or caring for children (including engagement, supervision and training) (d) obtaining any requisite licence for music, film, entertainment, dancing, concerts, stage performances, lectures or other presentation and (e) compliance with the conditions of such licences. The hirer shall keep the owner fully indemnified against all losses and demands made against or suffered or incurred by the owner arising out of all such matters.

## **7. Alcohol**

The hall is not licenced for the sale of alcohol therefore no alcoholic liquor shall be sold in any part of the building save by a licenced publican hired for the occasion. Such person shall be responsible for obtaining any necessary licences and shall provide the Booking Secretary with a copy of any relevant license prior to the commencement of the hire period. The booking of such facilities is the hirer's responsibility but the Booking Secretary must be informed at the time of booking if you intend to provide bar facilities. The Hall Management Committee accepts no responsibility for failure by the hirer to obtain such a licence or failure by the hirer to observe the terms of the licence. 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.

## **8. Compliance with the Protection of Children Act 1999 and the Children Act 1989 and the Protection of Vulnerable Adults**

If the use of the premises involves children (under 18 years) or vulnerable adults the hirer shall ensure that any activities comply with the above legislation. The hirer shall ensure that the children are protected at all times by taking all reasonable steps to prevent injury, loss or damage occurring and by ensuring all necessary checks have been undertaken. If the hirer has a its own Child Protection Policy a copy must be provided to the Hall Booking Secretary prior to the commencement of the hire period. Where no such policy is in place, the hirer must comply with the Parish's Child Protection Policy, a copy of which can be found on our website or provided on request. The Owner accepts no responsibility for the hirer's failure to comply with these requirements.

## **9. End of Booking Period**

At the end of the booking period, the hirer and his/her agents shall ensure that the building is left in a clean and tidy condition, excess rubbish is cleared and the premises are securely locked (ensuring all fire doors are firmly closed). Failure to do so may result in the hirer being charged for additional cleaning, clearance of rubbish and/or repairs.

## **10. Personal Belongings**

The Hall Management Committee accepts no responsibility of any kind for any articles left in the building during the hire period nor for any motor vehicle and contents parked around the Hall during the same period.

## **11. Fly Posting**

The hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event and shall indemnify the owner accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

## **12. Variation or Cancellation**

No variation or extension of the hire period or facilities hired will be permitted unless by prior agreement with the Booking Secretary. Where the hirer informs the Booking Secretary prior to the booking period of any cancellation, no charge will be made other than the non-refundable deposit.

The Hall Committee reserves the right to cancel bookings, giving as much notice as possible, where there is a need for reason such as (but not limited to) (a) the hall being unfit for use (b) maintenance and decoration (c) premises required by the Parochial Church Council for church purposes. In the event of the premises or any part thereof being rendered unfit for the permitted use the owner shall not be liable to the hirer for any resulting loss or damage whatsoever.

## **13. Excess Belongings Left On Property**

Property of the hirer and the hirer's agents must be removed or fees will be charged for each hour/part hour of a day/s until the same is removed. The Hall Management Committee accepts no responsibility for any property left on the premises after the hiring. In the case of bazaars, jumble sales and any other occasion when property is brought into the premises for sale, all unsold remaining property at the termination of the hiring will be considered to be the property of the hirer. Regular hirers may apply to the Hall Manager for permanent storage facilities.

## **14. Scenery**

All scenery and costumes used for stage performances or the like must be fire-proofed.

## **15. Emergencies**

No exits may be locked or blocked and no chairs or obstructions may be placed in corridors. All means of exit from the hall must be immediately available for instant free public exit. Fire appliances must not be removed or tampered with. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Hall Manager

## **16. Electrical Fittings**

No additional lights or extension from existing electrical fittings, or electrical wiring or installations shall be used or installed without the permission of the Hall Management Committee and such installations and extensions will be subject to a safety check.

Any electrical appliances brought onto the premises and used there shall be safe and in good working order and used in a safe manner.

## **17. Premises**

No bolts, nails, tacks, screws, bits, pins, sticky tape or other like objects shall be driven into or affixed to any part of the premises nor shall any placards or other article be fixed thereto without prior permission from the Hall Manager.

## **18. Kitchen**

Children under the age of 16 are not allowed in the kitchen unless supervised by an adult in an organized activity.

## **19. Smoking**

Smoking is not permitted in any part of the Hall.

## **20. Animals**

No animals (including birds), except guide dogs, hearing dogs or assistance dogs, are allowed in the building other than for a special event agreed in advance by the Hall Committee. No animals whatsoever are to enter the kitchen at any time

## **21. Refusal**

The Hall Management Committee reserves the right to refuse any applications for hiring the premises and shall be under no obligation to give a reason for such refusal. The premises shall not be available for hire to any person under the age of 21 years.

## **22. Payment**

A non-refundable deposit of £5 must be paid at the time of booking. The balance must be paid in full on collection of the key. Regular hirers will be billed on a monthly or half-term basis.

## **23. Key Holder Changes**

Key Holders are required to inform the Booking Secretary of any changes in leader or circumstances.

## **24. Variations for Regular Bookings**

The Booking Secretary must be informed of any variation in use by regular hirers (holiday dates, cancellations, etc.). Failure to do so will result in the hire charges being made.

## **25. No Tenancy**

Neither this agreement nor any of the terms hereof shall be deemed to constitute or create any lease agreement for lease or tenancy agreement or the relationship of landlord and tenant between the parties hereto nor in any way to give the hirer any proprietary rights estate or interest in the premises or in any part thereof.

## **26. Acceptance of the Conditions of Hire**

The hirer confirms that they accept the terms of the standard conditions of hire by signing the booking form. If the hirer is in any doubt as to the meaning of any clause the Hall Booking Secretary or Parish Priest should be immediately consulted. The Hirer agrees to be present during the Designated Hours and to ensure the standard conditions of hire are adhered to at all times.