

## 2. Hirer's Obligations

### 2.1 Payments

2.1.1 The Hirer shall pay to the PCC all sums incurred by the PCC in remedying any damage caused to the Church Hall during the Hire Period.

### 2.2 Risk Assessment

2.2.1 The Hirer must undertake a risk assessment being mindful of the Permitted Purpose for which the hall is being used and the facilities available. Such assessment should cover amongst others: attendee registration, available space, access, lighting, heating, security, supervision, fire regulations and first aid.

### 2.3 Fire Regulations

2.3.1 The Hirer must familiarise themselves with the Fire Regulations printed and displayed in the building. In the unlikely event of a fire the Hirer must comply in full with all the Fire Instructions.

### 2.4 Physical Condition

2.4.1 The Hirer shall ensure that the Church is not damaged or defaced during the Hire Period. If any such damage should arise the Hirer must immediately after the Hire Period report the fact to the PCC.

### 2.5 Use of the Church Hall

2.5.1 The Hirer shall not use the Church other than for the Use Permitted or allow the Church to be used for any unlawful purpose or purpose inimical to the Church of England or in any unlawful way nor do anything or bring onto the Church anything which may endanger the same or render invalid any insurance policies in respect thereof. Also, the Hirer should not do anything which would bring the Church into disrepute or be detrimental to our relations with local residents.

2.5.2 The Hirer shall ensure during the Hire Period there is no smoking within the Church at any time during the Hire Period nor allow the consumption of alcohol thereon without written permission.

2.5.3 If it comes to the PCC's attention during the Hiring Period that the Use Permitted is contrary to the beliefs of the Church of England or otherwise unsuitable as determined in clause 2.5.1 then the PCC can bring a Hiring Period to an end immediately.

2.5.4 The benefit of this Agreement is personal to the Hirer and may not be passed to a third party

### 2.6 Supervision

2.6.1 The Hirer agrees with the PCC that the Hirer will be present during the Hire Period and will, during the Hire Period, be responsible for supervision of the Church Hall and of proper car parking arrangements so as to avoid obstruction of the highway and residents' driveways.

### 2.7 Public Safety Compliance

2.7.1 The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise.

### 2.8 Health and Hygiene

2.8.1 If serving food the Hirer shall observe all relevant food health and hygiene legislation and regulations. No food may be prepared on the premises. Tea, coffee etc. and soft drinks may be prepared using the kitchen facilities.

### 2.9 Electrical Appliance Safety

2.9.1 The Hirer shall ensure that any electrical appliances brought into the Church and used there shall be safe and in good working order, and used in a safe manner with a residual current device and tested annually.

### 2.10 Indemnity/Insurance

2.10.1 The Hirer shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Church.

2.10.2 The PCC will ensure that it has appropriate insurance as a result of this Agreement.

### 2.11 Accidents and Dangerous Occurrences

2.11.1 The Hirer must report all accidents involving injury to the public to the PCC as soon as possible. Any failure of equipment (either belonging to the PCC or brought in by the Hirer) must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The PCC will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

### 2.12 Animals

2.12.1 The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Church, other than for a special event agreed to by the PCC and no animals whatsoever are to enter the kitchen at any time.

### 2.13 Compliance with The Protection of Children Act 1999

2.13.1 The Hirer shall ensure that any activities for children comply with the provisions of The Protection of Children Act 1999, The Children Act 1989 and any other relevant legislation together with any conditions required by Social Services and that only fit and proper persons have access to the children. 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 Child Protection checks have been undertaken. The PCC accepts no responsibility for the Hirer's failure to comply with these requirements.

### 2.14 Protection of Vulnerable Adults

2.14.1 It is the responsibility of the Hirer to ensure the protection of any vulnerable adults using the Church.

### 2.15 **Fly Posting**

2.15.1 The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Church. Failure to observe this condition may lead to prosecution by the local authority.

### 2.16 **Sale of Goods**

2.16.1 The Hirer shall, if selling goods in the Church comply with fair trading laws and any code of practice used in connection with such sales.

### 2.17 **Hirer's booking cancellation**

2.17.1 Subject to 2.17.2 below, if the Hirer wishes to cancel the booking before the Hire Period and the PCC is unable to conclude a replacement booking, the question of the payment or the repayment of the Hiring Fee shall be at the discretion of the PCC.

2.17.2 A cancellation of the booking within 7 days of the Hire Period will, as a minimum, result in any deposit paid to be forfeit.

### 2.18 **End of Hire**

2.18.1 The Hirer shall ensure that at the end of the Hire Period the Church is in a clean and tidy condition, and any contents temporarily removed from their usual positions properly replaced, otherwise the PCC shall be at liberty to make an additional charge. All rubbish should be placed in hirer's own plastic sacks and taken away.

### 2.19 **Noise**

2.19.1 The Hirer shall ensure that noise is kept to a reasonable level during the Hire Period and in particular shall ensure that the minimum of noise is made on arrival and departure having regard for surrounding residents.

### 2.20 **Discrimination**

2.21 The Hirer shall ensure that the Race Relations Act 1976 and the Sex Discrimination Act 1975 are complied with.

## 3. **Miscellaneous Provisions**

### 3.1 **Unfit for Use**

3.1.1 PCC give no warranty that the Church is legally or physically fit for the Use Permitted. The Hirer is obliged to undertake a risk assessment in accordance with 2.2

3.1.2 If the Church Hall or any part thereof is rendered unfit for the Use Permitted (or if such use would be in breach of any statutory, planning or other restriction) the PCC shall not be liable to the Hirer for any resulting loss or damage whatsoever.

### 3.2 **Refusal of Booking**

3.2.1 The PCC reserve an absolute right to refuse a booking.

3.2.2 The PCC also reserve an absolute right to cancel this Hiring Agreement at any time either before upon giving 7 days notice in writing to the Hirer or during the Hire Period itself in accordance with 2.5.3.

## 4. **Public Entertainment Licences (if applicable)**

4.1 The Hirer hereby acknowledges receipt of a copy of the conditions of the Public Entertainment Licence/Theatre Licence for the Church.

4.2 The Hirer, being a person over 18 years of age, hereby accepts responsibility for being in charge of and at the Church at all times when the public are present and for ensuring that all conditions of the Public Entertainment/Stage Play Licence relating to management and supervision of the Church are met.

## 5. **No Exclusive Use**

5.1 The PCC reserves to itself the right to use the Church whenever it deems necessary.

## 6. **Jurisdiction**

This Agreement is legally binding on both parties subject to English law and to the exclusive jurisdiction of the English Courts