

Standard Conditions of Hire

Definitions

1. The following definitions apply to these paragraphs (1 – 60):
 - **Building:** the whole of the church and the Parish Hall including the curtilage
 - **Premises:** the areas of the building subject to the hire agreement
 - **Common areas:** the toilets, circulation areas, and entrances within the building, and kitchen if specifically agreed with THE HIRER.

Liability

2. THE HIRER shall indemnify the PCC, its officers and employees in respect of the cost of repair of any damage done to any part of the building or its contents during or as a result of a booking (including any loss of income by the PCC arising from the damage) and in respect of any liability to third parties or otherwise arising out of the use of the building pursuant to the booking.
3. THE HIRER must ensure that appropriate third-party liability insurance exists for a minimum level of £5 million. The PCC accepts no liability for accidents, injuries, damage and/or loss of personal property as a consequence of using the building. THE HIRER may be asked to disclose their insurance cover to verify this.
4. In the event the PCC deem the building has been rendered unfit for use by the HIRER, the PCC shall be under no liability for any resulting loss or damage whatsoever.

Payment

5. For regular lets, hire charges must be paid in advance by BACS.
6. Regular let charges will be reviewed each year. The PCC will provide the HIRER with three months' notice of any changes.
7. For one-off bookings, at the start of the agreement the HIRER shall pay a deposit as stated on this booking form and one month's hire for regular bookings. The deposit is returnable (without interest) at the end of the hire period/termination of the agreement, subject to deductions for any damage caused by the hirer and for the cost of any required cleaning and any booking time overrun charges.
8. In addition to para 7 above, the HIRER shall be liable and invoiced (as appropriate) for the costs of any non-routine cleaning and/or repair of damage caused to the building arising as a result of the hire.
9. In addition to para 7 above, If the HIRER does not vacate the building within the prior agreed booked time, 150% times the hourly rate will be a charged for every hour or part thereof overrun.

Exceptions to Regular Hire

10. The PCC reserves to itself the right to use the building whenever it deems necessary in which event the building, or any relevant part or parts thereof may not be available to the HIRER. As much notice of non-availability as reasonably possible will be given by the PCC to the HIRER. The hire charge will be refunded for any loss of access arising from such events.
11. For regular booking, the HIRER may relinquish their use of the premises for up to 12 weeks a year without loss of the benefit of this agreement. The HIRER shall provide details of such dates to the PCC in writing at least three months in advance, following which the PCC shall be entitled to offer the premises for alternative hire on such dates and the HIRER

shall not be entitled to use any part of the building on the specified dates, hired under this agreement. Where due notice has been given the HIRER shall not be charged for relinquished dates.

Termination

12. Regular Hire: This agreement may be terminated by either party on one week's written notice expiring during the first three months of this agreement, or on one month's written notice expiring during the first three months of this agreement, or on one month's written notice expiring after the end of that period.
13. One-Off Hire: If this agreement is terminated by the HIRER less than 7 days before a one-off event is booked, 0% of the booking deposit will be returned. If terminated between 1-2 weeks, 50% of the deposit will be returned. If greater than 2 weeks' notice is given, 100% of the deposit will be returned.
14. The PCC may terminate this agreement at any time without notice in the event of a major breach or repeated minor breaches of this agreement. The PCC's decision as to what constitutes a major or minor breach shall be final. In the event of termination under this clause the PCC shall refund to the HIRER any hire fee applicable to dates of hire subsequent to the date of termination, subject to retention of the whole or any part thereof in respect of loss or damage caused to the building or any part thereof, or costs or expenses incurred by the PCC, in either case as a direct or indirect result of any breaches of this agreement by the HIRER, and without prejudice to the indemnity contained in clause 2 of this agreement.

Licensing

15. THE HIRER shall be responsible for obtaining and maintaining any local authority or other licences necessary in connection with the booking.
16. THE HIRER shall be responsible for the observance of all regulations affecting the building imposed by the Licensing Justices, the Fire Authority, the Local Authority or otherwise.
17. Alcohol cannot be sold in the building. THE HIRER is not permitted to apply for occasional licences for the sale of intoxicating liquor in the building.

Safety

18. The Hirer (or his/her authorised representative) must be present during the period of hire and ensure that these terms and conditions are observed.
19. THE HIRER shall not sub-let or allow any other person(s) to use the premises, nor shall they use the premises or common areas for any unlawful purpose or in any unlawful way or do or permit anything or bring or permit to be brought into the building anything which may endanger the building, its users, or any insurance policies relating thereto.
20. The PCC has a Policy for Safeguarding children, young people and vulnerable adults based on the London Diocesan Safeguarding Policy (www.london.anglican.org/support/safeguarding). THE HIRER shall be responsible for complying with this policy unless they already have an equivalent policy of their own (such a policy must be provided to the PCC prior to a booking). The HIRER is required to ensure that children, young people, and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage occurring. See Appendix for obligations.
21. THE HIRER shall during the period of hiring, be responsible for supervision and security of the building, protection of the fabric and contents from damage, and the behaviour of all persons using the building or having access to the building,

including proper supervision of car parking arrangements (if any) to avoid obstruction of the highway.

22. Any special equipment (such as Bouncy Castles), especially if it is electrical or could reasonably be considered as having a fire or damage hazard, must be agreed with the Church in writing before the booking is made.
23. THE HIRER shall if preparing, serving, or selling food observe all relevant food health and hygiene legislation and regulations.

Kitchen

24. Bookings made without full use of the kitchen are permitted access to the kitchen only for the purposes of access to water and to assist cleaning. For on-site preparation with the hall ovens, the kitchen must be booked in addition to any other rooms. Any use of other kitchen equipment including the use of crockery is not allowed unless previously agreed with the Hall Manager. If significant use of the kitchen is expected for making drinks for a large group, the kitchen must be booked.
25. Only one booking of the kitchen will be permitted at any one time, but does not guarantee exclusive use, since other bookings are to be allowed access for water purposes. Hirers are asked to cooperate with other users of the building needing access to water in the kitchen.

General Use

26. THE HIRER shall, if selling goods on the premises, comply with all relevant fair-trading laws and any local code of practice issued in connection with such sales.
27. THE HIRER acknowledges that no tenancy is intended to be created between the PCC and THE HIRER and no relationship of landlord and tenant exists between them.
28. Where the HIRER is provided with keys to the building, these keys must be returned to the Church Vicarage or Hall Manager within 7 days of the termination of the contract. The keys shall not be copied nor given or lent to any third party.
29. THE HIRER shall ensure that the Rules governing the use of the building are complied with.
30. The right is reserved for a representative of the PCC to enter any part of the building at any time.
31. Hirers must respect that other rooms in the building may be used at the same time for other bookings or Church activities and this may impact the busyness of shared areas, such as the corridors, parking and toilet facilities.
32. Any additional help provided to Hirers by Church volunteers that are not agreed on the Booking Form are provided on a goodwill basis and is not a commitment to provide such help on an ongoing basis.

Rules Governing Use of Building

33. St Paul's is a CHRISTIAN CHURCH and activities inconsistent with the church's Christian ethos are not allowed in the building. No acts of worship, other than Christian worship, are permitted in the building.
34. The Hirer shall ensure that no activity takes place that is in contravention of the law.
35. Any behaviour which may be deemed as threatening or abusive at any time on the Church premises will result in an immediate termination of any booking.
36. BOOKING TIMES must be adhered to and must include setting up and clearing up time. Prior permission for any extension must be obtained in writing and may be withheld at the PCC's absolute discretion. THE HIRER books for the use of the premises and not the surrounding area. The Hirer is responsible for the preservation of good order. Booking overrun charges apply, see 9.

37. THE PCC reserves the right to refuse bookings without the need to give reasons. The PCC's decision in this matter is final and not open to negotiation.
38. No advertising of any kind may be put up anywhere on the Church premises or grounds without prior agreement. ALL ADVERTISING material must be submitted to the Hall Manager for approval. All such material must clearly display the name of the person or organisation responsible for the event.
39. EVENING USE. The building must be vacated by 10.30pm. No extensions beyond this time can be accepted unless agreed with by Hall Manager.
40. NOISE/DISTURBANCE. THE HIRER must respect the privacy and wellbeing of the Church's neighbours and should ensure that any amplified music is kept to a minimum. This includes 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.
41. VACATING THE PREMISES: THE HIRER is responsible for leaving the premises and surrounds as they find it (including all surfaces and floors) in a clean and tidy condition. Any items temporarily removed must be put back. All lights and appliances must be turned off and windows closed. Furniture used must be put away in a clean and orderly state. **Please refer to 47 regarding CLEANING UP. All empty bottles, cans, wastepaper, food debris and any other rubbish must be removed from the premises. Any breakages, damage, or missing items must be reported to the Hall Manager. The PCC reserves the right to withhold the deposit in full if any of these terms are not followed to the satisfaction of the Hall Manager.** If the deposit does not cover the replacement cost of any damage or loss, any additional costs will be charged to THE HIRER. Any damages or losses noticed after the hire period will be reported to THE HIRER within 72 hours.

Care of Building

42. THE HIRER is expected to take reasonable care of the building, fittings, equipment, and furniture, and in particular is not permitted to put nails, sellotape, blu-tack or other fixings into the walls, floor or ceiling. Notices may be attached to windows and doors on a temporary basis.
43. DAMAGE. THE HIRER shall be liable to pay for all damage caused by accident or improper use either to the fabric or equipment. Any breakages within the building must be reported to the Hall Manager and will be charged & invoiced to THE HIRER. Fire appliances must only be used in genuine cases of emergency.
44. THE HIRER shall not interfere in any way with the electrical equipment of the building. Any equipment brought to the building for use shall be effectively earthed and fitted with a 3-pin 13-amp plug fused at not more than 13 amps.
45. LOCKING UP. When THE HIRER collects the keys from the Hall Manager, they will be issued with instructions for locking the building. These instructions shall be followed at the end of the hire. All fire doors and windows must be closed, all doors locked, and all lights switched off (including the toilets, and fire-exit lighting). The kitchen appliances must be turned off, excluding the fridges. Taps in the toilets must be off. THE HIRER may be held responsible for any additional energy costs, theft or damage to the building which may result from a failure to follow these instructions.
46. SMOKING and VAPING are not allowed in any part of the building, including the toilets.
47. CLEANING UP. THE HIRER is responsible for leaving the premises in a clean and tidy state (including restoring any temporarily moved items to their original place) and for the removal of all rubbish from the building at the end of their

hire (THE HIRER is not permitted to leave things in the church bins). Please note you cannot use the bins in the area surrounding the hall for waste. You could be issued with a Fixed Penalty Notice from Enfield Council. You are required to take your rubbish with you. Thank you.

48. The HIRER's equipment and belongings must be removed from the premises at the end of the hire, unless prior agreed with the Hall Manager.

Access

49. NO ACCESS will be permitted to any part of the building other than the premises and the common areas.
50. PARKING. There is limited street parking. There are a few more with time restrictions.

Safety

51. CAPACITY for the hall is 120 persons at any one time. 15 persons for the Bowman Room
52. FIRE EXTINGUISHERS. THE HIRER should familiarise themselves with fire regulations, appliances and exits. The Fire Brigade should be called out to any outbreak of fire, however slight, and the incident reported to the church administrator or warden.
53. FIRE EXITS must not be obstructed at any time.
54. SMOKE DETECTORS. There are smoke detectors in the St Paul's Centre and under no circumstances should any kind of smoke be used as this will set off the fire alarms.
55. FIRST AID. A first aid box is located in the hall kitchen.
56. ACCIDENTS. Any incident involving personal injury must be recorded in the Accident Book (located with the First Aid box). Serious injuries should be reported to the Hall Manager, as soon as is feasible.
57. HIGHLY FLAMMABLE substances are not permitted on the building.
58. TELEPHONES. THE HIRER must ensure that they have access to a mobile telephone in case of emergencies.
59. No ANIMALS other than Registered Assistance dogs are allowed in the church premises.
60. The Hirer shall ensure that no activity takes place that is in contravention of the law.

Appendix: Safeguarding Provision

The Parochial Church Council of St Paul's New Southgate Parish Church has a Policy for Safeguarding Children, Young People and Vulnerable Adults.

Your booking agreement is conditional upon you complying with it unless you already have an equivalent policy of your own (which has been sent to the PCC and agreed by the church Safeguarding Officer and Standing Committee of the PCC).

You are required to ensure that children, young people, 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.

In particular this means that:

- you will provide the church with a copy of your organisation's Safeguarding Policy/ies or if you do not have one adopt the current parish policy.
- you will recruit safely all current paid and voluntary workers who work with children and/or vulnerable adults, by obtaining satisfactory disclosures from the Disclosure and Barring Service where eligible and keeping records of dates and disclosure numbers indefinitely.
- you will keep a list of the names of all paid and voluntary workers with regular and direct contact with children/vulnerable adults and update it annually.
- you will always have at least two leaders over the age of 18 years in any group of children and young people, no matter how small the group.
- no person under the age of 18 years will be left in charge of any children or young people of any age.
- no child or group of children or young people should be left unattended at any time.
- a register of children, young people or vulnerable adults attending the activity will be kept securely. This will include details of their name, contact details of parent/guardian/carer etc., date of birth and next of kin.
- you will immediately (within 24 hours) inform the Parish Safeguarding Officer of:
 - the occurrence of any incidents or allegations of abuse or causes of concern relating to members or leaders of your organisation and contact details for the person in your organisation who is dealing with it.
 - any known offenders against children or vulnerable adults seeking to join your membership and manage such allegations or agreements with offenders in co-operation with statutory agencies, and with the church.

The Parish Safeguarding Officer for St Paul's New Southgate Church is:

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