

**The Church and Church Hall Individual Use Hiring Agreement** *Please check that your proposed hire of the church and church hall will be in accordance with the conditions of hire before completing this agreement.*

THIS AGREEMENT is made on:

**Date:** \_\_\_\_\_ **Name of Hirer:** \_\_\_\_\_

BETWEEN THE PAROCHIAL CHURCH COUNCIL of Saint Peter le Poer ("the PCC") and the person(s) or body named below ("the Hirer") whereby in consideration of the sum(s) mentioned in paragraph 3 below:

A. The PCC agrees to permit the Hirer to use the premises ("the church and church hall") for the purposes and period(s) and at the hiring fee specified below:

**1. Purpose of Hiring:**

**2. Period of Hiring:**

Day: \_\_\_\_\_ From (time) \_\_\_\_\_ To (time) \_\_\_\_\_

**3. Hiring Fee:** \_\_\_\_\_ per hour  
**Payable on receipt of our invoice each term**

**Name of PCC's authorized representative:** Lynne Punchard

B. THE HIRER agrees to observe and perform the provisions and stipulations contained or referred to in the PCC's Condition of Hire and in such rules governing the use of the church and church hall which are stated in this agreement.

**5. Hirer details**

**Organisation** (if applicable): \_\_\_\_\_  
*\*Note: If an organisation, must be a company or incorporated charity and this person must be 18 years of age or over*

**Address:** \_\_\_\_\_  
**Tel No:** \_\_\_\_\_  
**E-mail:** \_\_\_\_\_

**6. Signed:**

*Sign here to indicate you agree with the above details, the standard conditions of hire attached, the below safeguarding addendum and you understand your responsibility to keep children, young people, and vulnerable adults safe from harm.*

**Safeguarding**

The Parochial Church Council of St Peter le Poer Church has a Policy for safeguarding children, young people, and vulnerable adults. A copy is displayed on the church noticeboard in the hall and on the website. The Hirer shall ensure that any activities at the church hall for children or vulnerable adults ("relevant activities") comply with all applicable legislation in respect of the relevant activities and that only fit and proper persons have access to children or vulnerable adults. Safeguarding Policies are the responsibility of the Hirer and by entering into this agreement and by using the church hall the Hirer confirms that (where applicable) it has an appropriate safeguarding policy and uses the Disclosure and Barring Service in respect of the relevant activities. The Parish Safeguarding Officer is Susan Upcott. You may contact her if you need further information or if you have a concern about a safeguarding incident. [safeguarding@stpetersch.org.uk](mailto:safeguarding@stpetersch.org.uk) Other useful contacts: London Borough of Barnet Safeguarding team 020 8359 4066 / 2000. In an emergency dial 999.

## At the end of your hire please ensure:

- Oven and hobs are switched OFF.
- Gas supply and fan are also OFF.
- Electric switches to dishwasher and kettle switched OFF.
- Rubbish is removed from the kitchen, hall and the nappy bin in the toilet and placed in the outside bins. If the bin is full, you will need to take your rubbish with you.
- Hall floor to be swept.
- Wipe down all tables that were used.
- Blue Hall Chairs to be stacked no more than 5 high and returned to their original place along with tables.
- Heaters turned OFF.
- All lights switched OFF.
- Hall door locked and keys returned through letter box.

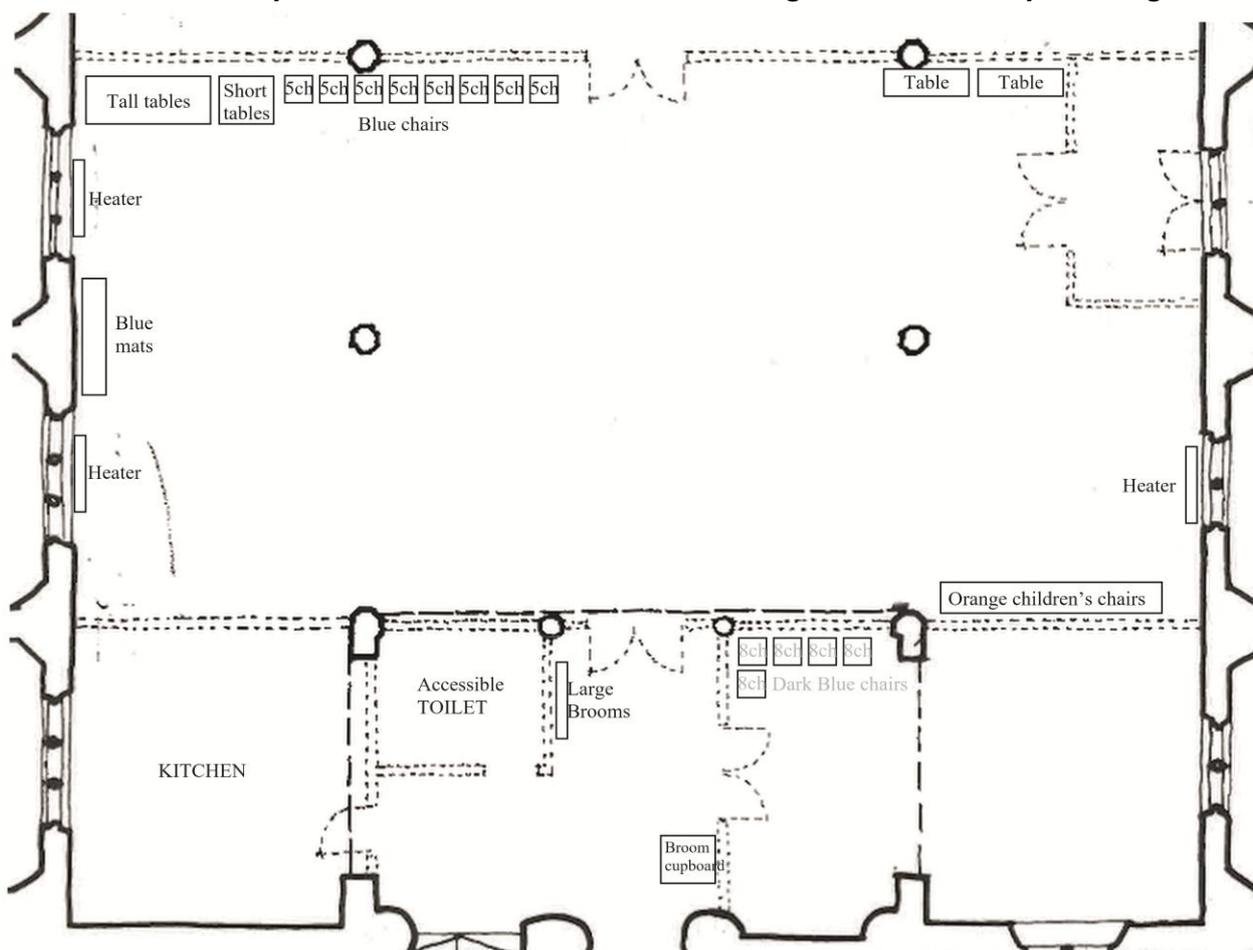
Any queries please text, call or email:

Lynne Punchard 07815 523660 [lynnepunchard364@gmail.com](mailto:lynnepunchard364@gmail.com)

In case of an emergency:

Rev Philip Sudell 07884 186354

Please ensure you return the hall as indicated in the diagram at the end of your hiring.



## STANDARD CONDITIONS OF HIRE

### 1. Supervision and responsibilities

- The Hirer will, during the period of hiring, be responsible for the supervision and care of the church and church hall and its contents and for the behaviour of everyone using the church and church hall.
- The church and church hall must be left clean and tidy at the end of the hired session and report any defects or damages to the PCC.
- At the end of each session of use, the Hirer must leave the church and church hall properly locked and secured (unless directed otherwise), with any contents properly replaced in their usual positions, and with lights and heaters turned off and windows closed.
- Any costs incurred by the PCC as a result of the loss or damage of keys by the Hirer (including the cost of replacing locks) must also be reimbursed by the Hirer.
- Any equipment left in the church and church hall by the Hirer is left at the Hirer's own risk. The PCC takes no responsibility for items, equipment or any belongings left in the church and church hall at any time, including any equipment agreed to be stored at the church and church hall. The PCC will have the right to dispose of anything left for longer than one month.
- The Hirer acknowledges that no tenancy is intended to be created between the PCC and the Hirer and no relationship of landlord and tenant exist between them.

### 2. Use of the church and church hall

- The Hirer must not use the church and church hall for any purpose other than that described in the Hiring Agreement and will not use the church and church hall (or allow the church and church hall to be used) for any unlawful purpose or in any unlawful way.
- The church and church hall may not be hired for any religious activities. This is because it is part of the Church building and, by law, no religious activities may take place on the premises other than those of the Church of England. Religious activity includes prayer, worship, religious instruction and the study or recitation of the scriptures of any faith.
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- The Hirer must not do anything or bring anything into the church and church hall which might endanger the church and church hall or render invalid any insurance policies covering the church and church hall.
- The Hirer must not use the church and church hall in any way which does or would be likely to cause nuisance, damage, disturbance, annoyance, inconvenience or interference to people living or using property nearby, or any activity which could bring the Church or PCC into disrepute.
- Subject to above, the PCC will supply a key to the above-named representative at an agreed time and the key will be returned by being posted back through the mail slot on the hall door.
- Church officers and staff will take reasonable steps to avoid entering the church and church hall during the times when the church and church hall is being used by the Hirer. However, the PCC reserves the right to allow or arrange essential and/or emergency access - eg by electricity meter readers, the Church architect, those who have to service heating, fire extinguishers, plumbing and other equipment, etc.
- The activity for which the church and church hall was hired must cease by the time it was contracted to end. All playing of music must cease by 10pm. All activities must finish by 10pm. A further 30 minutes is allowed for clearing up, checking and locking up.

### 3. Licences and insurance

- The Hirer is responsible for obtaining and complying with any licences which may be needed.
- The Hirer shall be responsible for making adequate arrangements to insure against any third party claims which may lay against the Hirer or his/her organisation whilst using the church and church hall.

### 4. Gaming, Betting and Lotteries

- The Hirer must ensure that nothing is done on or in relation to the church and church hall in contravention of the law relating to gaming, betting and lotteries.

### 5. Safety Compliance

- The Hirer must comply with all conditions and regulations made in respect of the church and church hall by the Fire Authority, the Local Authority, the Local Magistrates' Court or otherwise, particularly (if applicable) in connection with any event which includes public dancing or music or other similar public entertainment or stage plays. The Hirer must, in particular, ensure it is aware of the location of the first aid kits, fire extinguishers and fire exits. It is the responsibility of the Hirer to ensure that the church and church hall is safe for the purpose for what they intend to use it for.

### 6. Health and Hygiene

- The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
- No smoking is permitted in the church and church hall or its grounds.

## 7. **Electrical Safety**

- The Hirer shall ensure that any electrical appliances brought to the church and church hall and used there shall be safe and in good working order and used in a safe manner.

## 8. **Accidents and breakages**

- The Hirer must report to the Authorised Representative of the PCC all accidents involving injury to a member of the public as soon as possible. Any breakages or failure of equipment belonging to the PCC must also be reported as soon as possible. Breakages must be paid for by the Hirer.

## 9. **Animals**

- No animals whatsoever are to be allowed to enter the kitchen at any time.

## 10. **Children, Young People and Adults at Risk**

- As a Hirer, 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.

## 11. **Fly Posting**

- The Hirer must not carry out or permit fly posting or any other form of unauthorised advertising for any event taking place at the church and church hall, without the prior permission of the PCC.

## 12. **Noise**

- The Hirer must ensure that the minimum of noise is made on arrival and departure.

## 13. **Indemnity and loss**

- The Hirer shall indemnify the PCC for the cost of repairing any damage done to any part of the church and church hall (or any other building for which the PCC is responsible), including its contents, which may occur during the period of the Hiring Agreement as a result of the hiring or of the negligence of the Hirer.
- The Hirer shall indemnify the PCC against all liability, action, claims and proceedings arising from any breach of any term of the Hiring Agreement.
- The PCC accepts no liability for any loss or damage occasioned by or through the hiring of the church and church hall or occurring within the church and church hall, save that the PCC does accept full responsibility for any personal injury or death caused by the negligence of the PCC (which for the purposes of this provision shall include St Peter's Church and its employees).
- If the Hirer is a consumer, his or her statutory rights are unaffected.

## 14. **Cancellation**

### **Cancellation by the Church**

- The PCC reserves the right upon reasonable notice save in the case of emergency to cancel any particular session or sessions of this hiring in the event of the church and church hall (or any other part of the church and church halls) being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or in other special circumstances (such as in connection with, or where their use is inappropriate because of, a funeral or other church use).
- The PCC reserves the right to terminate the Hiring Agreement as a whole, with immediate effect and with no financial reimbursement, if the terms and conditions of the Hiring Agreement are not adhered to by the Hirer.
- The Minister, Churchwardens and authorized representatives of the PCC reserve the right to enter any part of the church and church hall and associated facilities at any time, and, if any of these Rules have been violated, to require any activity to cease immediately, and all persons to leave the premises.

### **Cancellation by the Hirer**

#### **For adhoc Individual hirings**

- Wherever possible we will try to find a mutually-convenient alternative date, within the following 3 months, and any deposit and/or fee paid in advance will be transferred to the new date.

Where finding a new date is not possible or not required by the hirer, the following penalties will apply:

Notice of cancellation received:

Less than 2 weeks before, 100% of the full booking fee

2 - 4 weeks before, 50% of the full booking fee

4 - 12 weeks before, forfeit of the deposit paid.

**Regular pre-booked hirings**

- For one-off emergency cancellations, we will endeavour to enable the group to extend their pre-booked dates by one week. For example, by adding an additional week at the end of the term.  
Where this is not possible, the following penalties will apply:  
Less than 2 weeks before, 100% of the full booking fee.  
2 – 6 weeks before, 50% of the full booking fee.  
6 – 10 weeks before, no charge

The Church Hall Committee reserves the right to remove any fee for cancellation, in full or part, at its discretion. In the event of a dispute, the final decision rests with the Minister of the Church.

This cancellation policy may be subject to change. Hirers will be notified of any updates to the policy via email or other communication methods prior to their booking.

**15. Refusal of booking**

- The PCC also reserves the right to cancel the Hiring Agreement at any time before the beginning of the period of hiring, which it can do by giving 7 days' notice in writing to the Hirer. In these circumstances, the Hirer will be entitled to reimbursement of any money paid in advance to the PCC for the Hiring Agreement (including the deposit) but the PCC shall not be liable to make any further payment or compensation to the Hirer.

**16. Unfit for use**

- If the church and church hall is unfit or unavailable for use at any time, the PCC shall refund the part of the Hiring Fee that relates to the period that the church and church hall is unfit or unavailable for use. This represents the Hirer's sole remedy in these circumstances.

**17. Sub-hiring prohibited**

- The Hirer must not sub-hire the church and church hall (or any part of the church) or assign the benefit of the Hiring Agreement to any other person or organisation or allow any other person or organisation to use the church and church hall under this Agreement.
- For the avoidance of doubt, it is acknowledged that the Hirer is not entitled to exclusive occupation of the church hall or any part of the church.