

## Appendix 2

### St Luke's Church

#### Premises Hiring Agreement - Regular Hire

It is our wish that people who hire our halls have an enjoyable and safe time, an outcome that is more likely when everyone involved understands the conditions of hire. Please take some time to read the following where the term 'Hirer' is the person or persons who wish to use the building in return for which they pay a fee. A regular Hirer is any individual or organisation that hires any part of St Luke's Church and Halls on more than 3 occasions per annum. The Hirer is responsible for reading and signing the hiring agreement and compliance with the following conditions.

##### **General**

1. The premises will be let in accordance with the Lettings Policy and scale of charges as determined by the Parochial Church Council (PCC).
2. The PCC reserves the right to decline an application or cancel a letting.
3. No regular letting will extend beyond 22:00 hours. The site must be vacated by 22.30.
4. Regular Hirers must complete and sign both Appendices A and B in respect of their letting.
5. We reserve the right to access any part of the building at any time but will do so in an unobtrusive way.
6. The letting fee must be paid by the payment date(s) indicated on Appendix B. In the event of cancellation after this point, 50% of the fee will be forfeit.
7. Where the hiring agreement includes the use of space on one of our noticeboards we expect the content to be kept up-to-date and tidy. Please do not obstruct the notices of St Luke's or any other organisation. While we are happy for you to add temporary additional notices to the walls these are to be affixed with blu-tac and removed carefully at the end of each event or activity. Any damage must be reported to the Lettings Officer.
8. Where the hiring agreement includes the use of secure storage within the Church or Halls we require that this is kept clean and tidy and within that storage. We reserve the right of access at any time.
9. Any wish for change in décor, fixtures, storage or way that the Church or Halls operates is to be discussed with a Churchwarden or the Priest In Charge.

##### **Planning and running your activities**

10. There is a small car park and we ask that users park considerately.
11. To avoid inconvenience and annoyance to neighbours your guests should leave the hall and car park with the minimum amount of noise and disturbance.
12. The Hirer must ensure that noise is kept to a reasonable level at all times so as to not cause nuisance to our neighbours.
13. There will be no hire for public entertainment purposes (e.g. dancing, musical and dramatic performances) unless with the prior agreement of the Lettings Officer.

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14. The halls are not licensed for the sale of alcohol nor are they licensed for any form of entertainment. Hirers may only serve alcoholic drinks free of charge and with the prior agreement of the Lettings Officer. No alcohol is to be served to anyone under the age of 18 years.
15. The Hirer is responsible for any damage to the building or equipment during the period of hire. The Hirer agrees to pay the full cost for repair for any damage caused.
16. No rooms or areas other than those hired and paid for may be used.
17. The Hirer is responsible for ensuring security during the hire, and for restricting access to those for which the event is intended.
18. No Church property may be removed from the building.
19. No damage must be caused to the fabric or decorations of the building, including, but not limited to, the use of nails, screws, staples, drawing pins or adhesives.
20. No paint, chalk, crayon, pencils or other colouring matter may be applied to the floor or structure of the building or equipment.
21. No 'Bouncy Castle', or similar large inflatable or tethered play equipment is allowed without prior agreement.

### **After each event or activity**

22. The Hirer is responsible for
  - Ensuring all tables and chairs are returned to the position found and all kitchen equipment, crockery etc. are clean. Any damage or breakages must be reported to the Lettings Officer and will incur a replacement charge;
  - Ensuring that any food/drinks they keep within the fridge are within use by date and labelled in terms of ownership;
  - The hall being swept and left tidy (brooms and a dust pan and brush are provided in the store room off the large hall);
  - Removing and taking away all their equipment, decorations etc;
  - Placing rubbish in the external bins. Please bear in mind that these bins are primarily for the use of Little Acorns Preschool and St Luke's Church so if you are disposing of a lot of rubbish please take this home or to a Civic Amenities Site;
  - Ensuring the toilets are left in the condition they were found;
  - Ensuring that the heaters in the church and/or halls, the gas hob and oven, taps and lights have been turned off;
  - Ensuring that windows and the emergency exit in the large hall are closed, the external door in the kitchen and main lobby doors are locked.
23. If the booking includes the play area then this must be left clean after use. Equipment owned by Little Acorn Pre-School is not to be used or tampered with.
24. There are approximately 50 chairs in the hall, which must be stacked and secured in the position they were found.
25. Regular Hirers are issued with the keys needed to access the hired area. These must be kept secure and returned at the end of hiring period.

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### Health, Safety and Safeguarding

26. The Hirer is responsible for food hygiene, health and safety and complying with any legal requirements concerning music, singing and dancing licences, theatre licence and copyright.
27. The Hirer must ensure that children and vulnerable adults are protected at all times by taking all reasonable steps to prevent injury, illness, loss or damage occurring. The Hirer must read, sign and ensure compliance with the Diocesan Safeguarding Policy and Procedures, as at Appendix A.
28. The Hirer is responsible for ensuring that they have read St Luke's Risk Assessment and complied with risk management action. This assessment can be found on the Church noticeboard in the hall lobby.
29. 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 reminded that they are responsible for any accident or injury arising out of the activity for which they have booked the premises.
30. Hirers must report any accident or incident as soon as possible to the Lettings Officer so this can be logged in our Accident Log.
31. At the time of the original Hiring Agreement and on renewal each January, the Hirer is to provide a copy of their insurance certificates. St Luke's insurance does not cover regular hall use. Our insurers require that regular users must have at least £5,000,000 of Public and Products Liability Insurance.
32. The maximum recommended number of individuals is 100 in the large hall, 30 in the Small Hall and 90 in the main body of the Church, dependent on configuration.
33. St Luke's is a non-smoking and drug free site; it is the responsibility of the Hirer to ensure this condition is not breached.
34. St Luke's has a fire detection system and emergency lighting. In the event of the fire alarm sounding please follow the attached Fire Evacuation Procedure, a copy of which can also be found in each room.
35. Every care should be taken to avoid accidentally triggering the fire detection system – naked flames of any kind (including candles), smoke machines and similar must not be used.
  - When it is safe to do so please report any instance of the fire alarm sounding to the one of the people below:
    - Revd Gemma Fraser (Priest in Charge – 07540 152561)
    - Sue Davies (Deputy Churchwarden – 07708 296804)
    - David Millward (Deputy Churchwarden – 07749 359971)
36. No fire equipment may be obstructed or moved, except in an emergency.
37. Emergency exits must be kept unlocked and clear at all times.

### Acceptance of Conditions

38. Regular Hirers are required to acknowledge acceptance of these conditions by signing Appendix B.

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## Appendix A

### Safeguarding Provision Statement for Hirers of Church Premises

Please refer to the document 'A Safer Church: Safeguarding Policy Statement for Children, Young People and Adults' which can be found on the church noticeboard in the foyer or follow the link:

<https://www.churchofengland.org/sites/default/files/2017-12/PromotingSaferChurchWeb.pdf>

The Parochial Church Council of St. Luke, Moulsham, Parish Church has a Policy for Safeguarding Children, Young People and Vulnerable Adults. A copy is attached. Your booking agreement is conditional upon you complying with it unless you already have an equivalent policy of your own.

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 comply with the attached good practice guide with children and young people or vulnerable adults unless you already have an equivalent;
- 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:
  - (a) 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
  - (b) 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 Officers for St. Luke, Moulsham, Church are:

Sue Davies: [sj.davies122@btinternet.com](mailto:sj.davies122@btinternet.com) Tel. No: 07708296804

Helen Field: [helenfield16@yahoo.co.uk](mailto:helenfield16@yahoo.co.uk) Tel. No: 07873721813

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**Declaration**

**I agree to abide by appropriate safeguarding procedures. I understand that my booking agreement may be terminated in the event of my failing to comply with these procedures.**

**Signed .....** **Designation .....**

**Organisation .....** **Date .....**

**Please sign two copies, one to be retained by the church, and one by the organisation**

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## Appendix B

### PREMISE HIRING AGREEMENT: REGULAR HIRE

Invoice Number.....

Hiring person/organization .....

Start Date.....

End Date.....

Pattern of hiring (days, timings) .....

*(See separate sheet for exact dates and timings)*

Number of sessions/hour .....

Use of Notice Boards: Yes/No    Use of Storage Area: Yes/No - *(if yes, see location sheet)*

Hiring Fee.....hrs@ .....per hr

Full letting fee amount due .....

#### Payment due dates

Term 1.....

Term 2.....

Term 3.....

*Payment can be made by cheque payable to **St Luke's Church** or electronically using the following details*

*Sort Code: 20-19-95*

*Account Number: 00809799*

#### Declaration

*The individual and/or organisation detailed below accept the definitions, terms and conditions of hire as set out in this document.*

#### Hirer authorised representative

Name .....

Address .....

.....

Telephone .....

e-mail .....

Signature.....

Date.....

#### PCC authorised representative

Name .....

Address .....

.....

Telephone.....

e-mail .....

Signature.....

Date.....

Valid Insurance Certificate seen ..... YES/NO/NOT REQUIRED