

ST. MARTIN'S CHURCH HALL
TERMS AND CONDITIONS OF HIRE

In this document, the abbreviation 'PCC' means 'Parochial Church Council'
References to "Private Bookings" mean references to one-off or irregular bookings and references to "Long Term Bookings" refer to long term and regular bookings

1. BOOKINGS AND PAYMENTS

1.1 The PCC reserves the right to refuse any application for hire.

1.2 The Hirer must be over eighteen years of age at the time of application.

1.3 The Hirer or his/her representative must be present during the period of hire and ensure that the terms and conditions are observed.

1.4 The Hirer may not sub-let the premises, and or use the Hall for another purpose than that stated when booking.

1.5 The hire charges will be as notified by the Bookings Secretary at the time of booking.
Current standard hire charges are shown in Appendix 1. The time of hire stated includes set up and clear up times.

1.6 The PCC reserves the right to amend all hire charges and conditions of hire at any time, with twenty eight days' notice given to the hirer before the amendment takes effect, but hire charge increases will not apply to future bookings paid in full before the change.

1.7 The PCC reserves the right to terminate a Long Term Booking with 28 days written notice to the hirer but will do all things reasonable to accommodate the Long Term Booking at a different time and date. For the avoidance of doubt, the PCC will do all things reasonable to accommodate a change in a Long Term Booking it does not guarantee that an alternative booking can be accommodated.

1.8 Full payment for Private Bookings is required at least 3 months in advance of the hire date. Failure to pay on time could result in cancellation of the booking. Private Bookings made less than 3 months before the hire date must be paid for within 1 week of booking to confirm the booking. Long Term Bookings will be invoiced at the beginning of the month in which the events take place, and payment must be made before the last day of that month (the "Due Date").

1.9 The PCC reserves the right to cancel future bookings upon a Hirer's failure to pay an invoice by the Due Date.

2. CANCELLATIONS

2.1 If the Hirer wishes to cancel the booking before the date of the event and a replacement booking is not found, then repayment of any fee shall be at the discretion of the PCC and such discretion will be exercised reasonably. For sessions of Long Term Bookings, the fee is payable if notice given less than 28 days in advance, though if the cancellation arises due to unforeseen circumstances the PCC may waive this at their discretion.

2.2 The Hirer accepts that it may occasionally be necessary to alter the booking due to unforeseen circumstances beyond the control of the PCC. In such circumstances, the PCC reserves the right to cancel any Private Booking and/or session of a Long Term Booking, in which case the hirer would be refunded any charges paid in advance, The PCC will not be liable for any loss incurred by the Hirer as a result of its exercise of this clause, including but not limited to the loss of any estimated income and/or other expenses incurred by the Hirer.

2.3 If the PCC exercises its rights under clause 2.2 it will do all such things reasonable to accommodate alternative bookings but does not guarantee that an alternative booking can be accommodated.

3. SAFETY ARRANGEMENTS, FIRE AND EMERGENCIES

3.1 The hall is designated a No Smoking area. Smoking and the use of e-cigarettes are not permitted inside any part of the building. Outside the building, smokers should not stand near the main porch, and should use the ash box provided on the wall.

3.2 All fire doors and exits must be kept clear of any obstruction.

3.3 The Hirer shall ensure that no person shall interfere with any equipment provided under health and safety regulations.

3.4 In the event of a fire or emergency requiring the premises to be evacuated, the Assembly Point is the front car park. The Hirer must call the appropriate Emergency Service in this event. The Hirer must ensure arrangements are in place for evacuating disabled persons in the event of an emergency.

3.5 The Hirer will be responsible for briefing responsible event staff of the safety arrangements in place in the event of an emergency, e.g. evacuation procedures, assembly point, arrangements for calling emergency services, location of first aid and fire equipment etc. (First Aid boxes are located in the Hall kitchen) Any accidents must be recorded in the accident book in the kitchen.

3.6 The Hirer must ensure that no highly combustible, hazardous substances or equipment are brought on to the premises.

3.7 The Hirer must ensure that all equipment brought on to the premises is fit for its intended purpose and compliant with HSE and Fire Policies. The Hirer remains responsible for the operation and safety of any such equipment.

3.8 Capacity: The maximum number of persons allowed in the hall at any one time is 120. The layout and activity will affect the appropriate number - if any concerns, please ask for advice.

4. SAFEGUARDING AND SUPERVISION

4.1 Hirers are responsible for ensuring adequate safeguarding procedures are in place for children and vulnerable adults. The PCC or its representative may want to discuss these with you so that we can be assured that people using our premises are kept safe.

The hirer shall accept full responsibility for the welfare of children, young people and/or vulnerable adults who attend the event and will take all reasonable steps to prevent harm to them. The parish accepts no responsibility or liability for the hirer's failure to comply with this requirement.

For regular bookings, organisations who hire the Hall for work with children, young people and/or vulnerable adults must complete the Diocese of Exeter 'Hirers of Church Premises' safeguarding statement - see Appendix 2. They must have a full Safeguarding Policy of their own, and provide the Booking Secretary with a copy of this, together with the completed safeguarding statement.

4.2 The Hirer will be held responsible for the effective supervision and arrangements of their activities on the premises – prior to, during, and after the event - to ensure that no adverse noise or behaviour arises that will impact other users or neighbouring dwellings.

4.3 The Hirer shall accept full responsibility for damage or loss to the fabric and contents of the hall, the behaviour of all persons using the premises, including the proper supervision of car-parking so as not to cause any obstruction to other users of the hall or church. The Hirer shall ensure that there is sufficient number of persons present to assist in providing adequate supervision and control.

4.4 Children must not be permitted in the kitchen without adult supervision.

4.5 Children and unauthorised persons are not permitted to climb on the stage.

4.6 The hall must not be used for any illicit purpose, or any activity that may bring disrepute upon the PCC, or Church.

5. USE OF THE HALL

5.1 No item shall be brought into the hall that is likely to cause damage to any surface, and no nails, tacks or anything whatsoever shall be driven into the fabric of the wall, floors, worktops or fixtures, that could cause damage.

Decorations may be tied to tables and chairs, or attached to the Dado rails provided with pins or tape. Sellotape, blue-tak etc should not be attached to the paintwork.

5.2 Alcohol may be consumed, provided that the Booking Secretary is advised in advance. However, functions at which alcohol will be sold will require an Occasional Licence from Torbay Council (at your expense). Please provide the Booking Secretary with a copy of the Licence.

5.3 Kitchen: The Hirer shall ensure that any kitchen equipment and crockery shall be returned to the appropriate cupboards/storage areas in a clean and reusable condition, and surfaces left in a clean condition. The Hirer shall be responsible for the provision of their own tea towels, detergent and other cleaning materials.

5.4 The Booking Secretary or PCC member shall have free access at all times, with power to issue directives to the Hirer in compliance with the Conditions governing any hire.

5.5 At the end of the hire period: The Hirer shall ensure that all areas used, including the toilets, kitchen and external area in a clean and tidy condition. The Hirer shall remove all property belonging to him and the end of the hire. The Hirer shall also remove and dispose of all rubbish/refuse, associated with the hire, off and away from these premises/site. The PCC reserve the right to recover all costs resulting in the Hirer's default to dispose of all property and refuse associated with the hire.

5.6 The Hirer shall ensure that before vacating the premises that:

- All windows and doors are closed.
- All equipment and lights have been switched off.
- Room furniture is returned to its original position
- The room is swept particularly if food has been served

The PCC reserve the right to apply charges to cover additional costs.

6. LOSS AND LIABILITY

6.1 The PCC shall not be held responsible for any loss to the hirer due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction, Act of God or other circumstances, which may cause the hall to be temporarily closed, or the hiring to be interrupted or cancelled.

6.2 The PCC shall not be responsible for any loss of property, injury to persons or any other claim sustained as a result of the hire.

6.3 The Hirer shall indemnify the PCC against any damage, loss, or injury, however this damage or loss might have been caused, as a result of the hire.

6.4 Insurance: The Hirer must ensure that additional insurance cover is taken out for any activities where the public or the property are at an additional risk deemed to be outside the remit of St. Martin's Church's public liability insurance.

APPENDIX 1 (See 1.5)

Current Standard Hire Charges (From March 2023)

Main Hall - Hourly rate £12

Minimum time hired for parties 4.5 hours - £54.

(This includes time for set-up approx. 1 hour and clear up approx. 1 hour)

For hirers bringing a bouncy castle, there is an extra £6 charge, so £60 altogether.

Minimum time hired for other events 2 hours - £24.

Bishop Luscombe room – Hourly rate £6 – minimum time 3 hours - £18.

APPENDIX 2 (See 4.1)

HIRERS OF CHURCH PREMISES (Diocese of Exeter safeguarding statement)

To be completed for regular bookings where children and/or vulnerable adults are present as part of the hiring group.

Parish: St. Martin’s, Barton, Torquay – Church Hall Hire

Type of Event.....

Day and Time of Event.....

The organisation..... confirms that in all its activities with children (aged 0 – 17) and/or vulnerable adults it will comply with all current safeguarding and government guidance.

We have our own child and/or vulnerable adults safeguarding policy and procedures (a copy of which will be given to the Parish) and confirm that all those who staff our activities on these premises understand and have agreed to follow them and have been safely recruited with a Disclosure & Barring Service check where the role is eligible. We understand that the parish accepts no responsibility or liability for our failure to comply with the above requirements.

Signed(on behalf of the organisation)

Date.....