

Standard Conditions of Hire

Definitions

1. The following definitions apply to these paragraphs (1 – 19 & a – v):
 - **building**: the whole of the church hall
 - **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 should ensure that any necessary **third party liability insurance** has been taken out. 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 of the building being rendered unfit for use by THE HIRER, the PCC shall be under no liability for any resulting loss or damage whatsoever.

Payment & Cancellation

5. THE HIRER shall pay the hire charge and cleaning/damage deposit prior to confirmation of a booking. If any cheque for any payment is dishonoured, after confirmation of a booking, the booking will be automatically and without notice cancelled.
6. If THE HIRER wishes to cancel the booking, the PCC may, at its absolute discretion, refund the fees but shall be under no obligation to do so.
7. The PCC reserves the right to cancel the booking if exceptional unforeseen circumstances arise. In the event of the PCC cancelling the booking, all fees/deposits paid by the Hirer shall be refunded.

Licensing

8. THE HIRER shall be responsible for obtaining any local authority or other licences necessary in connection with the booking.
9. 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.

10. 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

11. 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.

12. For events involving children, THE HIRER confirms that they are familiar with the Home Office code of practice '*Safe from Harm*', and with the London Diocesan Child Protection Guidelines. THE HIRER understands these policies & procedures and undertakes to follow their recommendations in relation to any work with children and young people. Children are not allowed in the kitchen.

13. 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) so as to avoid obstruction of the highway.

14. THE HIRER shall if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

General Use

15. 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.

16. 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.

17. Where the HIRER is provided with keys to the building, these keys must be returned on the next working day to the Church Office. The keys shall not be copied nor given or lent to any third party.

18. THE HIRER shall ensure that the Rules governing the use of the building are complied with.

19. The right is reserved for a representative of the PCC to enter any part of the building at any time.

Rules Governing Use of Building

General

- a. Golders Green Parish Church is a **CHRISTIAN CHURCH** and activities inconsistent with the church's ethos statement are not allowed in the building. No acts of worship, other than Christian worship, are permitted in the building.
- b. **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.
- c. **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.
- d. **THE PCC** and/or the VICAR reserves the right to retain all or any part of the sum paid in cleaning/damage deposit to cover losses and expenses incurred by the PCC as a result of damage caused by the hirer.
- e. **ALL ADVERTISING** material must be submitted to the church administrator for approval. All such material must clearly display the name of the person or organisation responsible for the event.
- f. **EVENING USE.** All hires must vacate the building by 10.30pm. No extensions beyond this time can be accepted.
- g. **NOISE/DISTURBANCE.** THE HIRER is responsible for 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. In particular, noise from the building should not be heard beyond the boundary fence between the building and the Vicarage after 7pm unless expressly agreed in advance with the Vicar.

Care of Building

- h. **CARE OF THE BUILDING.** 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, blutack or other fixings into the walls, floor or ceiling.
- i. **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 church administrator and will be charged & invoiced to THE HIRER. Fire appliances must only be used in genuine cases of emergency.
- j. **THE HIRER** shall not interfere in any way with the electrical equipment of the building. No equipment may be switched on or plugged in without prior written consent. 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.
- k. **LOCKING UP.** When THE HIRER collects the keys from the church

office, 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 church toilets, particularly, the fully accessible toilet). 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.

l. **SMOKING** is not allowed in any part of the building, including the toilets.

m. **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 use the church bins).

Access

n. **NO ACCESS** will be permitted to any part of the building other than the premises and the common areas.

o. **PARKING**. There is no on-site parking.

p. **ANIMALS**. Only guide dogs are permitted inside the building.

Safety

q. **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.

r. **FIRE EXITS** must not be obstructed at any time.

s. **FIRST AID**. A first aid box is located in the kitchen in a cupboard that is clearly marked.

t. **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 church administrator or warden, as soon as is feasible.

u. **HIGHLY FLAMMABLE** substances are not permitted on the building.

v. **TELEPHONES**. There are no public telephones in the building. THE HIRER must ensure that they have access to a mobile telephone in case of emergencies.