

## **1. Terms of Hire**

### **1.1. Refusal of booking**

The Vicar, Churchwardens (CW) and Parochial Church Council (PCC) reserve an absolute right to refuse a booking, or to cancel this Hiring Agreement at any time, either before, upon giving 7 days notice in writing to the Hirer, or during the Hire Period itself, e.g. if the Room is required as a polling station.

### **1.2. Warranty of Suitability**

The PCC give no warranty that the Church Room is legally or physically fit for the use allowed.

### **1.3. Approval of Use Allowed**

The Hirer shall indicate on the Agreement the use to which the Church Room is to be put, furnishing any such additional information as is requested.

The Vicar, CW and PCC reserve the right to refuse a booking if the proposed use allowed would be contrary to the beliefs of the Church of England or (in their absolute discretion) is determined by them to be unsuitable.

If, during the period of hire, it comes to the attention of the Vicar, CW or PCC that the use allowed is contrary to the beliefs of the Church of England or otherwise unsuitable as determined in previous clause, then the hire may be brought to an end immediately.

Birthday parties of any kind are deemed to be unsuitable and the Church Room is not for hire.

### **1.4. No exclusive use**

The Vicar, CW and PCC reserve the right to access the Church Room whenever it is deemed necessary.

### **1.5. Data protection**

Each party to this Agreement may share personal data with our staff for the purposes of administering the agreement. We both agree to comply with all relevant data protection legislation in so doing.

A copy of the church Privacy Notice can be found on the notice board at the back of the church and on our website at [www.stmarksbromley.org.uk](http://www.stmarksbromley.org.uk)

## **2. Hirer's Obligations**

### **2.1. Payments**

In addition to the fee, the Hirer agrees to pay to the PCC the following sums on demand: all sums incurred by the PCC in remedying any damage (other than those paid in accordance with the indemnity clause) caused to the Church Room during the hire period by the Hirer including, but not limited to, architect's or other professionals' fees; such further amounts as may be demanded in accordance with 'End of Hire' clause,

### **2.2. Hirer's booking cancellation**

If the Hirer wishes to cancel the booking before the hire period, repayment of the hiring fee shall be at the discretion of the PCC. Regular Hirers may terminate the agreement giving one calendar month's notice.

### **2.3. Indemnity**

The Hirer shall indemnify the PCC for the cost of repair of any damage done to any part of the Church Room, or its curtilage or contents, that may occur before, during or after the hire period as a result of the hiring.

The Hirer shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation they represent) whilst using the Church Room. (The PCC's Public Liability Insurance cover does not extend to any event not organised by them or under their direct control).

### **2.4. Use of the Church Room**

The Hirer shall not use the Church Room other than for the use allowed, or allow the Room to be used for any unlawful purpose or purpose inimical to the Church of England, or in any unlawful way, nor do anything or bring into the Room anything which may endanger the same or render invalid any insurance policies in respect thereof.

**The use of the kitchen is permitted for tea/coffee making only. Kettle and mugs are provided. The premises are not licensed for the preparation or sale of hot/cold food.**

### **2.5. Capacity**

The number of people in the Church Room shall not exceed seventy.

### **2.6. Physical Condition**

The Hirer shall ensure that the Church Room is not damaged or defaced during the hire period and must immediately after the hire period report to the PCC through the Room booking administrator any damage caused during the hire period to the Room or any part of it.

No fixings/adhesives may be used on the walls/woodwork.

The Hirer shall pay the PCC the cost of any repair of any damage done to any part of the Church Room during the hire period.

### **2.7. Supervision**

The Hirer will, during the hire period, be responsible for supervision of the Church Room, the fabric and the contents, their care and protection from damage, and the behaviour of all persons using the Room whatever their capacity; including proper supervision of car parking.

Hall users are to have due regard to the peace and privacy of the neighbours, especially when entering or leaving the premises.

All persons must be made aware of the fire and emergency procedures.

### **2.8. End of Hire**

The Church Room is to be vacated by 11.00pm.

The Hirer shall be responsible for leaving the Church Room

and surrounding area in a clean and tidy condition, properly locked and secured and any contents temporarily removed from their usual positions properly replaced.

Tables and chairs should be returned to where they are normally stored. Tables and other surfaces should be wiped clean. All crockery, etc. should be washed up and put away. The urn must be switched off. Any failure of equipment must be reported as soon as possible.

Lights must be switched off, windows closed and doors locked.

All rubbish for which the Hirer is responsible should be removed from church premises and taken away.

The PCC will not be responsible for belongings left behind after the period of hire.

When the Church Room is in use after 6.00pm, the last Hirer to leave shall bolt the main church door and put out the lights in the church porch before exiting by the east (kitchen end) door.

### **2.9. Licences and compliance with statute**

The Hirer shall be responsible for obtaining such licences as may be necessary to permit the Use Allowed and for ensuring compliance with the same, together with all relevant statute, including those governing persons working with or caring for children. Hirers shall keep the PCC fully indemnified against all losses and demands made against the PCC arising out of all such matters.

### **2.10. Public Health and Safety Compliance**

The Hirer must ensure that the use of the Church Room does not contravene any statutory or Local Authority requirements, e.g. The Children's Act, Health and Safety and Food Hygiene Regulations and Fire Regulations. Hirers should be acquainted with the church's Health and Safety Policy (a copy of which can be found on the notice board in the Church Room) and ensure that all participants in their activity comply with these.

Smoking is not permitted anywhere within the church buildings.

Hirers should draw the attention of the Room booking administrator to any defect or potential hazard in the fabric or fittings of the Church Room.

Any spillages should be cleaned up as quickly as possible. Scissors, knives and other sharp implements, cleaning materials and other dangerous substances should be kept out of the reach of children.

### **2.11. Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by him or her to the Church Room and used there shall be safe and in good working order and used in a safe manner with a residual current device and tested annually.

### **2.12. Accidents and Dangerous Occurrences**

Hirers must ensure that there are personnel present who have appropriate first aid knowledge. The Hirer must report all accidents involving injury to the public as soon as possible to the Vicar or Churchwardens. There is a First Aid kit in the kitchen. All injuries and accidents must be recorded in the Accident Book in the kitchen.

### **2.13.**

#### **Protection of Children and Vulnerable Adults**

A copy of St Mark's Safeguarding guidelines can be found on the Health and Safety notice board and in the kitchen.

The Hirer shall ensure that children and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, loss or damage occurring. All necessary Child Protection and DBS checks must be undertaken. The Hirer must read the church's Safeguarding Policy Statement and ensure their safeguarding policy and procedures are consistent with these standards.

The PCC accepts no responsibility for the Hirer's failure to comply with these requirements.

### **2.14. Copyright and Public Entertainment Licences**

Where a Music and Dancing Licence or a licence from the Performing Rights Society is required, or any licence as is necessary to allow the suggested use, the Hirer is responsible for obtaining them and will compensate the PCC for infringement of copyright.

### **2.15. Advertisements**

No publicity or advertisements may be displayed on church property without prior permission.

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Church Room. Failure to observe this condition may lead to prosecution by the local authority.

All authorised advertisements and publicity for functions must clearly display the name of the person/organisation holding them.

### **2.16. Alcohol**

Alcohol may be served but not sold on the premises. Hirers are advised that the indirect sale of alcohol (e.g. by providing a free glass of wine in the ticket price or for a donation) usually requires a Temporary Event Notice to be obtained from the local authority.

### **2.17. Parking**

All vehicles are parked at the owner's risk. The PCC are under no liability to insure against loss, theft or damage to vehicles.

Hirers and those authorised and supervised by them may use no more than two spaces for parking. The availability of parking spaces to Hirers cannot be guaranteed. All other space is reserved for exclusive use of St. Mark's Church, unless prior arrangements have been made. Access must not be obstructed at any time and must be kept free for emergency services.

### **2.18. Access**

Access to the Church Room for all users will ordinarily be through the church porch. The door at the east (kitchen) end of the Church Room is for emergency use only and should be

unlocked throughout the period of hire.

## 2.19. Keys

The Hirer shall be responsible for contacting the Room booking administrator a few days before hire to arrange for collection of keys. Keys must be returned as soon as reasonably possible after hire, unless other arrangements have been made. Under no circumstances may keys be duplicated or handed to any person without prior permission.

## 3. Fire and Emergency procedures

As the Hirer of the Church Room, you have legal duties with regards to the safety of those persons assisting or attending the event.

- both Church Room doors are to remain unlocked and free of obstruction during the period of hire
- there shall be sufficient adults to supervise children under 16
- the Hirer must report any fire or emergency to the Vicar or Churchwardens
- highly flammable substances shall not be brought into or used in any part of the buildings

### Before the event or function you should be aware of:

- the location of the fire extinguishers
  - by the west door entrance from the porch (water-filled for extinguishing naked flames);
  - by the toilets in the kitchen corridor (foam-filled for all types of fire);
  - fire blanket in the kitchen (for smothering small fires)

The leader of the event and sufficient other responsible persons should know how to operate the fire extinguishers. Instructions can be found on each appliance.

- the identification of key escape routes and exits:
  - the main entrance through the church porch (and only this way for those with mobility difficulties)
  - the back door by the kitchen

The escape routes and fire exits are marked with signs.

- how people will be warned if there is a fire
  - the fire alarm will sound throughout the building
- what the leaders of the event should do if they discover a fire:
  - activate the fire alarm by breaking the glass at the nearest call point
  - dial 999.
- how the evacuation of the premises should be carried out, with special regard to children and people with disabilities:
  - register the identity of near neighbours and leave the building by your nearest exit,
  - make your way to the assembly point,
  - give assistance to children and other vulnerable people).
- where people should assemble after they have left the premises and how they will be managed:
  - the assembly point is the large oak tree in the church garden,
  - the leaders of the event should maintain calm and keep everyone in situ until the all-clear is given by the fire

brigade. Special attention should be given to children and vulnerable adults).

- the procedures for checking whether the premises have been evacuated:
    - all present should confirm that their neighbours have successfully evacuated the premises,
    - the last person out of the building should say so,
    - a roll call should be taken if the identity of all present is known..
  - arrangements for fighting a fire:
    - the fire should be tackled with an extinguisher, but only if there is no risk to self.
    - how the fire and rescue service and any other necessary services will be called, and who is responsible for this:
      - the leader or the person discovering the fire should call the emergency services.
    - the procedures for meeting the fire and rescue service on their arrival and notifying them of any special risk
      - the leader of the event should take responsibility.
- the arrangements for isolating power and location of fire hydrant (see notice in the Church Room by the hatch:
- stopcock at back of men's toilet situated high up on the left;
  - electrical fuse box outside kitchen door;
  - fire hydrant across Hayes Road on the pavement before you reach the first house in Westmoreland Road).

### At the start of the event or function you should notify all those present about:

- the no smoking policy
- the emergency warning signal
- who is supervising and how to identify them
- location of exits and escape routes
- taking only valuables immediately to hand and not to go and collect other belongings
- the location of the assembly point
- what will happen after that e.g. re-entry to the building

### During the event or function you should ensure that:

- escape route and exits do not become blocked
- the no smoking policy is adhered to
- no naked flames are started (unless authorised e.g. candles) and where naked flames are present that combustible material is kept clear
- the Room does not become overcrowded
- noise levels cannot drown out the fire alarm