

Standard Conditions of Hire

These standard conditions apply to all hiring of the Church, Church Hall, Kitchen & Lounge. If the Hirer is in any doubt as to the meaning of the following, the Parish Administrator should immediately be consulted.

1. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Parish Administrator, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

2. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

3. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

4. Licences

The Hirer shall ensure that the P.C.C. holds a Performing Society Rights Licence which permits the use of copyright music in any form e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Church Halls, the Hirer should ensure that they hold the relevant licence or the P.C.C. holds it.

5. Public Safety Compliance

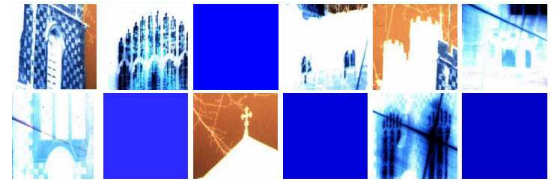
The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an entertainment or play, the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.



6. Means of Escape

- (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- (b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

7. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Parish Administrator.

8. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer.

9. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

10. Indemnity

- (a) The Hirer shall indemnify and keep indemnified each member of the P.C.C. and the P.C.C.'s employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and (c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- (b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Parish Administrator. Failure to produce such policy and evidence of cover will render the hiring void and enable the Parish Administrator to rehire the premises to another hirer.

The P.C.C. is insured against any claims arising out of its own negligence.

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the P.C.C. **as soon as possible** and complete the relevant section in the P.C.C.'s accident book. Any failure of equipment belonging to the P.C.C. or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the local authority. The Parish Administrator will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

12. Explosives and Flammable Substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the P.C.C.. No decorations are to be put up near light fittings or heaters.



13. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the P.C.C. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the Church premises and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

15. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by P.C.C. No animals whatsoever are to enter the kitchen at any time.

16. Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children (checks should also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the P.C.C. with a copy of their Child Protection Policy on request.

17. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the P.C.C. accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

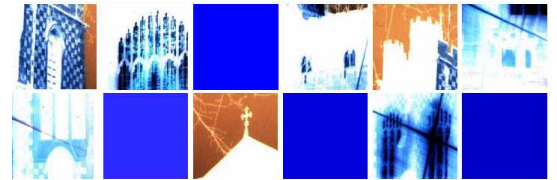
18. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices. (Further details can be found in Village Hall Information Sheet 34, available from The Village Hall Advisor, Bedfordshire Rural Communities Charity, The Old School, Cardington, Beds. MK44 3SX.)

19. Cancellation

If the Hirer wishes to cancel the booking before the date of the event, the question of the payment or the repayment of the fee shall be at the discretion of the P.C.C. The P.C.C. reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the P.C.C. reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- (c) the premises becoming unfit for the use intended by the Hirer
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.



In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the P.C.C. shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

20. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the P.C.C. shall be at liberty to make an additional charge.

21. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

22. Stored Equipment

Storage of equipment on the premises will only be permitted by written confirmation from the Parish Administrator. The P.C.C. accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The P.C.C. may, in its discretion in any of the following circumstances, namely-

- (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

23. No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Parish Administrator. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the P.C.C. remain in the premises at the end of the hiring. It will become the property of the P.C.C. unless removed by the hirer who must make good to the satisfaction of the P.C.C. or, if any damage caused to the premises by such removal.

24. No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.



Appendix 1

Special Conditions

These Special Conditions of Hire include provisions required to comply with the Premises Licence issued under the Licensing Act 2003.

These conditions apply to all events at which regulated entertainment or the sale of alcohol takes place and should be inserted into the Hiring Agreement were necessary.

The Hirer hereby acknowledges receipt of a copy of the conditions of the Premises Licence and/or Operating Schedule for the premises, in accordance with which the hiring must be undertaken and agrees to comply with all obligations therein.

1. Hours of Opening

The premises shall not be used for licensable activities except between the hours of 9.00 am and 11.00 pm (Monday to Saturday) unless special permission has been issued by Luton Borough Council and by the P.C.C.

2. Capacity and Supervision

(a) There shall, in addition to the Hirer, be a minimum of one competent attendant per one hundred people on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. If most of the audience is under 16, Ofsted guidance will be followed. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the Fire Brigade and evacuation procedure.

(b) The number of people on the premises shall not exceed 200. The number of attendants on duty must be as specified in the P.C.C.'s Premises Licence (and not less than): two adult attendants for up to 100 persons and three adult attendants for 100-200 persons. Additional attendants are required if the audience is mostly under 16, or if there are many disabled people present.

3. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions of the Premises Licence and/or the Operating Schedule relating to management and supervision of the premises are met.

4. Dangerous and Unsuitable Performances

Performances involving danger to the public, or of a sexually explicit nature, shall not be given.

5. Film Shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.



Appendix 2 - Alcohol

Application for consent for a Temporary Event Notice to be given for an event at St. Mary's Church Hall

St. Mary's Church Hall is not licensed for the sale of alcohol.

I hereby apply to St. Mary's Luton, P.C.C. for consent to give to the Licensing Authority a Temporary Event Notice to hold the following licensable activities at the hall on the following date(s), during the following hours and in the following location(s):

Date(s):	
Time:	
Description of Event:	
Licensable Activities:	
Location: Main Hall	Yes/No
Main Hall & Kitchen	Yes/No
Lounge	Yes/No
Lounge & Kitchen	Yes/No

I hereby undertake to comply with the provisions of the Licensing Act 2003 (and any regulations thereunder) as they relate to a Premises User holding a Temporary Event Notice (TEN) and to indemnify the P.C.C. for any obligations thereunder. I undertake, in particular, to notify the Police Authority within the required time and not to allow the sale of alcohol to those aged under 18 or to those who are drunk or disorderly.

Signed by the person named at 1.3 (a) or 1.3 (c) of the Hiring Agreement (duly authorised on behalf of the organisation named at 1.3 (b), where applicable):

Name:	
Signature:	

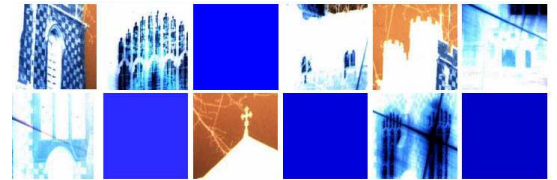
Date:

I hereby authorise the person named above to give a Temporary Event Notice to the Licensing Authority for the area for the event described above on the date(s), at the time(s) and in the location(s) specified above.

Signed by the person named at 1.2 (b) of the Hiring Agreement, duly authorised, on behalf of the PCC.

Name:	
Signature:	

Date:.....



Appendix 3

Information sheet to be given to all Hirers

Opening and Closing the St. Mary's Church premises (Church Premises)

*The Church Premises keys will be available from the Parish Administrator and, after locking up, must be returned to her immediately.

*The Church Premises will be opened for your hiring by the site agent and will be closed for you at the time you have indicated.

Please ensure that any outside caterers, contractors and etc. are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Please telephone 07717 666 786 in case of difficulty.

Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After 11.00pm, only those helping to clear up the Church Hall should be on the premises. Failure to comply with this will result in forfeiture of your deposit.

Safety

The Church has a No Smoking Policy.

To comply with St Mary's security arrangements, the external door must not be propped open or left open.

In the event of a fire, the Church Premises should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialing 999.

The exact location of the nearest telephone, fire exits and fire extinguishers must be noted before the Church Premises are occupied and the manner of opening Fire Doors should be made known to your guests. (A sketch plan showing these is shown on page 3).

Please use the trolleys provided for moving chairs and tables in order to avoid injury. Please stack chairs and tables in the Main Hall in the manner shown on the notice.

St Mary's Health and Safety file is kept in the Church Office.

First aid boxes are located in the Main Hall and the Kitchen.

Power Circuits/Heating

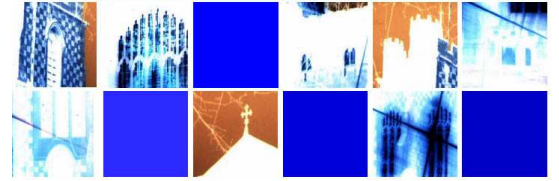
The heating controls are located in the Main Hall and the Lounge. Please let the Parish Administrator know if you need the Church Premises to be particularly warm or cold. Do not adjust individual radiators/heaters as this will result in the premises being too cold or hot for subsequent users.

Hall Telephone

The Church Premises have no public telephone (the nearest outside public telephone is at the entrance to the Arndale Shopping Centre in Church Street, Luton) and you are advised to bring a fully charged mobile telephone for use in case of emergency.

Car Parking

The space directly in front the Main Hall is not available for hirers and must be kept clear at all times. Adequate off-road parking can be found in the public car parks situated in Vicarage Street or the Arndale Shopping Centre.



st. mary's luton WORSHIPPING, PROCLAIMING, FOLLOWING JESUS

Consideration for Others

Please do not use drawing pins or sellotape on the walls or other surfaces, use blu-tack if you need to put up notices or decorations. Do not fix decorations near light fittings or heaters. Please leave the Church Premises clean and tidy and leave waste in the bins outside or take it home. In particular we ask you to ensure table tops are wiped clean before being stacked.

Faults/ Damage/ Comments

Please report any faults or damage to the Parish Administrator as soon as possible so that they can be rectified quickly. St Mary's welcomes comments or observations that you may have about your hire of the Church Premises.

Location and Use of Fire Equipment for Hirers

Fire extinguishers are located in the Main Hall, Kitchen, Lounge and in the public areas. Instruction on their use is located with the extinguisher.