

St Laurence's Foleshill – Hiring Agreement

Hiring Agreement for St Laurence's Church Hall, Old Church Road, CV6 7ED

THIS AGREEMENT is made BETWEEN THE PAROCHIAL CHURCH COUNCIL (PCC) OF **St Laurence's Foleshil** and the person(s) or body named on the online booking confirmation ("the Hirer") whereby in consideration of the sum(s) agreed at the time of booking

- A. The PCC agree to permit the Hirer to use the premises or part(s) of the premises for the purposes and period(s) and at the hiring fee specified in the online booking request.**
- B. THE HIRER agrees to observe and perform the provisions and stipulations contained or referred to in the PCC's Conditions of Hire for the time being in force and as annexed hereto and in such rules (if any) governing the use of the premises ("the Rules") and as the PCC may for the time being impose and of which the Hirer has been notified.**

Standard Conditions of Hire – ONLINE BOOKINGS

1. THE HIRER shall secure the online booking with a debit or credit card. The card details will be stored securely with our preferred payment provider (Stripe) and only charged once the 48 hour lock in period before the booking has started. THE HIRER may amend or cancel the booking upto 48 hours before the chosen start time. If the HIRER wishes to cancel the booking after the 48 hour lock-in period has begun, the PCC reserves the right to charge upto 50% in cancellation fees of the cost of the original booking. The PCC reserves the right to cancel the booking if exceptional unforeseen circumstances arise.
2. THE HIRER shall pay the balance of fees due before the conclusion of the booking, as may be directed by the PCC. If the Hirer wishes to cancel the booking and the PCC is unable to arrange a replacement booking, the PCC may at its absolute discretion not charge the full fees but shall be under no obligation to do so. In the event of the PCC cancelling the booking all fees (including any deposit) paid by the Hirer shall be refunded.
3. THE HIRER shall ensure that the Rules (if any) governing the use of the premises are complied with.
4. THE HIRER shall during the period of hiring, be responsible for supervision and security of the premises, protection of the fabric and contents from damage, and the behaviour of all persons using the premises, including proper supervision of car parking arrangements (if any) so as to avoid obstruction of the highway.
5. THE HIRER shall be responsible for obtaining any local authority or other licences, including performing right licenses, necessary in connection with the booking, other than those (if any) already held by the PCC. No such application should be made without prior approval from the PCC.

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6. THE HIRER shall be responsible for making adequate arrangements to insure against any third party claims which may lay against the Hirer or his/her organisation whilst using the premises.
7. THE HIRER shall be responsible for the observance of all regulations affecting the premises imposed by the Licensing Justices, the Fire Authority and the Local Authority or otherwise.
8. THE HIRER shall not sub-let or use the premises for any unlawful purpose or in any unlawful way or do anything or bring onto the premises anything which may endanger the premises, their users, or any insurance policies relating thereto.
9. THE HIRER shall indemnify the PCC in respect of the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the building during, or as a result of, a booking and in respect of any liability to third parties or otherwise arising out of the use of the premises pursuant to the booking.
10. 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.
11. 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.
12. THE HIRER is reminded that they are responsible for any accident or injury arising out of the activity for which they have hired the premises. It is the responsibility of the hirer to ensure that the premises are safe for the purpose for which they intend to use them. THE HIRER must, in the event of an accident, complete the accident book located in **The Kitchen** providing the information requested in part C.
13. THE HIRER shall abide by either: the PCC Safeguarding Policy, signing the statement provided at the end of this agreement to acknowledge that this has been seen and that all concerns relating to abuse of vulnerable groups will be reported to the relevant statutory authority OR in the case of registered charitable organizations or businesses, the HIRER's own Safeguarding policy, if provided in advance and approved by the PCC.

Conditions of Acceptable Use – "The Rules"

14. The HIRER shall be regarded as the responsible person during the period of hire for both the care of the premises and the conduct of guests and be present on the premises during the period of hire.
15. The HIRER must be over 18 years of age.
16. Use of the kitchen by the HIRER must comply with Food Safety Act 1990 and any subsequent related regulations.
17. The premises are not licensed for alcoholic drinks.

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18. The premises, including the car park, are not to be used for the possession, consumption, selling or distribution of any illegal or prohibited drugs or any psychotropic substance under any circumstance. Any suspected breach of this rule will result in the hirer or hall user being reported to the police.
19. The premises are strictly no smoking, and no naked flames, including BBQ's are to be used.
20. The premises are licensed for 100 people maximum at any one time.
21. The hirer must provide their own public liability insurance as they are not covered by St Laurence's insurance. (This does not apply in the case of private birthday parties for close family or friends).
22. The PCC accepts no liability for accident, injury, damage or loss of personal effects as a consequence of the hirer using the premises.
23. The HIRER is responsible for any damage to the buildings, fixtures or fittings. The premises must be left clean and tidy by the end of the hire period so that the next occupants can start their event immediately. If a booking overruns the agreed hire period by more than 15 minutes, or the premises are not left in an acceptably tidy state by the end of the agreed hire period, the PCC reserves the right to charge a late booking fee of £15 per half hour or partial half hour, and/or an Exceptional Cleaning Charge of £20 per hour.
24. Any rubbish should be removed to appropriate recycling bins. If there is more than 2 bags of rubbish, the remainder should be taken away.
25. Cars should be parked in the car park at all times and not parked on the access lane facing the main hall doors as this could impede access to emergency services.
26. Any electrical equipment brought in for use in the premises should have an up to date PAT certificate.
27. Any religious activities on the site should be in accordance with the canons of the Church of England.
28. Standard fees for the hire of the hall are £15 per hour unless agreed otherwise at the discretion of the PCC, in compliance with charity law.
29. The PCC retains the right to request up to 2 references for any individual, group or organisation at the point of receiving a booking request. If satisfactory references are not returned within 1 week before the period of hire, the PCC retains the right to cancel or postpone the booking, including the potential loss of any deposit paid.
30. Failure to comply with the above Terms and Conditions will result in cancellation of the booking, or refusal to accept further bookings. These Terms and Conditions are subject to revision at any time without notice.

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PART C – RECORD OF ACCIDENTS OR INCIDENTS

THE HIRER(S) of St Laurence's Church Hall Is / are required to complete details of any accident or incident occurring during their occupation of the premises which did or could give rise to injury as soon as possible after the accident or incident but in any case before the premises are vacated by the hirer(s) after the event.

Person injured:

Name

Address

.....

Telephone

Time of incident

Place incident occurred

Detailed description of accident / incident (including a description of any equipment involved)

.....

.....

..... *continue overleaf if necessary*

Witnesses:

Name:

Address:

Telephone:

Name:

Address:

Telephone:

(Signed witness statements should be obtained wherever possible)

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Promoting a Safer Church

PCC Safeguarding Policy Statement for Children, Young People & Adults

Parish of St Laurence Foleshill

The care and protection of children, young people and vulnerable adults involved in Church activities is the responsibility of the whole Church. Everyone who participates in the life of the Church has a role to play in promoting a safer church for all.

This document sets out the safeguarding children, young people and vulnerable adult's policy of the Church of England. It has been informed by the Joint Safeguarding Statement between the Church of England and the Methodist Church, with whom we work jointly on many aspects of safeguarding policy on a covenant basis.

The Church of England safeguarding policy statement is based on five foundations and **offers six overarching policy commitments:**

- Promoting a safer environment and culture;
- Safely recruiting and supporting all those with any responsibility related to children, young people and vulnerable adults within the Church;
- Responding promptly to every safeguarding concern or allegation;
- Caring pastorally for victims/survivors of abuse and other affected persons;
- Caring pastorally for those who are the subject of concerns or allegations of abuse and other affected persons.
- Responding to those that may pose a present risk to others.

The PCC of this Church agreed and adopted the above Policy at its meeting on Monday 4th June 2018.

The full copy of "Promoting A Safe Church" and any parish guidelines and procedures are available on the Diocese of Coventry website at: <http://www.dioceseofcoventry.org/Safeguarding/SafeguardingResources>

The PCC shall review this policy annually.

THE HIRER agrees to abide by the ethos of this statement and that all concerns relating to abuse of vulnerable groups will be reported to the relevant statutory authority.