

ST MARY OATLANDS - HALL AND OCTAGON - TERMS AND CONDITIONS OF OCCASIONAL HIRE

NAME OF ORGANISATION		ADDRESS		INSURANCE CERTIFICATE CHECKED BY	
RESPONSIBLE OFFICER		ADDRESS		TELEPHONE NUMBER	
PURPOSE of HIRE	DATE(S)	FROM	TO		
HIRING FEE	HOURS	@	TOTAL		

- BOOKING.** All booking applications must be in writing. The person signing this form will be considered the Hirer. Where an organisation is named in the application the organisation will also be considered the Hirer and shall be jointly and severally liable with the person who signs this form.
- KEYS.** Keys may be collected from the Parish Office by arrangement in advance of the booking date. The keys must be returned immediately after the end of the hiring. Please contact the Parish Office (01932-231274) between and on to make arrangements.
- HIRING FEE AND DEPOSIT.** The Hirer will pay the agreed fee and deposit by separate cheques, made payable to St Mary Oatlands PCC, at the time of booking. Unless it is to be carried forward, the deposit cheque will be destroyed after the event, unless any sums are taken to meet part of the hire fees, or the cost of rectifying loss or damage arising from the hire, or under paragraph 5 of these terms and conditions.
- SUPERVISION AND RESPONSIBILITY.** The Hirer will, during the period of hire, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage, however slight, and the behaviour of all persons using the premises, whatever their capacity, including proper supervision of car-parking arrangements so as to avoid danger to members of the public and obstruction of the public highway. In the event that the hiring involves the attendance of children and young persons under the age of 18 and/or vulnerable adults, the Hirer will ensure that they are protected whilst in their care, by taking all responsible steps to prevent injury, illness, loss or damage occurring, and that they carry full liability insurance for this.
- COMPLETION OF HIRE.** At the end of hiring the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition properly locked and secured (unless directed otherwise by authorised representatives of SMOPCC) and any contents temporarily removed from their usual positions properly replaced. Should this not be complied with, SMOPCC reserves the right to make a reasonable additional charge of no less than £10, which may be deducted from the deposit paid. The halls must be left clean and tidy after the booking. All rubbish, waste food, cardboard boxes and bottles must be removed and taken off church premises.
- PARKING.** The hire of the premises does include the use of the church car park. In the event of funeral or other concurrent or overlapping activities on site, SMOPCC may withdraw this right or require that any cars related to this hiring be removed or prevented from parking on site.
- EXCLUSIONS.** The Hirer shall not use the premises for any purposes other than that described in this agreement and shall not sub-hire or use or allow the premises to be used for any unlawful purpose or in any unlawful way, nor do anything to bring on to the premises anything which may endanger the premises or affect the cover of any insurance policies connected with the premises.

8. ALCOHOL AND SMOKING. The Hall or the Octagon are not licensed premises and no alcohol can be sold thereon without a licence from the Local Authority. Should the Hirer wish to bring drinks onto the premises for private and moderate consumption, written notice of this is to be provided at the time of booking. The entire premises and grounds are a No Smoking Zone.

9. HELIUM BALLOONS. Use of helium balloons in either hall is not permitted.

10. MUSIC. The Hirer undertakes to satisfy any performing rights requirements for the performing or playing of live or recorded music. Any Hirer who intends to play music or have a live band agrees to inform SMOPCC in writing at the time of booking. The Hirer undertakes to ensure that all noise is kept to a level such that neighbours of the church premises are not unduly disturbed. The Hirer agrees in any event to terminate all loud noise on the premises at 11.00pm.

11. PUBLIC SAFETY. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays, and shall ensure that such events shall not involve the infringement of any copyrights or performing rights. Where the purpose for which the premises are hired includes dancing, the Hirer shall not cause or allow the maximum number of patrons and/or guests admitted to exceed the number specified on the application form.

12. EMERGENCIES. In anticipation of an emergency it is the Hirer's responsibility to ensure that they know the location of first aid kits, stopcocks, the nearest hospital and the like.

13. LOSS AND DAMAGE. The Hirer shall indemnify SMOPCC for the cost of replacing keys or any item lost, and the cost of repair of any damage done to any part of the property including the surroundings or the contents of the building, which may occur during the period of the hiring and as a result of the hiring. The Hirer shall not interfere in any way with the switchboard, electricity or gas fittings, meter fittings or fixtures on the premises. It is the responsibility of the Hirer to ensure that the electricity supply is appropriate for any equipment used and that any equipment used will not endanger, overload or damage the electricity supply, circuits, wiring, plugs, sockets, switchboards or other equipment.

14. INSURANCE. Sight of the Hirer's Insurance Certificate is required, when appropriate. The Hirer acknowledges that the loss of any items left unattended is not covered by SMOPCC's insurance.

15. CANCELLATION. If the Hirer wishes to cancel the booking before the date of the event and SMOPCC is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be in the discretion of SMOPCC. SMOPCC reserves the right to cancel this hiring in the event of the premises being required for a wedding, funeral, or use as a polling station, for a parliamentary or local government election or by-election, in which case the Hirer shall be entitled to a refund of any charge or deposit already paid, unless these are to be carried forward.

16. UNFIT FOR USE. In the event of the premises or any part thereof being rendered unfit for the use for which it has been hired SMOPCC shall not be liable to the Hirer for any resulting loss or damage whatsoever.

17. ACCESS. The Hirer shall allow any duly authorised officer of SMOPCC access to the premises or any part thereof at all times during the hiring.

THE HIRER ACCEPTS THE DEFINITIONS, TERMS and CONDITIONS OF HIRE AS SET OUT HEREIN		
SIGNED BY OR ON BEHALF OF THE HIRER	NAME	DATE
SIGNED ON BEHALF OF SMOPCC	NAME	DATE