**ST MARY OATLANDS CHURCH**

Oatlands Avenue, Weybridge, Surrey, KT13 9TS

**Agreement by St Mary Oatlands Parochial Church Council (“St Mary Oatlands PCC”)**

**for hire of Church hall / Octagon / Both**

*Delete as appropriate*

**Purpose of hire:**

**Hire date:**

**Time: From**

Maximum number of persons permitted to use the premises: ­­­­­\_\_ *(permanent number)*

**Hiring fee**

**Deposit for loss, damage, unpaid hire fees or additional charges under paragraph 5 of the terms and conditions: £100 / £50**

(payable in advance)

**Hiring fee and deposit to be paid by:** (………………………………………………….)

*(For single use, usually the date when keys are collected, unless a different date is given above)*

***Cheques should be made payable to St Mary Oatlands PCC***

Particulars of cheques paid/held: *Nb Is a fresh deposit cheque needed ?*

Payer: Undated/Date:

**Authorised representative of SMOPCC**

*Helen de Fraine*  01932-226740 *email address* michael.defraine@ntlworld.com

**Lampton Cottage, 15 The Heronry, Walton On Thames, KT12 5AT**

**Hirer**

|  |  |
| --- | --- |
| Name of organisation or group |  |
| Organisations own address |  |
| Name of its responsible officer |  |
| His/her address |  |
| His/her telephone number |  |
| Insurance certificate checked |  |

**PLEASE COMPLETE AND SIGN THIS AGREEMENT AND (if the hire involves persons under 18 and/or vulnerable adults) THE STATEMENT/DECLARATION**

The Hirer accepts the definitions, terms and conditions of hire as set out herein

SIGNED by or on behalf of the Hirer …………………………..

Print name ……………………………………………………..

Date …………………………………………………………….

SIGNED on behalf SMOPCC ...................................................

Name of person signing ………………………………………

Date …………………………………………………………..…..

**FOR BOOKINGS INVOLVING CHILDREN, YOUNG PEOPLE UNDER 18 AND VULNERABLE ADULTS**

**CHILD PROTECTION STATEMENT/DECLARATION**

The Hirer accepts full responsibility for ensuring that an appropriate Child Protection Procedure is in place and is observed by all persons on the premises involved with children, young persons under the age of 18 or vulnerable adults during the course of the event for which the premises have been hired.

SIGNED on behalf of the Hirer ………………………… Date ……………………

Print Name …………………………… Group (if applicable) ……………….............

LIST HERE ANY SPECIAL CONDITIONS – please complete after discussion when booking the hall

Signed: Hirer (as above) ……………………………….

For SMOPCC (as above) ……………………………….

***Please sign two copies of this document, one to be retained by the Parish and one by the hirer***

**CHURCH HALL AND OCTAGON TERMS AND CONDITIONS OF HIRE**

1. BOOKING: All booking applications must be in writing on the booking form provided. 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 between …9.00. and …12.00..on

1. deposit by separate cheques 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.
2. 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.
3. 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 SMPCC) and any contents temporarily removed from their usual positions properly replaced. Should this not be complied with, SMPCC reserves the right to make a reasonable additional charge of no less than £10, which may be deducted from the deposit paid.
4. CHILD AND VULNERABLE ADULTS PROTECTION: In the event that the hiring involves the attendance of children and young persons under the age of 18 or vulnerable adults at the premises, the Hirer confirms that there will be in place an appropriate Child and Vulnerable Adult Protection Procedure. This will ensure that children and vulnerable adults are protected whilst in your care, by taking all responsible steps to prevent injury, illness, loss or damage occurring, and that you carry full liability insurance for this. The Hirer agrees to ensure that all adults present on the premises are aware of this Procedure and abide by it. The Hirer confirms that, when necessary under the terms of the Child and Vulnerable Adult Protection Procedure, appropriate Disclosure & Baring Service checks (CRB) will be carried out in respect of persons involved with children and young people on the premises during the course of the hiring. You are required keep a list of the names of all paid and voluntary workers with regular and direct contact with children and/or vulnerable adults and ensure it is up-to-date at all times. The Parish Safeguarding Representative should be contacted as soon as possible if you have any concerns or allegations arising about children and/or vulnerable adults in the course of your activities
5. 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, SMPCC may withdraw this right or require that any cars related to this hiring be removed or prevented from parking on site.
6. 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.
7. ALCOHOL: These 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.
8. SMOKING: 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 SMPCC 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.

1. EMERGENCIES: In anticipation of an emergency it is the Hirer’s responsibility to ensure that he knows the location of first aid kits, stopcocks, the nearest hospital and the like.
2. LOSS AND DAMAGE: The Hirer shall indemnify SMPCC 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.

1. 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 cover.
2. 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.
3. SMPCC 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.
4. REGULAR USE: If the Hirer has a regular booking for the hire of the premises SMOPCC reserves the right to renew, vary or cancel any such regular arrangements. This right will not be unreasonably enforced.
5. 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.
6. 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.
7. RUBBISH: 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.