**Main Terms & Conditions**

## PERIOD OF AGREEMENT

* 1. This agreement to hire the Church shall run from date of signing until termination. Provided that both parties agree, the agreement may be extended or renewed.

* 1. If the Church wishes to terminate the agreement it will give at least one month’s notice to the Hirer.
	2. At any time, the Hirer may terminate this agreement giving one month's notice.
	3. The Church may terminate this agreement without notice at any time in the event of a major breach (e.g. a non-payment of the hire charge) or repeated minor breaches, of any of the terms of this agreement and the conditions attached. The Church shall decide what shall constitute a major or minor breach. In the event that the agreement is terminated under this paragraph, the Church shall refund to the Hirer hire charges for any unused period of hire except that it may withhold any sums in respect of loss or damage to the Church's property occasioned during a period of hire by the Hirer.
	4. This agreement is an agreement for hire and does not confer on the Hirer any security of tenure whatsoever.

## HIRE CHARGE

* 1. The hire charge is per hour, but may be charged per half hour after the first hour (minimum charge is for one hour).
	2. The Hire Charge shall be payable in advance by the first day of each calendar month. No refund will be made for unused bookings or for sessions made available by the Church, but not taken up by the Hirer.
	3. The Church may adjust the Hire Charge at its discretion and shall give notice of such change three months before the date when the new change is to come into effect.

## HIRE PERIODS

* 1. This Church-Hire Agreement shall be ongoing until terminated. However the PCC reserves to itself the right to use the Church if & whenever it deems necessary. The Church will not then be available to the Hirer when the Church is required for any exceptional one-off event, such as, but not limited to, a funeral. As much notice as possible of non-availability shall be given by the Church to the Hirer. When the Church is needed, any payments made by the Hirer beforehand will be reimbursed.

## LIABILITIES

* 1. Whilst the Church shall use its best endeavours to prevent loss or damage to the Hirer’s equipment and possessions it cannot be held liable for any such loss and it is expected that the Hirer will have its own insurance for this. The Church shall not be responsible for loss or damage to personal possessions of the Hirer’s staff or visitors or children.
	2. The Hirer agrees to indemnify the Church against all costs, claims and liabilities however arising out of the Hirer’s use of the Church.
	3. The Church is fully covered for any claims due to negligence on the PCC’s part. However, the user must take out its own insurance to cover any other claims which may arise in relation to its use of the Hall.
	4. The Hirer will ensure that the terms of every statute authorising or regulating how the Church is used are complied with and that any work to the Church which any authority acting under any statute requires is done and that any licence or registration which is required or which the PCC requires is obtained renewed and continued including (but not by way of limitation):
1. compliance with statutes governing the preparation serving or selling of food
2. compliance with statutes governing the sale & consumption of intoxicating liquor
3. compliance with statutes (including “Safeguarding”) governing persons working with or caring for children or vulnerable adults (including their engagement, supervision and training)
4. obtaining any necessary licence for music, entertainment, dancing, concerts or stage performances and
5. compliance with the conditions of such requisite licences

AND the Hirer shall keep the PCC fully indemnified against all losses and demands made against or suffered or incurred by the PCC arising out of all such matters.

* 1. The Hirer will not undertake or permit to take place any licensable activity (sale of alcohol, the provision of regulated entertainment or late night refreshment) on the premises without first having applied for (at least 14 days prior to the event) and obtained a temporary event notice pursuant to the Licensing Act 2003 or such other licence as current legislation might require. The Hirer will not apply for a temporary event notice without the prior written approval of the PCC. The Hirer will supply the PCC with a copy of any temporary event notice issued, as soon as possible and in any case before the event. The Hirer will comply with the terms of any temporary event notice and also with the terms of the Licensing Act 2003 or its successors.

## NOISE AND BEHAVIOUR

* 1. The Hirer shall ensure that its activities do not cause noise, other annoyance or nuisance to the nearby neighbours or visitors to the graveyard or church activities.
	2. At all times while the Hirer has children or vulnerable adults on the premises, the Hirer shall have sufficient staff on duty to maintain good order and provide for the safety of the children and vulnerable adults and in accordance with the requirements of Child Protection and Safeguarding legislation.

## FACILITIES

* 1. The Church is responsible for maintaining and keeping the Church its approaches and its furniture and fittings clean and in good repair and for keeping the Church well lit and adequately heated and for providing hot and cold water, toilet paper, soap and towels and an electricity supply for **any electrical equipment which the Hirer, by prior arrangement with the Church,** wishes to use. It is expected that any deficiencies will be drawn by the Hirer's staff or the Hirer to the Bookings Officer immediately.
	2. The Hirer shall ensure that any electrical appliances brought by them to the Church and used there shall be suitable for use, safe and in good working order, and used in a safe and proper manner.
	3. The Hirer shall be responsible for immediately cleaning up any mess or spillage caused as a result of the Hirer's activities and for washing up, drying and putting away any crockery, cutlery or other kitchen equipment or utensils.
	4. The Hirer shall be responsible for tidying away all equipment and furniture used, by the end of the hire period.
	5. The Hirer shall reimburse the Church for any loss, damage or breakages to the Church, its fixtures, fittings, consumables, furniture or other property.
	6. At the end of the period of hire, all sinks and toilets shall be left clean and ready for use by the next hirers.
	7. As a consequence of the Covid pandemic as long as it is ongoing, the Hirer should additionally re-sanitise surfaces – including tables; chairs; door handles; light pulls & switches; hand rails; toilet surface (seat, flush handle etc); kitchen work tops and doors of fridge, cupboards etc – before and after the hiring.

## OTHER MATTERS

* 1. Details of the Church Hire Rules and Regulations applicable to **all** hirers are attached. Amongst other things they cover safety, fire prevention and action if fire occurs and must therefore be read, understood and followed thoroughly. They are to be considered as part of the main terms and conditions and treated as such.

# CHURCH HIRE RULES & REGULATIONS for hiring of

**St MARTIN OF TOURS CHURCH, EYNSFORD (“the Church”) at Station Road, Eynsford, Kent, DA4 0EH**

 **Where “the Church” is St MARTIN OF TOURS CHURCH, EYNSFORD** acting through its Parochial Church Council (“the PCC”)via Tina Watson [mailto:efloffice3@gmail.com] 01322 863050 (weekday mornings)**;
and “the Hirer” is as listed on the front page of the hall hire agreement.**

## RESPONSIBILITIES

* 1. For any Church-organised event in the Church the Vicar or a Churchwarden must appoint a person who will be in charge of safety (“person in charge”) during the hire or event.
	2. For all other hires, the named hirer is deemed to be the “person in charge” for all matters, including safety unless s/he delegates this to another person.
	3. The person in charge must:
		+ make him/herself aware of these Rules & Regulations
		+ at the start of the hire period ensure that all doors, bolts and locks etc., likely to be needed in an emergency operate freely - and report any defects to the Vicar or a Churchwarden
		+ take due care to prevent accidents and do nothing which could cause fire
		+ ensure that the fire doors are kept closed but unlocked; free from obstruction and NEVER wedged open
		+ report any incident (including accident, injury, illness, near miss, fire smouldering, theft or other crime, damage, loss or other untoward event) to the Bookings Officer or Churchwarden and make an entry in the Incident Book kept in the kitchen
		+ ensure no wax, chalk or other substance is used on the floor or walls or elsewhere without the approval, in writing, of the PCC
		+ not allow ball games, except where soft balls are used
		+ not allow alcohol to be sold unless the necessary licence or TEN has been obtained
		+ remove rubbish from the premises completely and dispose of it
		+ ensure water, heaters, lights, electrical equipment are used wisely and economically
		+ ensure that water, heaters, lights, all electrical equipment are all switched off or turned off and all doors locked securely before leaving the Church
		+ remember that the Church is situated in a residential area and:
			- ensure that the activities carried out in the Church cause no noise nuisance to our neighbours or visitors to the graveyard
			- remind people leaving the Church after 10.00pm to do so as quietly as possible
			- take due care to ensure the protection of the Church from fire and other perils
			- take due care to ensure that the evacuation routes remain clear at all times
			- take due care to maintain access to all exits throughout the period of hire
			- take due care to manage the use of the fire extinguishers if safe to do so
			- know how to summon the Fire Brigade
			- ensure that the ‘No Smoking’ rule is observed at all times

## GENERAL

* 1. The full cost of any damage to, or loss from, the premises during the period of hire shall be met by the hirer.
	2. Where the agreed letting time is exceeded, the hirer will be liable for excess charges.
	3. It may not be possible for the Church to be cleaned by the PCC between all lettings so hirers are asked to leave the premises in a clean and tidy condition and surfaces sanitised.
	4. Smoking is **not** permitted on the premises.
	5. The premises are **not** licensed for the sale of alcoholic drink.
	6. The premises are **not** licensed for public music or dancing.
	7. Tables and/or chairs should be put back where found.
	8. The kitchen is equipped with cups; saucers and plates etc. If used, please ensure that these are washed, dried and put away after use. Cups; plates and saucers must not be stacked so high that they could fall over. Any breakages must be reported to the Bookings Officer or Churchwarden and replaced or paid for.
	9. **Risk Assessment (re COVID):** The UK government's roadmap has eased some restrictions re COVID-19, so we need a risk assessment to be carried out by hirers for each activity held in our churches/halls, please.

A risk assessment template can be found on our **efl-churches.org** website - in the 'Church & Hall Lettings' page at **efl-churches.org/church-hall-lettings/**

Please complete the form and send with your booking.

## HALL KITCHEN

* 1. Those using the kitchen for food preparation must ensure:
		+ the requirement to keep the kitchen cupboards, work surfaces, and utensils clean and hygienic is adhered to
		+ that they know the statutory food health and hygiene regulations, which must be observed

## CHILD PROTECTION POLICY

* 1. The Promoting a Safer Church poster is displayed in the Church. Hirers are required to read this and ensure that they have their own child protection policy and procedures that are consistent with these standards.
	2. It is the responsibility of the Hirer to ensure that all necessary Child Protection checks have been undertaken before hire commences. The Church cannot accept any responsibility for the Hirer’s failure to comply with this requirement.

## PROTECTION OF VULNERABLE ADULTS

It is the responsibility of the Hirer to ensure the protection of any vulnerable adults using the Church.

## IN THE EVENT OF FIRE

* 1. Evacuate the premises.
	2. Call the Fire Service (999 or 112) stating:
	**“Fire at St Martin of Tours Church,
	Station Road, Eynsford, Kent, DA4 0EH
	"**
	3. The nearest trained person may, if it is safe to do so, attempt to extinguish a fire using the appropriate extinguisher (for instance water or foam extinguishers must never be used on an electrical fire).
	4. Those fighting the fire must ensure their means of escape is always available.
	5. If the fire cannot be extinguished **IMMEDIATELY** and if not already done so, the instruction to evacuate (see 4.3 below) must be given.
	6. If the fire appears to be getting out of hand no further attempts must be made to extinguish it.
	7. If any clothing catches fire while on the person, cover it: Drop and Roll – and dowse with water if possible and safe to do so.

## EVACUATION OF PREMISES IN EVENT OF ANY EMERGENCY

* 1. Those responsible for assisting in emergency evacuation are the person in charge and those appointed by that person as attendants.
	2. The Church must be evacuated in the event of any fire which cannot be extinguished IMMEDIATELYor where, for any other reasons (fear of immediate structural collapse) evacuation is considered essential.
	3. The signal for evacuation will be an announcement such as: “There is an emergency – leave at once by the nearest available exit and assemble outside in the churchyard – please move quietly and quickly.”

On the evacuation signal being given, the person in charge will direct oversight of the evacuation and they &/or the attendants will (singly or together, depending on what needs to be done):

* + - * Call the Fire Service (**999** or **112**) on a mobile telephone stating: “Fire (or other emergency) at **St Martin of Tours Church , Station Road, Eynsford, Kent, DA4 0EH**."
			* assist in encouraging people to leave quickly but without panic via the nearest available exit including the designated emergency exit or door
			* if one exit is impassable, direct people to an alternative exit which may be a window
			* before leaving, check that no one is left in the toilet, kitchen, or any other part of the premises
			* if there is time to do so safely, turn off electrical equipment (but not the lights), and heaters; close windows and doors to prevent spread of fire
			* leave via different exits where possible, closing doors behind to minimise spread of smoke or fire
			* by stationing themselves nearby, warning anyone not to enter the building while the emergency situation exists
			* take charge of those who will have assembled outside in the churchyard keeping them well clear of the Church
			* when it is safe to do so (and if the Fire Service has been called it is they who will say when the building is safe enough to enter) they must advise people that they may re-enter the Church; otherwise ask them to disperse.

# CHURCH-HIRE AGREEMENT and HALL HIRE RULES & REGULATIONS

Signed for the Church/PCC: Date:

 The Rector, Revd. Dorothy McGarvey

Signed for the Hirer: Date:

Name of hirer:

Where the Hirer intends to apply for a Temporary Event Notice,

such application **is /**

**is not** (*delete as appropriate*) approved by the Church:

………………………………………………………………… for and on behalf of the Church