

SCHEDULE - CONDITIONS OF HIRE

ALL SAINTS' CHURCH PREMISES

1. Handbooks and Folders

The Hirer shall read and comply with the terms of the handbook or folder relating to the Hired Premises (the "**Handbook**"). These are as follows:

- (a) **For the Hall Premises:** the hall hire handbook, an up-to-date copy of which can be found in the Hall, or from the Bookings Secretary.
- (b) **For the Church,** the church hire folder, an up-to-date copy of which can be found in the Church entrance hall, or from the Bookings Secretary.
- (c) **For the Reading Room,** the reading room hire folder, an up-to-date copy of which can be found in the Reading Room, or from the Bookings Secretary.

2. Supervision

The Hirer shall, during each and any Session, be responsible for:

- (a) the supervision of the Hired Premises and its contents and their care and safety from damage however slight; and
- (b) the supervision of car parking arrangements in order to avoid obstruction of the highway and ensuring that no vehicles are driven onto or parked on the grass areas around the Church and Hall Premises; and
- (c) the behaviour of all persons using the Hired Premises whatever their capacity; and
- (d) if using the church field as part of the hiring, supervising its use by children and/or vulnerable adults;

and the PCC may refuse admission to any person the PCC, in its absolute discretion, considers undesirable and shall not have to give a reason for doing so.

3. Clearing up and cleanliness

The Hirer shall ensure that:

For the all Hired Premises

- (a) all furniture is replaced after use, if applicable to the areas shown on the plan provided in the Handbook; and
- (b) the Hired Premises are generally left in a clean and tidy condition, with all crockery and cutlery (if used) washed, dried and put away; and
- (c) upon departure all lights, taps and electrical appliances (except the fridge in the Hall kitchen) are turned off and all windows closed; and
- (d) the toilet(s) that Hirers have access to are flushed and left clean, the toilet cubicles are left clean and if full, the waste bag in any bins are placed in the dustbin outside the entrance to the Hall Premises and a fresh bag put into the waste bucket;
- (f) You will be responsible for cleaning and sanitising all regularly used surfaces before you start and after you finish during your period of hire (including tables, chairs, light switches, window catches and door handles) using the products supplied.
- (g) You will keep the premises well ventilated throughout your hire, with windows and doors open as far as convenient. You will be responsible for ensuring they are securely closed on leaving
- (h) You will be responsible for the disposal of all rubbish created during your hire, including tissues please place in the wheelie bins outside the building.

If hiring the Hall Premises

- (e) the floors are swept after use, the kitchen worktops and floor are wiped clean; and
- (f) if full, the waste bag in the kitchen rubbish bin is placed in the red Biffa bin by the entrance to the church and a fresh bag put into the waste bucket. The key to this biffa bin is found hanging on

the outside door in the kitchen. Please ensure that all waste food is placed in the food recycling bin and any other recyclable waste is put in the red recycling bins in the car park. If the bins are too full to add to, please take your rubbish home with you. Do not leave any outside of a wheelie bin; and

- (g) the hob and cooker are turned off (but not at the wall) and all the windows and doors on the premises are locked where possible and the premises are left secure;

If hiring the Church or the Reading Room

- (h) if dirtied, the floor is cleaned after use; and
- (i) any rubbish is removed from the premises
- (j) any heaters which have been switched on are turned down as specified in the notices above them. All heaters are shown on the plan in the Handbook; and
- (k) the PCC (or the Bookings Secretary on the PCC's behalf) may specifically instruct the Hirer as to whether the internal and external Church and/or Reading Room doors are to be left locked or not after any Session. If no such instructions are given, the Hirer must lock any such doors that the Hirer has unlocked during any Session.

If hiring the Church

- (l) any candles are extinguished after use.
The Hirer shall indemnify the PCC for any reasonable costs incurred as a result of a breach of this Clause.

4. Use of Hired Premises

The Hirer shall not:

- (a) use the Hired Premises, or any part of it, for any purpose other than that described in the booking form; or
- (b) sub-let the Hired Premises, part with possession of the Hired Premises or allow any third party or organisation to use the Hired Premises during any Session; or
- (c) use, or permit to be used, the Hired Premises for any illegal or immoral purpose; or
- (d) do anything or bring into the Hired Premises anything which may endanger the Hired Premises or render invalid any insurance policies in respect of the Hired Premises; or
- (e) allow the consumption of alcohol on the Hired Premises without prior notification to the Bookings Secretary; or
- (f) allow any smoking anywhere on the Hired Premises; or
- (g) fix anything, or allow anything to be fixed, to the walls or curtains at the Hired Premises; or
- (h) permit more than the maximum number of people to use the Hired Premises during any Session without the express permission of the PCC; the maximum numbers are as follows:

for the Hall Premises: 80 people

for the Church: 150 people

for the Reading Room: 12 people

- (i) prepare any food in any part of the Hired Premises without the permission of the PCC (or the Bookings Secretary on behalf of the PCC) and shall in any event comply with the provisions of Clause 9; or
- (j) allow any animals (except working guide or assistance dogs) anywhere on the Hired Premises without the prior written consent of the PCC, and in any event no animals whatsoever are to enter the kitchen at any time; or
- (k) allow the use of any naked flame on the Hired Premises (including, without limitation, lit candles) without the prior written consent of the Bookings Secretary on the PCC's behalf.

5. Licences

In respect of the Hirer's use of the Hired Premises, the Hirer shall:

- (a) obtain the prior written consent of the PCC before applying to Guildford Borough Council for any licences or permissions, including (without limitation) any Temporary Event Notice, licence for the sale or supply of intoxicating liquor or licence required in respect of any gaming, betting or lottery. Such consent may be withheld at the absolute discretion of the PCC; and
- (b) be responsible for obtaining such licences as may be needed, whether for the sale or supply of intoxicating liquor, from PRS for Music, from PPL or otherwise, and for the observance of such licence or licences.

6. Sale of Goods

The Hirer shall, if selling goods on the Hired Premises, comply with any relevant fair trading laws and codes of practice issued in connection with such sales. Any sale of goods must have the prior written consent from the PCC. Such consent may be withheld at the absolute discretion of the PCC.

7. Gaming, Betting and Lotteries

The Hirer shall ensure that any gaming, betting and lotteries held on the Hired Premises during any Session comply with any relevant legislation and regulation. Any such gaming, betting and lotteries shall be held at the discretion of the PCC.

8. Public Safety Compliance

- 8.1 The Hirer shall comply with all conditions and regulations made in respect of the Hired Premises by the fire authority, the local authority, the local magistrates' court or any other statutory authority, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
- 8.2 The Hirer shall comply with the General Risk Assessment Document for the Hired Premises (an up-to-date copy of which can be found in the relevant Handbook, or obtained from the Bookings Secretary.)
- 8.3 The Hirer shall ensure that all people on the Hired Premises are familiar with fire evacuation procedures.
- 8.5 The Hirer shall familiarise themselves thoroughly with the exact locations of:
 - (a) the fire exits;
 - (b) **in the case of the Hall Premises**, the fire doors;
 - (c) the fire extinguishers;
 - (d) the fire evacuation point(s); and
 - (e) the manner of opening the emergency exit doors

before holding any Sessions on the Hired Premises. (A plan showing all of these, together with the location of the fuse board, the mains water stop cock and the gas supply tap are in the attached plan and any updates will be available in the Handbook, or from the Bookings Secretary.)

- 8.6 For the duration of all and any Sessions, the Hirer shall ensure that all fire exits for the Hired Premises are unlocked and then subsequently relocked. **For Hirers of the Reading Room and the Church:** such fire exits include both the external and internal doors of the Reading Room and the Church, which must remain unlocked during all and any Sessions.
- 8.7 In the event of a fire, the Hirer's primary responsibility shall be the safety of all people on the Hired Premises and surrounding premises. The Hirer must ensure that anyone on any of the church premises is informed of the fire and all of the buildings should be evacuated in an orderly manner using the appropriate exits. The Hirer shall ensure that the doors to the Hired Premises are closed and the appropriate emergency services are called by dialling 999. The Hirer shall ensure that they have a working mobile phone with them at all times with which to call the

emergency services, should the need arise. The Hirer shall notify the Bookings Secretary as soon as is reasonably practicable after calling any such emergency services.

9. Health and Hygiene

Subject to the provisions of Clause 4(i):

- (a) the Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations and shall ensure that any third party appointed by the Hirer to carry out any such work observes the same. If the Hirer arranges to use any such third party, the Hirer shall obtain the prior agreement of the Bookings Secretary; and
- (b) if the Hirer prepares and serves food on the Hired Premises, the Hirer shall comply with the procedures set out in the Handbook, or *in the case of the Hall Premises*, in the kitchen handbook, which is to be found in the hall kitchen.

10. Safety of Equipment

- 10.1 The Hirer shall at all times ensure that any equipment including, but not limited to, electrical equipment brought by them to the Hired Premises and used there shall be safe and in good working order, and used in a safe manner.
- 10.2 The Hirer must inform the Bookings Secretary in advance if they are planning to bring any electrical equipment onto the Hired Premises. The Bookings Secretary and/or the PCC may, at their discretion prohibit the Hirer from bringing and using any such electrical equipment on the Hired Premises. (Regular commercial Hirers should note that the Bookings Secretary is likely to require the Hirer to demonstrate that any such electrical items have been properly PAT tested.) The exercise (or non-exercise) of this discretion by the PCC and/or the Bookings Secretary shall be entirely without prejudice to the responsibility of the Hirer under Clause 10.1.

11. Children and Vulnerable Adults

- 11.1 The Hirer shall ensure that during each and any Session:
 - (a) Section 2B of the Guildford Diocese Safeguarding Guidelines – Running Activities and Events - is complied with; and
 - (b) all children and vulnerable adults on and around the Hired Premises are supervised and protected by a responsible adult at all times; and
 - (c) all reasonable steps are taken to prevent the occurrence of any injury, illness, loss or damage occurring to any children and vulnerable adults; and
 - (d) any activities for children comply with the provisions of The Protection of Children Act 1999 and The Children Act 1989 and that only fit and proper persons have access to the children; and
 - (e) The safeguarding policy published by All Saints' or Guildford Diocese (as amended from time to time) is complied with. A copy can be found online at <http://www.cofeguildford.org.uk/safeguardingpolicy>
- 11.2 In the case of commercial and regular Hirers, at all times the Hirer shall have available and produce on demand a child protection policy.

13. Use of inflatables

Inflatable must not be used on any Hired Premises other than the Hall Premises. The PCC accepts no liability for any incidents or injuries caused or contributed to by the use of inflatables on the Hired Premises. Any inflatable use is entirely at the Hirer's own risk and the Hirer must ensure that appropriate liability insurance is in place and pay due regard to any relevant entries in the Hall Handbook.

14. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure and that any noise generated by any Session is not audible outside the church grounds. The Hired Premises must always be vacated at the latest by 11pm (Mon-Sat) and 10pm (Sundays). Please note that depending on the use the Hirer is making of the Hired Premises, the Bookings Secretary may stipulate an earlier finishing time, as well as any other conditions to comply with All Saints' Premises Licence. Hirers must comply with all such stipulations.

15. 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 Hired Premises and shall indemnify the PCC accordingly against all losses arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

16. Indemnity and Insurance

16.1 The Hirer shall indemnify the PCC for the cost of all repairs, claims, losses or damages arising from the Hirer's use of the Hired Premises or breach of any of the terms of this hiring agreement.

16.2 If the Hirer has paid a damage deposit to the Bookings Secretary, the Bookings Secretary may apply some or all of such damage deposit towards rectifying any such losses, claims, damages or repairs.

16.3 *In the case of regular and/or commercial Hirers:*

(a) the Hirer shall take out and maintain third party liability insurance at a minimum value of £5,000,000 million and shall provide a copy of the policy document and schedule to the PCC; and

(b) the Hirer shall take out and maintain contents insurance if relevant and shall provide a copy of the policy document and schedule to the PCC.

16.5 ***In the case of occasional Hirers,*** the Hirer shall be responsible for making arrangements to insure against any third party claims which may lie against them whilst using the Hired Premises. The PCC is insured against any claims arising out the PCC's negligence.

16.6 For the avoidance of doubt the PCC shall arrange buildings insurance for the Hired Premises for a reinstatement value which the PCC, in its absolute discretion, considers to be necessary.

17. Accidents and Dangerous Occurrences

17.1 The Hirer must promptly report to the Bookings Secretary any of the following incidences occurring during any Session as soon as possible and in any case within 24 hours of the occurrence of such incident:

(a) any accident on or around the Hired Premises involving injury to the public; and

(b) any failure of equipment either belonging to the PCC at the Hired Premises or brought in to the Hired Premises by the Hirer; and

(c) any breakages or damage to the fabric of the Hired Premises and its contents and the Hirer shall be responsible for the cost of repair or replacement caused by any such breakage or damage.

17.2 In the event of any injury occurring on the Hired Premises to the Hirer or any person on the Hired Premises during any Session, the Hirer must record the accident in the accident book located:

(a) ***if hiring the Hall Premises:*** in the kitchen cupboard labelled "First Aid Box";

(b) ***if hiring the Church:*** on the noticeboard in the Church entrance hall on the right-hand side as you walk into the building;

- (c) **if hiring Reading Room:** on the noticeboard in the Church entrance hall on the right-hand side as you walk into the building;

Instructions on how to fill out the relevant accident book can be found with such accident book. The locations of the first aid boxes for use if required can be found on the relevant plan in the Handbook.

The Hirer must also record any such accident in their own accident book, if applicable.

- 17.3 Under the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995, the PCC is under an obligation to report certain types of accident or injury to the Health and Safety Executive and to submit a form to the relevant authority. In the event of any such accident or injury, the Hirer shall co-operate fully with the PCC and provide any necessary assistance to enable the PCC to fulfil any such obligations.

18. Rights of refusal of Booking and Cancellation by the PCC

The PCC may:

- (a) refuse to take any booking request at its absolute discretion without notice; or
- (b) immediately cancel this hiring agreement or any Session if the PCC knows, or has reason to believe, that any such Session taking place will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements; or
- (c) **in the case of bookings by regular Hirers**, cancel any Session or Sessions under this hiring agreement at any time; the PCC will use all reasonable efforts to give 7 days' notice of any such cancellation to the Hirer, but Hirers are reminded that occasionally the need arises for the church to use the Hired Premises for church functions (such as funerals) at short notice; or
- (d) **in the case of a booking by an occasional Hirer**, cancel this hiring agreement at any time after the date of signature of the booking form; the PCC will use all reasonable efforts to give the Hirer at least 7 days' notice prior to the planned date of the Session, but Hirers are reminded that occasionally the need arises for the church to use the Hired Premises for church functions (such as funerals) at short notice.

19. PCC's Liability upon Cancellation by the PCC

If, pursuant to Clause 17 above or due to circumstances beyond its reasonable control, the PCC:

- (a) cancels this hiring agreement, the liability of the PCC to the Hirer or any other party shall be limited to returning any amount of the Hiring Fee paid in respect of any future Sessions together with the balance of any damage and/or cleanliness deposit taken (and not required to be spent on rectifications) and **in the case of regular Hirers only**, any Key Deposit taken, provided that the Bookings Secretary shall only return the Key Deposit to the Hirer after the Hirer has returned to the Bookings Secretary all keys to the Hired Premises that are held by the Hirer or on their behalf; or
- (b) **in the case of regular Hirers only**, cancels any Session, the liability of the PCC to the Hirer or any other party shall be limited to returning any amount of the Hiring Fee paid in respect of any such Session.

20. Cancellation by the Hirer

If the Hirer wishes to cancel any individual Session and gives:

- (a) less than 1 week's notice before the date of the Session, the Hirer may, at the discretion of the Bookings Secretary, be liable for the full amount of the Hiring Fee in respect of such Session (or Sessions); or

- (b) between 1 and 4 weeks' notice before the date of the Session, the Hirer may, at the discretion of the Bookings Secretary, be liable for only 50% of the Hiring Fee in respect of such Session (or Sessions); or
- (c) more than 4 weeks' notice before the date of the Session, the Hirer shall not be liable for any of the Hiring Fee in respect of such Session.

and the Bookings Secretary shall refund the relevant proportion of the Hiring Fee paid, if any, within 28 days of the date that the cancelled Session(s) had been due to take place, provided that ***in the case of regular Hirers only***: the Bookings Secretary may credit any such amount due against any future Hiring Fee payable under this or any subsequent hiring agreement between the Hirer and the Bookings Secretary on behalf of the PCC in respect of any Hired Premises.

21. Unfit for Use

In the event of the Hired Premises or any part of the Hired Premises being rendered unfit for the use for which it has been hired, the PCC shall not be liable to the Hirer for any resulting loss or damage whatsoever.

22. Non-exclusive Occupation

- 22.1 The occupation of the Hired Premises permitted by this agreement shall not be exclusive and the Hirer shall not have any right to exclude the PCC and persons authorised by the PCC from entering and remaining in the Hired Premises or any part of the Hired Premises at any time without interruption.
- 22.2 ***Hirers of the Reading Room and/or the Church***, whilst having access to the church entrance hall and church toilet, must be aware that these areas are open to the general public, whose access must not be impeded.
- 22.3 ***Hirers of the Reading Room*** must be aware that any Church users may require access through the Reading Room at any time.
- 22.4 ***Hirers of the Church*** must be aware that:
 - (a) any users of the Reading Room may require access through the Church at any time; and
 - (b) parish officials and members of the public may still require access to the Church premises during any Session. If this causes any inconvenience to the Hirer, the Hirer should raise any concerns with the Bookings Secretary at the earliest opportunity.

23. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

24. Partial Invalidity

If, at any time, any provision of this agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, invalidity or unenforceability of the remaining provisions of this agreement shall not as a result be in any way affected or impaired.

25. Keys

- 25.1 All keys provided to Hirers remain the property of the PCC at all times and the Hirer shall ensure that no keys will be copied and no other person shall hold or borrow a key for any purpose without the written permission of the PCC.
- 25.2 ***In the case of regular Hirers only***:
 - (a) The PCC shall allocate an agreed number of keys to the Hirer.
 - (b) The Hirer shall ensure that the allocated keys are held by persons whose name, address and full contact details have been provided to the PCC.

- (c) The Hirer shall ensure that all keys are returned to the Bookings Secretary within two weeks of the termination of this Agreement. Upon receipt of all such keys, the Bookings Secretary will return to the Hirer any Key Deposit taken in respect of such keys.

25.3 ***In the case of occasional Hirers only:*** The Hirer shall ensure that all keys are returned to the Bookings Secretary within 12 hours of the Session.

26. Termination of Agreement (*regular Hirers only*)

- 26.1 If the Hirer wishes to terminate this Agreement then the Hirer shall give the PCC one term's written notice and upon expiry of the notice period the Agreement shall terminate.
- 26.2 If the PCC wishes to terminate this Agreement then the PCC shall give the Hirer one term's written notice and upon expiry of the notice period the Agreement shall terminate.
- 26.3 If the Agreement is terminated in accordance with this clause then the termination shall be without prejudice to the rights of either party in respect of any existing breach of the Agreement.

27. Session Dates (*regular Hirers only*)

The Hirer shall provide the PCC with the Session dates required for the Sessions no later than the start of each Surrey County Council school term.

28. Hiring Fees

- 28.1 Subject to Clause 27.2 below, the PCC shall charge the Hirer the Hiring Fee for the Hired Premises as described in the booking form.
- 28.2 ***In the case of regular Hirers only:*** The PCC shall be permitted to increase the Hiring Fee by giving the Hirer three months' prior written notice of the new Hiring Fee.

29. Agreements and Declarations

- 29.1 The parties agree and declare that nothing in this Schedule or in the hiring agreement shall confer any landlord and tenant relationship upon the Agreement or any security of tenure of the Hired Premises upon the Hirer.
- 29.2 The parties agree and declare that a reference to the Hired Premises means the whole or any part of it as the context shall admit.
- 29.3 The parties agree and declare that any notices served in accordance with this Schedule or the Agreement shall comply with section 196 Law of Property Act 1925.

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