St Andrew's Church, Wiveliscombe
Hire Agreement

Standard conditions of hire

These standard conditions apply to all hiring of the Church premises. If the Hirer is in any doubt as to the meaning of the following, the Churchwarden or Rector should immediately be consulted.

1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of any car parking arrangements on church premises. As directed by the Parochial Church Council (PCC), the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

3. Use of premises

a. The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission from the PCC and a temporary events notice (TENs) must be available at the event throughout the period of hire. A TENs is available from Somerset West and Taunton Deane Council at a charge of £21 for any event where there is music and/or alcohol. The TENS notice should be available on the premises for the duration of the Hiring period.

b. The Hirer shall not remove the altar rails. If this needs to be moved for the purposes of the event please let the PCC know 48hrs in advance.

4. Gaming, betting and lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

5. Licensable activities

The Hirer shall ensure that they hold a Performing Society Right Licence which permits the use of copyright music in any form, e.g., record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Church the Hirer should ensure that they hold the relevant licence or the Church holds it.

6. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Church's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The hirer shall also comply with the Church's health and safety policy.
(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Church.
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

7. Means of escape
All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

8. Outbreaks of fire
The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Churchwarden or member of the PCC.

9. Health and hygiene
The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator.

10. Electrical appliance safety
The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.
11. Insurance and indemnity

The Hirer shall be liable for:

1. the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises

2. all claims, losses, damages and costs made against or incurred by the PCC, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and

3. all claims, losses, damages and costs made against or incurred by the PCC, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to subclause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the PCC and the Church's employees, volunteers, agents and invitees against such liabilities.

4. The PCC shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The PCC shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the PCC, Rector and Churchwardens against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

5. Where the PCC does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Rector or Churchwardens. Failure to produce such policy and evidence of cover will render the hiring void and enable the PCC to rehire the premises to another hirer. The PCC is insured against any claims arising out of its own negligence.

12. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the Rector or a member of the PCC **as soon as possible** and complete the relevant section in the Church accident book (held in the Church Office). Any failure of equipment belonging to the Church or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The PCC will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

- Telephone: 0845 3009923
- Facsimile: 0845 3009924
- Website: www.riddor.gov.uk or via the HSE website: www.hse.gov.uk

- Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

13. Explosives and flammable substances
The hirer shall ensure that:

(a) Highly flammable substances are not brought into, or used in any part of the premises and that

(b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the PCC. No decorations are to be put up near light fittings or heaters.

14. Heating
The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the PCC. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

15. Drunk and disorderly behaviour and supply of illegal drugs
The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

16. Animals
The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the PCC. No animals whatsoever are to enter the kitchen at any time.

17. Compliance with the Children Act 1989
The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks and, from 2010, comply with ISA requirements have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the PCC with a copy of their DBS check and Child Protection Policy on request.

18. 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 premises, and shall indemnify and keep indemnified each member of the PCC, the Rector and Churchwardens accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local Authority.

19. Sale of goods
The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and

any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

20. Film shows
Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

21. Cancellation
If the Hirer wishes to cancel the booking before the date of the event and the PCC is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the PCC. The PCC reserves the right to cancel this hiring by written notice to the Hirer in the event of:

1. the PCC reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
2. the premises becoming unfit for the use intended by the Hirer
3. an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters. In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the PCC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. End of hire
The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition.

23. Noise
The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall comply with any other licensing condition for the premises.

24. Stored equipment
The PCC accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The PCC may, use its discretion in any of the following circumstances:

(a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended

(b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the PCC disposing of any such items by

sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

25. No alterations
No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the PCC, fixture or fitting or attachment so approved shall at the discretion of the PCC, remain in the premises at the end of the hiring. It will become the property of the PCC unless removed by the hirer who must make good to the satisfaction of the PCC or, if any damage caused to the premises by such removal.

26. No rights
The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

27. Dangerous and unsuitable performances
Performances involving danger to the public, use of profane language or of a sexually explicit nature shall not be permitted.

28. Smoking
The Hirer shall, and shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made there under.
Any person who breaches this provision shall be asked to leave the premises

29. Hire Fees

The hire fees for 2024 are as follows:

Prices (reduction for Wiveliscombe community groups. Please enquire)

a) Morning hire (9.00am-noon): £20 per hour

b) Afternoon hire (12 noon-6pm): £20 per hour

c) Evening hire (6pm – 10.30pm): Ask for price
operator if needed

d) Use of the kitchen £10 per event

e) use of small meeting room with Wi-Fi connection ONLY charged at £10

f) If the Sound system is required a charge of £50 is required

g) If heating will be required a charged at £50 per hire

h) For purposes of insurance a church caretaker is required on site during hire charged at £12 an hour

i) For expected audiences of over 100 an additional set up and cleaning charge of £50 per 100 extra people.

j)The cost of using the kitchen facilities ONLY shall be charged at £10 per hour.

The use of the crypt with kitchen and toilet facilities shall be charged at:

(a) small community groups shall be charged at £1 per head per meeting unless previously agreed

(b) the crypt space and facilities can be hired for morning or afternoon sessions at a charge of £30 in total.

I hereby agree to the terms and conditions stated above in connection with the Hiring of St Andrew's Church premises on Date.....

Hirers' Signature…… Date ……

Agreed by .....(St Andrews representative).

Date.....