

St. John's Church Hall, Chilcompton

Terms and Conditions of Hire

1. **BOOKING:** All booking applications must be made using the online booking enquiry form. 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.
2. **KEYS:** Arrangements will be made regarding locking and unlocking.
3. **DEPOSIT:** The Hirer will pay a deposit of £100.00 at the time of booking. This will be returned within 30 days of the event, subject to any sums withheld to meet part of the hire fees or the cost of rectifying damage or cleaning arising during the hiring.
4. **SUPERVISION AND RESPONSIBILITY:** The Hirer will during the period of the hiring be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage 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.
5. **COMPLETION OF HIRE:** At the end of hiring the Hirer shall be responsible for leaving the premises (including hall, kitchen and toilets) and surrounds in a clean and tidy condition, with all rubbish being taken away. The premises will be properly locked and secured unless directed otherwise by authorised representatives of the PCC of Chilcompton with Downside (Chilcompton PCC) and any contents temporarily removed from their usual positions properly replaced. Should this not be complied with Chilcompton PCC reserves the right to make an additional charge, which may be deducted from the deposit paid.
6. **SAFEGUARDING:** In the event that the hiring involves the attendance of children, young persons under the age of 18, or vulnerable adults at the premises, the Hirer must confirm that they will comply with the Safeguarding Conditions for the Hire of Church Hall as appropriate for the event.
7. **PARKING:** The hire of the premises does include the use of parking facilities. Chilcompton PCC reserves the right to ask for any cars related to this hiring to be removed or prevented from parking on site due to funeral or other concurrent or overlapping activities on site. Vehicles are parked at the owner/drivers own risk.
8. **EXCLUSIONS:** The Hirer shall not use the premises for any purposes 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 to bring on to the premises anything which may endanger the premises or any insurance policies connected with the premises.
9. **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. Hirers wishing to sell alcohol must obtain a Temporary Event Notice from Mendip District Council. A copy of this must be provided to the Booking Secretary before the event.
10. **MUSIC:** The hall has a **Premises Licence** covering regulated entertainment, plays, recorded music, and performance of dance. This applies between the hours of 9.00am and 11 pm every day. Maximum permissible numbers are 50 seated at tables and 100 standing The Hirer undertakes to satisfy any requirements under performing rights 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 Chilcompton PCC 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 and clear the premises by 10.00pm
11. **SMOKING:** The entire premises and grounds are a No Smoking Zone.

12. **PUBLIC SAFETY:** The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Magistrate's 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.
13. 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.
14. **EMERGENCIES:** In anticipation of an emergency, it is the Hirer's responsibility to ensure that they know the location in the kitchen of the first aid kit, the nearest hospital and the like. Details of the Fire and Emergency Plan are posted on the notice board in the Entrance Hall.
15. **ACCIDENTS:** Any accident or incident occurring during your occupation of the premises which did or could give rise to injury must be written in the Accident Book located in the Kitchen. Such accidents/incidents must be reported to the Booking Secretary within 24 hours.
16. **DAMAGE:** The Hirer shall indemnify Chilcompton PCC for 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 as a result of the hiring. Such damage must be reported to the Booking Secretary within 24 hours.
17. The Hirer shall not interfere in any way with the switchboard, electricity or gas fittings, meter fittings or fixtures on the premises.
18. 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.
19. **INSURANCE:** The Hirer should ensure that they have adequate insurance in force for all legal liabilities which could arise, including death or personal injury, to third parties (including employees and volunteers), or damage to our property or the property of others arising out of your occupation and activities, whilst at the premises. The Hirer will supply a copy of the insurance if requested. The Hirer acknowledges that the loss of any items left unattended is not covered by Chilcompton PCC insurance cover.
20. **CANCELLATION:** If the Hirer wishes to cancel the booking before the date of the event and Chilcompton PCC is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be in the discretion of Chilcompton PCC. Chilcompton PCC reserves the right to cancel this hiring in the event of the premises being required for use as a polling station, for a parliamentary or local government election or bye-election, or in exceptional circumstances by the Church. In these circumstances the Hirer shall be entitled to a refund of any monies already paid.
21. Even if the Hirer has a regular booking for the hire of the premises Chilcompton PCC reserves the right to renew, vary or cancel any such regular arrangements Regular bookings can only be made for the next school term, and cannot be booked more than 1 month in advance.
22. In the event of the premises or any part thereof being rendered unfit for the use of which it has been hired Chilcompton PCC shall not be liable to the Hirer for any resulting loss or damage whatsoever.
23. **ACCESS:** The Hirer shall allow any duly authorised officer of Chilcompton PCC access to the premises or any part thereof at all times during the hiring.
24. **PANDEMIC:** The hirer should take note of all information provided to them when the booking is confirmed.

10.11.2021