

**ST GEORGE'S UNITED REFORMED CHURCH, MORPETH
HIRING AGREEMENT FOR CHURCH PREMISES**

Please complete this application form in BLOCK CAPITALS.

The Hirer:

Details of hiring:

Rooms	Dates	Times
HALL only		
HALL & KITCHEN		
KITCHEN		
ANDERSON ROOM		
DRYSDALE ROOM		
HORSLEY ROOM		
CHURCH/SANCTUARY		

Purpose for which hiring is required:
.....

Signed on behalf of the Hirer: **Date**

We agree to the hiring detailed above in accordance with the terms and conditions stated overleaf.

Signed on behalf of the Church: **Date**

Position Held:

Name:

Contact Address:

.....

.....

Telephone:

GENERAL INFORMATION

The Church's Premises Letting Manager is:

JOANN EVANS

Contact Details:

6 South View

Pegswood

Morpeth

NE61 6SA

01670 512532

07518916939

j.evans152274@btinternet.com

The Hall is situated on the second floor of the building, which is accessible by a lift inside the side entrance to the Church and by staircases at each end. The capacity of the Hall is 155 (as stipulated by the Fire Brigade (2017), inclusive of any performers/bar and kitchen staff.

There is a fully equipped kitchen off the Hall with two cookers, two fridges, a microwave oven, a hot cupboard, cutlery and crockery.

There are two female toilets beside the kitchen and a male toilet beside The Anderson Room, On the ground floor of the Church, there are also two toilets, one of which is for disabled use.

There are two smaller rooms (The Horsley and Drysdale Rooms on the mezzanine floor. The Drysdale Room can be used as a cloakroom.

Each of the side and rear internal doors has an intercom security locking system. The code for this door will only be given to key holders, and to maintain security of the church access for other users will be via the intercom system only.

The side door gives access via stairs and lift to the Church, the Hall, Kitchen and Anderson and Drysdale Rooms and the rear door gives access via stairs to the Hall, Horsley and Anderson Rooms.

STANDARD CONDITIONS OF HIRE

These standard conditions (which are arranged alphabetically for ease of reference), apply to all hiring of Church accommodation. If the user is in any doubt as to the meaning of the following, the Hall Lettings Manager should immediately be consulted.

In the event of a breach of these terms and conditions by you or anyone using the premises in connection with your hiring, the Church may in its absolute discretion immediately cancel all hirings by you, but you shall continue to be bound by your duties to the Church under this agreement.

1. Accidents and Dangerous Occurrences

The user must record all accidents involving injury to the public in the relevant section in the Church Hall's accident book, which is kept beside the First Aid box situated in the Kitchen. Any failure of equipment either belonging to the Church Hall or brought in by the user must also be reported as soon as possible to the Lettings Manager. Certain types of accident or injury must be reported on a special form to the local authority. The Hall Lettings Manager will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

2. Animals

The user 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 Church Management Committee. No animals whatsoever are to enter the kitchen at any time.

3. Cancellation

The Hall Lettings Manager reserves the right to cancel this hiring by written notice to the user in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the Church Hall management committee 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
- (c) a wedding or funeral;
- (d) the premises becoming unfit for the use intended by the user;
- (e) 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 those cases, we will give at least 24 hours' notice (except in an emergency) and will offer alternative accommodation if it is available.

In any such case the Hall Lettings Manager shall not be liable to the user for any resulting direct or indirect loss or damages whatsoever.

4. Children (Safeguarding thereof)

You must follow the principles of the Church's safeguarding policy, a copy of which will be provided on request. Alternatively, you may instead follow your own safeguarding policy, and must on request provide a copy.

The user shall ensure that any activities for children comply with the provisions of The Children Act of 2004 and that only fit and proper persons who have passed the appropriate Disclosure & Barring Service checks of those working with children or vulnerable adults (checks may also apply where children over eight and vulnerable adults are taking part in activities).

Shouting, bullying, physical violence, racism or sexism towards children are not permitted.

5. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The user 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.

6. Electrical Appliance Safety

The user 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. All electrical equipment brought in by user(s) must be Portable Appliance Tested and labelled with the test dates. The user must supply evidence of testing when required to do so.

8. Explosives and Flammable Substances

The user 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 management committee. No decorations are to be put up near light fittings or heaters.

9. Fly Posting

The user 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 Church Hall's management committee 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.

10. Gaming, Betting and Lotteries

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

11. Health and Hygiene

The user 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 and thermometer. Please see Appendix 1 to this document which sets out the requirements for the preparation of food. This Appendix is also copied as a notice in the Kitchen.

12. Heating

The user shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances must not be used.

13. Indemnity

All users of the Church building should hold insurance against injury or damage caused to or by you or anyone using the premises under this hiring agreement whilst on the premises, The Church will not be liable for any damage, theft or loss to any equipment or personal belongings brought by you onto the premises under this hiring. You must on request provide a copy of your current insurance schedule.

- (a) The user shall indemnify and keep indemnified each member of the Church Hall management committee, the trustees and the Church Hall's employees, volunteers, agents and invitees against;
 - (i) the cost of repair of any damage done to any part of the premises including the surroundings thereof or the contents of the premises
 - (ii) all claims, losses, damages and costs 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 user, and
 - (iii) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the user.
- (b) The user shall take out adequate insurance to insure the user and members of the user's organisation and invitees against the user's liability and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Hall Secretary.
- (c) Failure to produce such policy and evidence of cover will render the hiring void and enable the Hall Lettings Manager to rehire the premises to another user.
- (d) The Church Hall is insured against any claims arising out of its own negligence.

7. Leaving the Building

The user shall be responsible for leaving the premises and surrounding area in a clean and tidy condition. This includes the washing, drying and storage of all crockery and cutlery (users are required to bring their own tea towels), the safe stacking of chairs (piled no more than 3 chairs high) and the cleaning and safe stacking and storing of tables and for all rubbish to be removed at the end of a function. All lighting and taps should be switched/turned off at the end of a function. Heating should also be turned off if turned on by the user. The premises must be properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Hall Lettings Manager shall be at liberty to make an additional charge.

14. Licences

The Church Hall has a Premises Licence authorising the following regulated entertainment and licensable activities at the times indicated. Please confirm which licensable activities will take place at your event.

Activity	The Hall is licensed for	Times for which the activity is licensed	Indicate activities taking place at your event
a. The performance of plays	Yes	See below	
b. The exhibition of films	Yes	See below	
c. Indoor sporting events	No	N/A	
d. Boxing or wrestling entertainment	No	N/A	
e. The performance of live music	Yes	See below	
f. The playing of recorded music	Yes	See below	
g. The performance of dance	Yes	See below	
h. Entertainments similar to those in a – g	Yes	See below	
i. Making music	Yes	See below	
j. Dancing	Yes	See below	
k. Entertainment similar to those in l – j	Yes	See below	
l. The provision of hot food/drink after 11pm	No	N/A	
m. The provision (sale) of alcohol	Yes	See below	

a) The times for which all licensable activities (excluding the supply (sale) of alcohol) can be carried out are as follows:

Monday - Thursday: 0800 - 2300, Friday and Saturday: 0800 - 2345, Sunday: 1145 -

2000 (performance of plays and exhibition of films are not permitted on Sundays)

b) Sale of alcohol: the sale of alcohol is permitted only in the Hall, Drysdale room and Horsley room between the following hours; Monday - Thursday: 1800 - 2300, Friday and Saturday: 1800 - 2330, sale of alcohol is not permitted within the worship area of the Church, including the Vestibule and lift area at any time and alcohol may not be sold in any part of the Church on Sundays.

The sale of alcohol to those under 18 years of age is not allowed.

While the provision of genuinely free alcohol (e.g. by donation or brought to an event by those taking part), does not require licensing, no attempt must be made to recover the cost of the alcohol through additions to the cost of the entrance ticket or through a raffle.

The Church has a licence with the Performing Rights Society (PRS) for the performance of copyright music works included in the listings of the PRS and it will be for users to ensure that music works to be performed are included in PRS listings.

The Church cannot accept responsibility for any activities on behalf of those hiring rooms. Hirers are therefore asked to ensure that their own Public Liability Insurance is arranged to cover against any claim made against them in respect of any activity that they are responsible for, any equipment that they bring onto the premises or any damage to those premises.

15. Means of Escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit. When up to 60 people are present, 1 side door must remain open, when more than 60 people are present *both* of the outside side doors must be open, even though the main doors may also be open. The Fire Service advise that the side doors are designated as an emergency exit in such circumstances and have signage to indicate this. The back door should remain open when someone is on site.

16. 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 Hall Lettings Manager. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Hall Lettings Manager remain in the premises at the end of the hiring. It will become the property of the Church Hall unless removed by the user who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

17. No Rights

The Hiring Agreement on the second and third pages above constitutes permission only to use the premises and confers no tenancy or other right of occupation on the user.

18.Noise

The user shall ensure that the minimum of noise is made on arrival and departure,

particularly late at night. The user shall, if using sound amplification equipment comply with any other licensing condition for the premises. The user shall respect other users who may be in the building at the same time.

19. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Clerk of the management committee. (see Appendix 2 for contact details of the management team)

20. Payment of Hire

1. You (the Hirer) shall pay to our (the Church's) nominated representative a booking fee in accordance with the current scale of charges. Cheques should be made payable to "St. Georges United Reformed Church", bank details are available on request for direct transfer, other methods of payment can be arranged on request. Charges may be reviewed from time to time.
2. You may not hire out any part of the building to another party.
3. If you are provided with keys to enable access to the premises, you should take good care of them and report to us immediately if you lose them. You should return the keys to the Church's representative within 2 weeks of ceasing to hire the premises.
4. The act of proceeding with the hiring will be evidence of acceptance of these terms & conditions even if the form is not signed.
5. The costs of accommodation hire are as follows (rates include the cost of lighting and power and remain the same throughout the year):

	CHARITIES	NON CHARITIES
CHURCH HALL ONLY	£12.00 per hour	£15.00 per hour
KITCHEN (including use of cutlery & crockery)	£12.00 per hour	£15.00 per hour
HALL & KITCHEN	£18.00 per hour	£20.00 per hour
ANDERSON ROOM	£5.00 per hour	£5.00 per hour
CHURCH/SANCTUARY:	£12.00 per hour	£16.00 per hour
HORSLEY OR DRYSDALE ROOM	£8.00 per hour	£10.00 per hour

21. Public Safety Compliance

The user shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority 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.

- (a) The user 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 hall.
 - The location and use of fire equipment.
 - 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;
 - The location and use of the Hall's emergency equipment, first aid equipment, evacuation procedures "In Case of Fire". First aid equipment should only be administered by a qualified first aider.
 - The Church's no smoking policy throughout its premises.
- (b) In advance of an entertainment or play the user shall check the following items:
- That all fire exits are unlocked.
 - 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.
 - No noxious or dangerous articles should be brought into the building without first obtaining permission from the Church.
 - That there are no obvious fire hazards on the premises.

22. Sale of Alcohol

No alcohol shall be provided to those under the age of 18 years of age. Also see 14b and 21 above

23. Sale of Goods

The user 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 user 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.

24. Security

Access to Church premises and the use of the lift must be supervised from the ground floor. Just before a function begins and after it ends, the INSIDE doors to the Church should be closed. Where tickets are sold/collected in connection with an event, the selling/collection point must be on the ground floor of the Church in the vestibule. Access to Church premises and the use of the lift must be supervised from the ground floor.

25. Stored Equipment

The Church 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 Hall Lettings Manager may, in her discretion in any of the following circumstances, dispose of any such items by sale or otherwise on such terms and conditions as she thinks fit, and charge the user any costs incurred in storing and selling or otherwise disposing of the same.

(a) in respect of stored equipment, failure by the user either to pay any storage charges due, or to remove the same within 7 days after the agreed storage period has ended.

(b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the user to remove the same within 7 days after the hiring.

26. Supervision

The user shall, during the period of the hiring, be responsible for: supervision of the premises, the sale of alcohol, the fabric and the contents [of the Church] and their care; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway and the rear (fire) door of the Church.

The Premises Letting Manager will obtain details of the supervision arrangements (including the sale of alcohol) prior to any hire. Any issue arising during a hire must be reported by the hirer to the Premises Letting Manager. As directed by the Premises Letting Manager, the user 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.

In the event of an issue arising at an event, this would be discussed at the next Church Management Committee meeting and any necessary remedial action agreed. The remedial action required would, as appropriate, be incorporated into the Hiring Agreement and drawn to the attention of future hirers and, in all cases, conveyed to the hirer concerned.

27. Use of Premises

The user shall not use the premises for any purpose other than that described in this Hiring Agreement, without first obtaining permission from the Church, and shall in any case ensure that none of your activities cause a nuisance or offence to the Church or any neighbouring properties. 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 therein without written permission.

The number of those present in the Church Hall must not exceed 140 including bar and kitchen staff, while the capacity of the Drysdale and Horsley Room is 40 seated. These limits must not be exceeded.

You shall not make excessive use of heating, lighting, water, electricity or other services or equipment without first obtaining permission from the Church, for which an additional charge may be made. If your use of the premises results in an increased insurance

premium payable by the Church or any rates of other charges being levied by the local authority, we may require you to reimburse it for this extra expenditure.

You should take good care of the premises, furniture, fittings, equipment and other property made available to you by the Church and observe fire precautions, and should endeavour to ensure that anyone using the premises under this hiring shall also do so. You should leave the premises in a clean, tidy and secure state, and should not leave any goods on the property without first obtaining permission from the Church. You must pay to the Church the cost of making good any damage caused in consequence of the hiring.

You may not make any alteration to the premises or their decoration or affix anything to the walls without first obtaining permission from the Church.

The Church reserves a right of access to the premises at all times, but will aim to exercise this right reasonably and with as little disruption as possible to you. Communal facilities, such as corridors, lobbies and toilets may be used by anyone using any part of the building.

Document issued: 1st March 2017

Date of revision: 1st March 2018