# www.stmaryandstpaulhemel.org.uk

#### Team Office:

St. Mary's Church Hall, High Street, Hemel Hempstead HP1 3AE tel: 07901 359117

e-mail: admin@stmaryandstpaulhemel.org.uk

Registered Charity 1130644

### **CONDITIONS OF HIRE**

Please read these Conditions of Hire carefully.

The 'hirer' means the person signing the Booking Form and any person(s) for whom the signatory acts. The PCC means the Parochial Church Council of St Mary and St Paul. The 'Premises' means the rooms, facilities and grounds of St Mary's Hall, Old Town, Hemel Hempstead or St Paul's building, Solway, Hemel Hempstead.

#### **Conditions**

- 1. To confirm a hiring, the full hire cost is due 14 days before the function. Where the booking date is within a short period of time, the full amount may be required at the time of booking.
- 2. The PCC may cancel its permission to hire the room(s) upon reasonable notice that the Premises are required for Parish purposes.
- 3. The PCC may cancel permission to hire the Premises if the hirer commits any breach or fails to observe any of the Responsibilities below.
- 4. In the case of cancellation by the hirer for any reason, the PCC reserves the right to charge a cancellation fee of up to 100% of the full charge on the following scale:
  - a. 2-4 weeks before hiring date 25%
  - b. 1-2 weeks before hiring date 50%
  - c. 7 days or less before hiring date 100%
- 5. The hirer shall not sub-let the Premises or any part thereof.
- 6. The Premises may not be used for the purpose of any activity covered by the Gambling Act 2005.
- 7. The Church Wardens, members of the PCC, Clergy and the Booking Secretary reserve the right to enter the Premises at any time during the hire period.
- 8. The PCC does not warrant that the Premises are fit either legally or physically for the suggested use.
- 9. The PCC does not accept any responsibility for any loss, damage or accidents occurring during the occupation of these Premises.
- 10. The period of the hire of the Premises must include any preparation time and any time required to tidy and clean at the end of the hire.
- 11. The kitchens are suitable for heating food and small-scale cooking. They are not suitable for deep fat frying or large-scale cooking and these uses are not permitted.

## Responsibility of the hirer

- 1. The hirer must observe all relevant Safety and Fire Regulations in force at the time of hire. The user must ensure that all exits, emergency exits and fire appliances are free from obstruction and available for use at all times during the period of use.
- 2. The user is responsible for calling the Fire Brigade to any outbreak of fire however slight and for reporting this immediately to one of the contacts for the Premises see Fire Safety document
- 3. In cases of lectures, meetings etc where seats are used, gangways of not less than four feet width must be preserved clear and unobstructed, and no chairs placed therein, or persons allowed to stand in such gangway.
- 4. No performance of copyright works may be permitted on the Premises unless official receipt of the Performing Rights Society licence relating to the performance is deposited with the Booking Secretary three days before such a performance.

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- 5. The Premises are not covered by a BBC TV licence, the hirer is responsible for obtaining one if required.
- 6. The hirer will not allow the illegal use, sale or purchase of drugs or solvents on the. Any evidence of the use of such substances that comes to light during or following the time of the let will involve appropriate action being taken. Hirers may be refused future lets even if not themselves abusing such substances.
- 7. The hirer is responsible for getting all relevant licences under the Licensing Act 2003, this includes the sale of alcohol. The hirer shall produce all such licences to the Booking Secretary at the time of application for the hire or not later than 24 hours before commencement of the hire. The PCC holds no liability or blame for any licences not correctly obtained.
- 8. If food is to be prepared, served or sold then the user must observe all relevant food health and hygiene legislation regulations.
- 9. The hirer is responsible for leaving the Premises as found this includes the kitchen, the toilets, the hall and the grounds. Cleaning equipment is provided in the cupboard in the foyer.
- 10. The hirer is responsible for returning all chairs and tables to their original positions and ensuring that they are safely stacked. All tables should be wiped clean.
- 11. No bolts, nails, tacks, pins, screws or any type of adhesive (including Blu-tack/tape) shall be driven into or fixed to any part of the building, it's furniture or fittings. The use of ballroom chalk or crystals is prohibited.
- 12. No furniture or equipment shall be introduced into the Premises, unless special permission has been obtained, and all such equipment must be removed immediately at the termination of the hire period. All such furniture/equipment should comply with current Health and Safety regulations.
- 13. The hirer is responsible for removing all rubbish from the Premises and grounds, please bring your own rubbish bags.
- 14. The hirer shall indemnify the Vicar and the PCC for the cost of repair of any damage done to any part of the Premises or the contents which may occur before, during and after the hire period as a result of the hiring.
- 15. The hirer shall be responsible for making arrangements to insure against any third-party claim which may lie against him or her (or the organisation if acting as a representative) whilst using the Premises.
- 16. The PCC takes the protection of children and young people seriously. The signed current Child Protection policy is posted in the Premises. The Booking Secretary has a copy for you to look at. Hirers are required to read this and ensure that they have their own Child Protection Policy and procedures that are consistent with these standards.
- 17. The hirer is required to ensure that children are protected at all times, by taking all reasonable steps to prevent injury, loss or damage occurring and ensuring all necessary Child Protection checks are undertaken. The PCC accepts no responsibility for the user's failure to comply with these requirements.