

## Conditions of Hire

### Introduction

1. The Hirer having completed and signed the application form overleaf indicates acceptance of and shall be bound by these Conditions for this and any subsequent Hiring.
2. The Hiring shall comprise only those parts of the premises requested upon the application form and subsequently agreed by the Letting Manager appointed by the Parochial Church Council. (PCC)
3. The premises shall not be used for any purpose other than stated on the application form.
4. The PCC gives no warranty that the premises are legally or physically fit for the hirer's purposes.

### The Hirer shall be responsible for:-

1. The conduct of all persons attending the function for the Hiring;
2. Ensuring that all persons leave the premises by the time the Hiring expires. All bookings shall finish and the premises vacated by 11.30pm at the latest. Saturday evening and Sunday hires will normally incur an additional charge.
3. Any loss or damage to the premises, including furniture, fittings, crockery and cutlery, caused as a result of the activities of the Hiring, or by persons attending such Hiring;
4. Ensuring that the premises are left clean and tidy (cleaning equipment may be found in both kitchens) and free from any rubbish or refuse.
5. Ensuring that the terms of every statute authorising or regulating how the premises are used is complied with including those statutes governing:
  - (a) The preparation, serving or selling of food,
  - (b) The sale and consumption of intoxicating liquor,
  - (c) The sale of goods,
  - (d) Persons working with or caring for children (including their engagement, supervision and training),
  - (e) Entertainment: involving music, dancing, concerts or stage performances.

When a statutory licence is required in relation to any of the above, the Hirer shall provide a copy of the Licence for the PCC immediately and keep the PCC fully indemnified against all losses and demands made against or suffered or incurred by the PCC arising out of all such matters.

6. Ensuring that nothing is done which might invalidate any insurance policy covering any part of the premises or which might increase the premium.
7. That the property is used in a safe and orderly manner and so as not to cause any nuisance, damage, disturbance, annoyance or inconvenience to the PCC or to neighbours. No music is permitted after 11pm and no intoxicants shall be brought onto the premises unless permission has been granted at the time of booking.
8. Ensuring that all games and other sporting or recreational activities are conducted in a respectable and responsible manner under supervision of a competent adult with full liability insurance.
9. Ensuring that (a) health, safety and welfare requirements are evaluated, and that (b) adequate provision for first aid is made. On first arrival Hirers will be made aware of emergency exits. The PCC will not be responsible for (a) any injuries to persons or any loss or damage to personal property and equipment sustained as a result of the activities of hiring and (b) the security of personal property and equipment during the period of hiring.

## Terms of payment

### 1. Definitions

For the purposes of these Conditions, Regular Hirers are defined as those hiring the premises at least once a month on a regular basis, or at the discretion of the Letting Manager, at least six times a year on an occasional basis. All other Hirers are deemed to be Casual Hirers.

### 2. Regular Hirers

- (a) A Regular Hirer must upon receipt of an invoice issued by the Letting Manager settle the account within 14 days of the date of such invoice otherwise the Hirer will incur a surcharge of 5% of the amount outstanding.
- (b) A Regular Hirer must give at least 7 days notice of a cancellation or proposed alteration in writing to the Letting Manager, otherwise the Hirer will be charged for half of the time of the cancelled or altered booking or £20 whichever is the greater.

### 3. Casual Hirers

- (a) An application by a Casual Hirer must be accompanied by a non-refundable deposit of £20 for each booking, or the full hire charge if less than £20. Any balance of the hire charge must be paid at least 21 days prior to the date of hire; otherwise the booking may be cancelled by the Letting Manager.
- (b) Notice of a cancellation of a booking by a Casual Hirer must be given in writing to the Letting Manager, and if it is received at least 21 days prior to the date of hire, any balance of the hire charge already paid, in excess of £20, will be refunded.

### 4. Both regular and Casual Hirers agree to pay the Parochial Church Council (PCC):

- a) The full cost of any works to the Property which the PCC do after damage caused during the Hiring Period and compensation for any loss, damage or expense resulting from any breach of the Hirer's obligations (including the PCC's surveyor's fees for arranging and supervising the works).
- b) An additional minimum of £25 special cleaning charge if the Property is soiled by any person or animal.
- c) On an indemnity basis all costs, fees, charges, disbursements and expenses (including but not by way of limitation those payable to Counsel Solicitors, surveyors and bailiffs) incurred by the PCC arising out of or in relation to or incidental to:-
  - i. The recovery or attempted recovery of arrears of the Balance or other sums due from the Hirer and
  - ii. Any breach, non-observance or non-performance of any of the Hirer's obligations; and
  - iii. Any steps taken in contemplation of or in connection with the preparation and service of a schedule of damage.
- d) Interest at the Law Society's interest rate on any payment due from the Hirer under the Hiring when more than 21 days overdue of payment both before and after judgement. All such payments shall be debts due to the PCC and in making such payment nothing is to be deducted or set off.

## Cancellations

- 1. The PCC reserves the right to refuse an application without stating a reason and to send a representative to attend the premises during a hiring and immediately terminate the hiring without any refund of the hire charge if it is found that any of these conditions are not being complied with.
- 2. The PCC shall have the right to cancel a booking if:
  - a) The PCC knows, or has good cause to believe, that such booking will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements.
  - b) The premises are required on the same date/time for use by the church or as a Polling Station for Parliamentary or Local Government election or bye-election. In the event of cancellation under this clause the PCC shall refund the hirer any deposit or booking fee already paid but shall not be liable for any other costs whatsoever or for any actual or presumed loss of trading profit or other damage or loss incurred by the hirer.