

SAINT GILBERT OF SEMPRINGHAM CHURCH SCHOOL CHARITY
Registration no: 527704

**Terms and Conditions for Hire** 

Hereinafter All Saints' and St John's Unity Centre shall be referred to as 'Unity' and the Hirer named on the Booking form as 'the Hirer'

- 1. <u>Undertaking of the Hirer</u> The Hirer undertakes to ensure he/she has an understanding and acceptance of the Hall Conditions for the time being in force along with all Risk Assessments.
- 2. **Booking**. All applications for the hire of the building must be sent to the Bookings Manager. The person named on the booking form shall be considered the Hirer. Where an organisation is named, the person signing hereby confirms that they do so with full authority of the organisation. The Hirer must be over 18 years of age.
- 3. <u>Hire Period.</u> The hire period is the time that the hirer commences and finishes using the hall. It includes the time taken for setting up and clearing up. Hirers are required to give the Bookings Manager a minimum of 48 hours notice should they wish to cancel their booking in any given week. In the event of this notice not being received, Hirers will be charged for the use of the room at their standard rate.
- 4. <u>Deposit.</u> Any deposit required must be paid at the time of application and no engagement will be booked until this has been received. The booking deposit is refundable subject to satisfactory inspection of the building by Unity management.
- 5. <u>Hire Charges</u>. The hiring charges shall be as determined by Unity and reviewed each year in July. Invoices for hire are invoiced monthly or termly should be paid within 30 days. Unity reserve the right to make additional charges for electricity should hirers fail to turn off heating and lighting at the end of their hire period.
- 6. <u>Right of refusal</u>. Unity may refuse any application for the hire of the building. Church organisations shall have priority over other bookings, but no organisation shall be deemed to have an undisputed right to an unbreakable series of bookings. All hire applications will be in accordance with Unity Equality Policy. In cases of doubt or difficulty the Bookings Manager shall refer the case to the Centre Trust whose decision shall be final.

### 7. Supervision by the Hirer

**The Hirer undertakes** to be present, or arrange for sufficient competent representatives to be present, throughout the hiring to ensure the provisions and stipulations contained, or referred to, in the Hall Conditions and any applicable licences are complied with.

### 8. Responsibility of the Hirer

The Hirer shall be responsible during the period of hire for:

- The number of people using each room hired not exceeding that permitted for those rooms under the Premises Licence for the purpose of the hire
- Developing a Risk Assessment for their Group which manages all Health and Safety Risks required and in line with the centre's own risk assessments and these terms and conditions
- Ensuring that their activities comply with requirement set out by the Government in regard of COVID-19 and the centre's own risk assessment in this regard
- Supervision of premises, fabric and contents and their group members, their care and safety from any damage or change of any sort



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- Adequate arrangements shall be made for the evacuation of disabled persons in an emergency. A
  disabled person confined to a wheelchair shall be accompanied by an able bodied person not being a
  person under 18 years of age, capable of assisting them from the building in case of emergency and
  who shall be seated adjacent to the disabled person.
- Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by others
- The Hirer is advised that minimal first aid items are available at the Hall (there is a first aid kit in the kitchen) for use if necessary. The Hirer is responsible for the provision of any other first aid facilities they deem necessary for any event and for recording any accidents in the Centre Accident Book (located in the top kitchen)
- Ensuring that everything is left clean and tidy with rubbish removed or placed in the appropriate landfill or recycling bins at the end of the hire. Bins are located in the top kitchen and Edward Wells Room.
- Ensuring that all equipment, chairs and tables are wiped down after use and have been returned to
  positions as found on entry, the premises are cleared of people, all lights and heaters switched off,
  and the building secured by use of the keys supplied, except for any facilities or room or public area in
  use by another continuing hire.
- Hirers are responsible for ensuring they comply with food and hygiene regulations and standards and that all food (particularly dry goods such as flour, coffee, sugar, tea bags etc) kept on site is held in sealed non-perishable containers. Non-compliance with this condition may result in additional charges should a pest infestation occur.
- o Ensure that under 18s do not access the Kitchen unsupervised at any time
- Hirers are responsible for ensuring that they are aware of the kitchen procedures of the centre, undertake a full induction of all kitchen equipment prior to its use for food preparation ensuring that the kitchen and its equipment is kept clean and tidy at all times and that items are washed up and put away after use.
- Hirers are responsible for ensuring that kitchen equipment is turned off after use and will be liable for any damage to equipment or the centre from items being left on.
- Broken items such as china, glass etc. must be wrapped and placed in the top kitchen. Breakages and damage to the building must be reported to the key-holder. Replacement and repair will be charged to the hirer at cost.
- Any spillages should be reported immediately to the Centre Business or Bookings Manager
- No heavy, or sharp equipment, or footwear likely to damage the floor is to be used in the Hall. Please brush but do not wash the floor. Use only a dry or slightly dampened cloth if essential. Wipe up all spillages promptly. No items to be fixed to walls in any circumstances.
- The behaviour of all persons using the premises in ensuring no excessive noise occurs, with a minimum of noise being made by any person on arrival or departure. The premises must be vacated by 11:30pm. Unity or Committee Member(s) reserves the right to put a stop to any entertainment or meeting not properly or reasonably conducted.
- Ensuring that no animals (including birds), except guide dogs, are brought into the building without written permission of the Unity on the occasion of a special event or hire agreed to by Unity.
- Ensuring that NO animals whatsoever enter the kitchen at any time.
- Ensuring that any electrical appliances brought onto the premises and used there shall be certified safe and in good working order, and used in a safe manner, using residual current circuit breakers where appropriate
- o Ensuring that no LPG appliances or highly flammable substances are brought onto the premises.
- 9. <u>Alcohol</u>. Alcoholic drinks may be served free but NO sale of alcoholic drinks may be undertaken unless the permission is sought from Unity and a Temporary Event Notice is given to South Kesteven District Council no less than 10 days before the event. No events may be advertised stating the availability of alcoholic drinks for sale without the prior permission of Unity



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- 10. **Smoking**. Smoking is not permitted anywhere on the premises or within its grounds other than the designated smoking area in the upper playground.
- 11. <u>Public Entertainments, Music & Dancing</u>. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrate Court or otherwise particularly in connection with any event which includes public dancing or music or other similar public entertainment. All music must cease at 10.45pm and the Hall must be vacated by 11.30pm.
- 12. <u>Occupation and use</u>. The hire of the building is for the specific agreed times shown on the booking form and does not entitle the Hirer to use or enter the premises at any other time.

  The Hirer shall not:
  - Sub-hire or use the building for any other purpose other than that described in the hiring agreement
  - Use the premises or all the premises to be uses for any unlawful purpose of in any unlawful way
  - Do anything or bring onto the premises anything which may endanger the premises or render invalid
    any insurance policies in respect thereof
  - Allow the use of drugs on the premises or allow smoking in the building or its grounds.
  - Unity does not represent that the building is suitable for any particular purpose and the Hirer must satisfy themselves in this respect.

### 13. Supervision

- Hirers are responsible for ensuring appropriate and adequate supervision of their group members at all times whilst in the centre.
- Children under the age of 16 are not permitted to use the kitchen unsupervised.
- 14. <u>Advertising.</u> All advertising of events should conform to the conditions of hire. Advertising includes posters, newspaper inserts, magazine inserts, tickets, radio and television announcements, social media, internet websites, and all other forms of media. Advertising which contravenes the conditions of hire may result in the forfeit of deposit.
- 15. <u>Culpability.</u> Except for wilful negligence on the part of Unity, Unity shall not be responsible for any loss of, or damage to, the Hirers' or any third parties' property arising out of the hiring, nor for any loss, damage, or injury which may be incurred by, or be done to or happen to, any person or persons using the building during the hiring, arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure or supply of electricity, leakage of water, fire, government restriction or act of God which may cause the building to be temporarily closed or the hiring to be interrupted or cancelled. The Hirer shall indemnify Unity against any claim which may arise out of the hiring or which may be made by any person using the building during the hiring in respect of any loss damage or injury.
- 16. **Entry.** The right of entry to the building is reserved to Unity and any other agent of Unity and any police officer at any time during the hiring.
- 17. **No additions to the building.** No fixtures/fitments of any kind shall be driven into any part of the Building nor shall any placard or other articles be fixed hereto.
- 18. <a href="Property">Property</a> of the Hirer and the Hirer's agent must be removed from the building within 15 minutes after the expiration of the hiring or fees will be charged for each hour or part thereof until the same is removed unless previously agreed with Unity. Unity accepts no responsibility for any property left on the premises after the hiring and Hirer's must ensure that they have the relevant insurance cover. In the case of bazaars, jumble sales and any other occasion when property is brought into the premises for sale, all property remaining unsold at the termination of the hiring will be considered the property of the Hirer for the purpose of the condition.



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- 19. <u>Signage</u>. The Hirer shall remove any sign, flag, emblem or other decoration displayed by the Hirer outside or inside the building if in the opinion of Unity or Committee Member it shall be unseemly or expose the building to an undue risk of fire or in the opinion of Unity or its agent is likely to lead to disturbance or a breach of the peace. Hirers are asked where possible not to use cellotape when sticking items to the walls. Banners or advertisement signage is not permitted to be secured to external walls without the written permission of the Trustees.
- 20. <u>Fire Exits</u>. No exits may be blocked, chairs or other obstructions must not be placed in corridors or fire appliances removed or tampered with, and fire doors must not be propped open.
- 21. <u>Lighting/Electrical Appliances</u>. No additional lights or extension from the existing electric light fittings shall be used without the previous consent of Unity. All electrical equipment including lights and heaters will be turned off at the end of the hire period. Unity reserves the right to charge hirers additional electricity costs where lights/heaters are not switched off.
- 22. **Keys.** Keys must be returned to the Bookings Manager immediately after the event for non regular hirers. Regular hirers will be issued with a key on payment of a key deposit and others by arrangement. On cessation of any hire agreement keys must be returned immediately to the Bookings Manager when any deposits will be returned.