



St John's Church Moulsham - Terms & Conditions for Hire of St. John's Church Hall, Vicarage Road.

1. The Parochial Church Council of St John's ("*St John's Church*") is pleased to allow the hire of the Church Hall ("*the Premises*") to approved people and organisations. Any person hiring ("*the Hirer*") the Premises are subject to these Terms and Conditions of Hire ("*the Terms*").
2. All bookings must be made through the Hall Bookings Secretary.
3. The Premises cannot be booked by any person under the age of 18 years.
4. Bookings cannot be extended beyond 11pm (2300hrs). Special arrangements apply to Saturday evening hirings.

5. LIABILITY & INSURANCE

- a. During the period of hire of the Premises, the Hirer is responsible for any loss of or damage to the Premises or property (including property of the Hirer or others') and for any accident or injuries to any person arising out of the activities of the Hirer whilst hiring the Premises. The Hirer must ensure they have appropriate insurance to cover their liability in respect of their use of the Premises.
- b. In the event of any accident or injury, the Hirer must inform the Bookings Secretary at the earliest opportunity and provide full details of the incident.

6. CHARGES

The hire charge rates are shown on the Booking Form. For a single event, payment must be made in advance and prior to the confirmation of the booking (other than in exceptional circumstances and with prior agreement). Payment must be made by bank transfer to **St John's Moulsham PCC. Sort code 20-19-95. Account number 20685518** quoting as reference **Hall** and the **date of the event**. For regular hirers, payment arrangements will be agreed with the Hall Booking Secretary.

If the Premises are not left in a clean and tidy condition and ready for use by the next hirer, St John's Church reserves the right to make an extra charge for the additional cost for cleaning.

7. KEYS AND ACCESS

Keys to the Premises must be obtained by arrangement with the Bookings Secretary and returned immediately after the end of the period of Hire. **Entry and exit from the halls is via the front hall only.**

8. SMOKING

The Hirer is responsible for ensuring that smoking does not take place anywhere on the Premises.

9. CLEANING AND DECORATIONS

The Hall and its facilities used by the Hirer are to be left in a clean and tidy condition and ready for use by the next hirer.

- a. Brushes, mops, dustpans etc are situated in the kitchen. A vacuum cleaner is in the cupboard between the ladies and gents toilets.
- b. Any chairs used must be stacked tidily against the walls in piles of no more than 4. Tables should be returned to the cupboard.
- c. The Hirer may place decorations in the Premises during the period of hire, but the Hirer is requested not to attach decorations to the walls with 'sellotape' or similar adhesives. All decorations, both inside and outside are to be removed prior to vacating the Premises.
- d. All rubbish must be removed from the premises. If the rubbish does not fit into the dustbin outside the hall, it must be taken away.
- e. If the fridge has been used, all items must be removed.

10. LICENSING ETC

- a. Alcohol is NOT to be sold in the Premises. The Hirer is NOT permitted to apply for occasional licenses for the sale of intoxicating liquor either on or off the Premises.

- b. Events such as dancing, musical or dramatic performances must be strictly private events with admission restricted by personal invitation only to friends of the Hirer. Such events must not be advertised to the general public, the general public may not be admitted and no admission charge may be made.
- c. Should the Hirer wish to use live or recorded music on the Premises during the period of hire, the Hirer shall be responsible for ensuring they have appropriate music licences.

11. NUISANCE AND CAR PARKING

- a. The Hirer must ensure that the sound from activities at the Hall is kept to a reasonable level so as not to be an environmental nuisance to our neighbours and the local community. For this reason all doors and windows should be kept closed. The halls are fitted with noise limiters which, if triggered, cut off the electricity supply. (Notices in the halls show how to reset the limiters if they are triggered.) The Hirer should ask all those attending the hall to leave quietly and to respect the peace and quiet of our neighbours.
- b. There is very limited car parking space at the front of the hall. The passageway to the side of the hall should only be used for loading and unloading and, otherwise, should be kept clear. Beyond that, those attending the hall should use on-road parking, subject to the local parking restrictions.

12. SAFETY

- a. During the period of hire, the Hirer is responsible for ensuring security, restricting access to those for which the event is intended, and pointing out fire exits to participants at the start.
- b. The Hirer must ensure that, during the entire period of hire, all fire exits are kept unlocked and free from all obstructions.
- c. When vacating the Premises, the Hirer is responsible for leaving the building secure, locking all access doors, unless they are required to be left open for other hirers using the Premises.

13. SAFEGUARDING

- a. By hiring the Premises, the Hirer agrees to abide by the House of Bishops Safeguarding Policy Statement <https://www.churchofengland.org/sites/default/files/2017-11/promoting-a-safer-church-policy-notes.pdf>
- b. The Hirer must ensure that children and vulnerable adults are protected at all times by taking all reasonable steps to prevent injury, illness, loss or damage occurring.
- c. The Hirer shall comply with all legal requirements and regulations on safeguarding, vetting and checking of persons who will be working with children or vulnerable adults during the period of hire. Such people include entertainers, service providers, supervisors, stewards or other agents..

14. OTHER PROVISIONS

- a. St John's Church reserves the right, without liability or penalty, to refuse, amend or cancel any booking at any time.
- b. The Hirer may not assign, charge or deal in any other manner with any of the rights or obligations under the Terms, or transfer, delegate or sub-contract any of its said rights or obligations without the prior written consent of St John's Church.
- c. St John's Church reserves the right, without liability or penalty, to refuse, amend or cancel at any time.
- d. Nothing in the Terms is intended to confer any benefit on any person who is not a Party to it, under the Contracts (Rights of Third Parties) Act 1999.
- e. No failure or delay by either party in exercising any of its rights under these Terms shall be deemed to be a waiver of such rights, and no waiver by either party of any breach of the Terms by the other shall be considered as a waiver of any subsequent breach of the same or any other provision
- f. If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Terms and the remainder of the provision in question shall not be affected.
- g. The construction, validity and performance of the Terms shall be governed in all respects by English law, and the parties hereby submit to the exclusive jurisdiction of the English courts.