



ST MARY'S CHURCH, ALVERSTOKE 2022

PARISH CENTRE HIRING APPLICATION FORM AND CONDITIONS

KEY COLLECTION TO BE ARRANGED

PLEASE NOTE IMPORTANT SAFEGUARDING POLICY INFORMATION ATTACHED TO THIS FORM

1.1 Dates(s) required:

Date			Time from	
(Hours)	3		to	

PARTIES The Parish Centre Management Committee & *Please add your name*

1.2 The Parish Centre acting by its management committee. In fulfilling their charitable obligation, the Parochial Church Council (PCC) as trustees of St Mary's Church Parish Centre, reserve the right to ensure that all activities within the centre are not, in the opinion of the PCC, contrary to the principles, values and faith of the Church of England.

1.3 The person or organisation named in clause 2.2 a ("Hirer").

AGREED as follows:

2. In consideration of the hire fee described in clause 2.3, the Parish Centre agrees to permit the Hirer to use the premises described in clause 2.4 for the purpose described in clause 2.5 for the period(s) described in clause 1.1. The details inserted in sub-clauses 1.1 to 2.5 below and the answers to the questions in sub-clauses 2.6 and clause 2 are terms of this agreement. This Hiring Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

2.1 Parish Centre

(a)	Registered Charity No	1130178
(b)	Authorised Representative	Mrs K A Warstone
	Address	St Mary's Parish Centre, Green Road, Alverstoke Gosport, Hampshire PO12 2ET
	Telephone Number	02392 580551
	Email address	

2.2

		Hirer:
(a)	Name	
(b)	Organisation (if applicable)	
(c)	Charity Number (if applicable)	
(d)	Name of Organisation's Authorised Representative	
	Address	
	Contact Telephone Numbers	
	Email address	

2.3 Hire Fee's as of 1st June 2022

Hall: **£28.00** per hour; Charity rate **£20.50** per hour
 Lounge: **£16.00** per hour; Charity rate **£12.50** per hour
 Kitchen - teas and coffee **£5.00** cold buffet & takeaway **£15.00**
 Cooking hot food **£25.00**.

Kitchen rates one off payment, not hourly

Payment required in full

Office to complete:

- Payment can be made by the following methods:
- Cash to the Parish Centre Office
- Card Machine in Parish Office
- Cheque payable to St Mary's Alverstoke PCMC
- Bank transfer to Sort Code 30-93-56 Account No 00345925

Payable on the signing of this contract.

Security deposit

£100 cash for full day events & parties
 £50 cash for other events
 £75 cash deposit for hot food cooking in kitchen
returnable after event (please ask for details)

The security deposit must be paid in cash and will be refunded within 28 days of the termination of the period of hire, provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the Parish Centre about noise or other disturbance during the period of the hiring as a result of the hiring.

2.4 Premises (please tick all required)

Hall	<input type="checkbox"/>
Lounge	<input type="checkbox"/>
Kitchen	<input type="checkbox"/>
Storage of equipment	<input type="checkbox"/>

2.5 Purpose/description of hiring

Will this be a public/private event?

2.6

Is food to be provided at the event? (cooked/cold)

3. The Parish Centre 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 (must be completed by the committee)	Times for which the activity is licensed (must be completed by the committee)	Indicate activities to take place at your event (must be completed by the hirer)
a. The performance of plays	<input type="checkbox"/>	0900 - 2300	<input type="checkbox"/>
b. The exhibition of films	<input type="checkbox"/>	0900 - 2300	<input type="checkbox"/>
c. The performance of live music	<input type="checkbox"/>	0900 - 2300	<input type="checkbox"/>
d. The playing of recorded music	<input type="checkbox"/>	0900 - 2300	<input type="checkbox"/>
e. The performance of dance	<input type="checkbox"/>	0900 - 2300	<input type="checkbox"/>
f. Entertainments similar to those	<input type="checkbox"/>	0900 - 2300	<input type="checkbox"/>

in a – e			
g. Making music		0900 - 2300	
h. Dancing		0900 - 2300	
i. Entertainment similar to those in g – h		0900 - 2300	
j. The sale of alcohol		0900 - 2300	

If you answer yes to the above question, you will need to apply to Gosport Borough Council for the grant of a Temporary Event Notice (TEN). A copy of this notice must be provided to the Parish Centre Management Committee.

3.2 The hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers. *Please note the total number in the Parish Centre at one time must not exceed 120 (one hundred and twenty).*

Main hall	120	<i>Insert appropriate room names and capacities</i>
Lounge	30	

3.3 Where a licensable activity will take place, the hirer hereby acknowledges receipt of a copy of the conditions of the Premises Licence and/or operating Schedule for the premises, in accordance with which the hiring must be undertaken, and agrees to comply with all obligations therein.

3.4 The hall has a licence with the Performing Right Society for the performance of copyright music.

3.5 In order to hold a licensable activity on the premises or on part of the premises not covered by the hall's Premises Licence or where a hall does not have a Premises Licence, a Temporary Event Notice (TEN) will need to be given to the licensing authority.

The Hirer shall provide the management committee with a copy of the Temporary Event Notice at least two weeks prior to the event. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the hall management committee and local voluntary organisations.

4.The Hirer agrees with the Parish Centre to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

5.It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence (see clause 3) or that the Parish Centre management committee deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Parish Centre and the Hirer.

6.None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

As Witness the hands of the parties hereto:

Signed by the person named at 2.1 above, duly authorised, on behalf of the Parish Centre's Management Committee

Signed by the person named at 2.3(a) above, duly authorised, on behalf of the organisation named at 2.2(a) above, where applicable

Please note that signatures do not need to be witnessed.

GDPR General Data Protection Regulation

In completing this form, you are consenting to the PCC of the Parish of Alverstoke – St Mary's with St Faith and St Francis to holding your personal data for the purpose of hiring.

Your data will be stored electronically and/or manually in accordance with the current data protection legislation for Church administrative purposes and not shared with a third party. Our privacy notice is available on our website www.stmarysalverstoke.org.uk

STANDARD CONDITIONS OF HIRE

These standard conditions apply to all hiring of the Parish Centre. If the Hirer is in any doubt as to the meaning of the following, the Parish Centre secretary should immediately be consulted.

Age The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

2. Supervision The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; 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. As directed by the Hall Secretary, the Hirer 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.

3. Use of premises The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement 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 thereon without written permission.

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

5. Licensable activities The Hirer shall ensure that the Parish Centre holds a Performing Society Right Licence which permits the use of copyright music in any form, e.g. record, compact disc, tapes, radio, television or by performers in person. If other licences are required in respect of any activity in the Parish Centre the Hirer should ensure that they hold the relevant licence, or the Parish Centre holds it.

6. Public safety compliance The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the hall's Fire Risk Assessment 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. The hirer shall also comply with the hall's Health and Safety policy.

(a) The Hirer 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.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- 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.
- That there are no obvious fire hazards on the premises.

7. Means of escape

(a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

(b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

8. Outbreaks of fire The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the management committee.

9. Health and hygiene The Hirer 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.

10. Electrical appliance safety The Hirer 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. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

11. Insurance and indemnity

(a) The Hirer shall be liable for:

(i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises

(ii) all claims, losses, damages, and costs made against or incurred by the Parish Centre management committee, their employees, volunteers, agents, or invitees 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 Hirer, and

(iii) all claims, losses, damages and costs made against or incurred by the Parish Centre management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Parish Centre management committee and the Parish Centre employees, volunteers, agents and invitees against such liabilities.

(b) The Parish Centre shall take out adequate insurance to ensure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Parish Centre shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each member of the Parish Centre management committee and the Parish Centre's employees, volunteers, agents, and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Parish Centre does not ensure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to ensure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Parish Centre secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another hirer.

The Parish Centre is insured against any claims arising out of its **own** negligence.

12. Accidents and dangerous occurrences The Hirer must report all accidents involving injury to the public to a member of the Parish Centre management committee **as soon as possible** and complete the relevant section in the Parish Centre's accident book. Any failure of equipment belonging to the Parish Centre or brought in by the Hirer must also be reported **as soon as possible**. The Bookings Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

- Telephone: 0845 3009923
- Facsimile: 0845 3009924
- Website: the HSE website: www.hse.gov.uk
- Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG
- The postcode for emergency calls is **PO12 2ET**

13. Explosives and flammable substances

The hirer 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.

(c) No fireworks of any description are to be brought into the Parish Centre or grounds.

14. Heating The Hirer 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 shall not be used.

15. Drunk and disorderly behaviour and supply of illegal drugs The Hirer 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.

16. Animals The Hirer 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 Parish Centre. No animals whatsoever are to enter the kitchen at any time.

17. Compliance with the Children Act 1989 The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate **Disclosure and Barring** checks and, from 2010, comply with ISA requirements have access to the children. Checks will also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Parish Centre management committee with a copy of their DBS check and Safeguarding Policy on request. **Safeguarding Policy attached to hiring form.**

18. Fly posting The Hirer 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 Parish Centre 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.

19. Sale of goods The Hirer 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 Hirer 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.

20. Film shows Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

21. Cancellation If the Hirer wishes to cancel the booking before the date of the event and the Parish Centre is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Parish Centre. The Parish Centre reserves the right to cancel this hiring by written notice to the Hirer 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

(a) the Parish Centre 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

(b) the premises becoming unfit for the use intended by the Hirer

(d) an emergency requiring the 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 any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Parish Centre shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

22. End of hire The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Parish Centre shall be at liberty to make an additional charge.

23. Noise The Hirer shall take note that the Parish Centre is in a residential area and make every effort to ensure that neighbouring properties are not subjected to unreasonable noise or any other form of nuisance. The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

24. Stored equipment The Parish Centre 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 Parish Centre may use its discretion in any of the following circumstances:

(a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended

(b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Parish Centre management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

25. 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 Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Parish Centre remain in the premises at the end of the hiring. It will become the property of the Parish Centre unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

26. No rights The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

27.Dangerous and unsuitable performances Performances involving danger to the public or of a sexually explicit nature shall not be given.

28.Smoking The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. This includes vaping.

June 2022 KW

