

St John the Evangelist, Bexley – Terms and Conditions for the regular hire of the Church Hall

1. Introduction

This document provides the Terms and Conditions governing the hire of The Church Hall of St John the Evangelist Church, Bexley situated at 25 Parkhill Road, Bexley, Kent, DA5 1HX. This document covers regular hires and should be read in conjunction with, and forms part of, the Contract of Hire between the Hirer ("You") and St John the Evangelist PCC ("we" "the PCC").

The Hall is managed on behalf of the PCC by a Hall Management Committee ("HMC"). Contact details of the current Hall Lettings Secretary ("the Secretary") and HMC Chair are given on the checklist.

2. Hire term

The day, start and end times of the hire are shown on the Contract of Hire. These include setting up and clearing away time. Use of the Hall outside these times may be charged at the excess time rate.

The Hall is reserved for the Hirer on the day and times given in the Contract of Hire every week of the year. If the Hirer tells the Secretary in writing at least 6 weeks in advance that a date is not required, the Hirer will not be charged for that date which can then be made available to other Hirers. Hire fees will be payable for any date not notified to the Secretary.

3. Deposit

The required deposit is stated on the Contract of Hire and must be provided to the Secretary with the initial Hire Fee. Where the deposit has been used to make good damage etc. the Hirer will be required to bring the deposit back to the contracted level.

4. Hire Fees

The Hire Fee is due monthly in advance and is to be paid on or before the 1st day of each month to the Secretary.

4.1. Late payment

If we have to write to you regarding late payment we reserve the right to charge an administration fee of £10 and interest at 4% above the Bank of England base rate prevailing. Persistent or prolonged late payment may result in termination of this agreement.

4.2. Returned cheques

If the payment of a cheque is refused the Hirer is responsible for paying all bank charges plus a £10 administration fee for each time we write to you. Repeat payment refusal may result in the facility to pay by cheque being withdrawn.

5. Review of hire rates

We will review the hire rates annually in the summer and inform the Hirer before the 1st August of the rate for the 12 months from the following 1st September. However, we reserve the right to change the hire rate during the course of the year if our costs, particularly energy costs, have

increased significantly. We will give at least one month's notice of any change in rates.

6. Cancellation

6.1. Cancellation by the PCC

If the Hall is required for church purposes we will give 6 weeks' notice. The Hirer may choose an alternative date/time subject to availability for which the Hirer will be charged half fee. Alternatively a full refund will be provided. If we require the hall at less than 6 weeks' notice this will be subject to separate negotiations.

6.2. Cancellation by you

If you do not use the Hall for any particular session the full fee remains payable unless the Secretary has been informed in writing at least 6 weeks in advance.

6.3. Force Majeure

If the Hall is not available due to circumstances beyond our control including, but not limited to, fire, flood, loss of power supply etc. hire fees will be refunded for the dates concerned. This is the limit of our liability.

If access to the Hall is prevented by the emergency services or any other cause no refunds will be payable.

If the Hall is available but some of the facilities are not available (e.g. failure of the heating) the Hirer should discuss the matter with the Secretary. Refunds of hire fees will be made, where appropriate, up to the limit of the Hire Fee.

Hirers are advised to consider arranging their own insurance to cover the non-availability of the premises.

7. Technical information

The Hall has strict conditions imposed upon it by the London Borough of Bexley. Because of this, any amplification equipment and speakers MUST be sited between the two storage room doors. When in use, the windows at the car park end of the Hall must be closed.

An Environmental Sound Limiter (ESL) will disconnect the ring main sockets if sound goes above the pre-set level or if the fire doors at the car park end of the Hall are opened. The Hirer and the operator of the equipment are responsible for ensuring that it is safe to reset the ESL system. We are not liable for any loss or damage that may occur from the operation of the ESL.

8. Advertising and Promotion

Regular bookings with contact details are listed in the Parish Magazine which is published bi-monthly (unless requested otherwise by the Hirer). New Hirers may place one full page advertisement free of charge in the Parish Magazine at the beginning of their hire. This may be in the issue before or after the beginning of the hire depending on copy dates and space availability. All Hirers may receive a 10% discount on the standard advertising rates for the Parish Magazine.

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Subject to available space, all Hirers may place one A4 poster on the noticeboard in the church porch and one A5 poster on the noticeboard by the Hall main entrance.

Any other promotional material, e.g. banners, A boards, are subject to agreement by the HMC.

Advertisements and other publicity material must not imply that the activities of the Hirer are supported or endorsed by the PCC unless agreed in advance in writing.

9. Access to the Premises

The PCC, its officers and representatives have the right to enter the Premises at any time.

10. Keys and Security

10.1. Keys

The Hirer will be issued with a key to the Hall and given instruction on the use of the alarm system at the beginning of the hire. The Hirer is responsible for the safekeeping of the key, no mark or label should be attached to the key to identify what it is. The key must not be copied. If the key is lost it must be reported immediately to the Secretary or HMC Chair. If it is suspected the key has been stolen the Hirer must report it to the police and a crime number obtained.

The Hirer must pay for the cost of a new key and is responsible for any irrecoverable costs to the PCC resulting from the loss of the key. Additionally the Hirer's deposit may be forfeit.

10.2. Alarm code

The Hirer will be given the code to the alarm system. This must be kept secret and not revealed to any other person without the Hall Secretary's written permission. It must not be recorded in any way that identifies the premises.

11. Use of the premises

The PCC does not warrant that the premises are fit either legally or physically for the purpose stated by the Hirer.

The Hirer is responsible at all times for any loss or damage incurred, or for any failure to observe these Terms and Conditions.

No part of the premises may be used for purposes other than those stated in the Contract of Hire, neither may the hiring be sub-let or assigned without written permission of the PCC.

The maximum number of cars permitted in the car park is 17. Vehicles must not be parked in the access road.

It is illegal to smoke in any part of the Hall and the consumption of alcohol is not permitted in any part of the premises.

12. Health and Safety

No items may be brought onto the premises which, in the opinion of a PCC representative, represent a potential health and safety hazard or may cause damage to the premises. The PCC representative's opinion is final. The Hirer's checklist provides examples of such items.

All escape routes must be kept clear at all times, including the main entrance, fire doors and the door to the office.

In the event of fire, or suspicion of fire, the Hirer must organise the evacuation of the Hall, call the Fire Brigade and inform the Secretary or HMC Chair immediately. Guidance in the event of fire is given on the reverse of the Hirer's checklist.

The Hirer must report all accidents involving injury to the Secretary as soon as possible. Details must be recorded in the accident book located in the kitchen.

The Hirer must ensure any electrical appliances brought onto the premises with permission are safe, in good working order, are professionally tested annually and used in a safe manner.

No children under 15 years are allowed in the kitchen.

13. Supervision

The Hirer must ensure adequate supervision is provided at all times either personally or by another responsible adult, over 21 years of age, who is aware of the Terms and Conditions of hire and the PCC Child Protection and Vulnerable Adult Policies and procedures. They are responsible for the proper conduct of all persons using the premises and for keeping unauthorised persons out of the premises. The Hirer accepts responsibility for, and will implement, the PCC's Child Protection and Vulnerable Adult Policies, copies of which are provided and also displayed in the Hall.

14. Good order and nuisance

Hirers should ask attendees to respect the neighbours regarding noise in the car park. Under the Control of Pollution Act 1974 (as amended), "A resident affected by excess noise after 11pm may claim compensation from the hirer of the premises emitting the noise".

The PCC, its officers and representatives have the right to undertake their functions without harassment or abuse. Abuse or harassment will be reported to the police and the deposit forfeit.

15. Recording and Broadcasting

Audio and/or visual recording is permitted for domestic, non-commercial purposes only. Any recording or broadcasting in any medium for commercial purposes is prohibited unless agreed in advance by the PCC. This will be subject to a separate agreement and fee.

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16. Compliance with statutes

The Hirer must ensure that the terms of every statute regulating how the Hall is used are complied with and that any necessary licences (including music, public dancing entertainments, plays etc.) are obtained and any conditions of those licences complied with. These include but are not limited to compliance with statutes relating to: the preparation and serving of food; working with or caring for children and vulnerable adults; and health and safety. Copies of licences etc. must be provided to the Secretary on request.

17. Copyright and performance protected material

Where copyright or performance protected material is played, shown or otherwise disseminated it is the Hirer's responsibility to ensure the necessary licences are obtained and fees paid

18. Hired Personnel

The Hirer is responsible for the actions of any hired personnel and must ensure such people are aware of these Terms and Conditions and the PCC's Child Protection and Vulnerable Adult Policies.

19. At the end of each session

The Hirer is responsible for ensuring that the premises are ready to be vacated by the End time shown in the Contract of Hire.

The premises must be left in a clean and tidy condition and all rubbish removed. Any damage must be reported to the Secretary as soon as possible.

Unless a PCC representative is present or the incoming hirer is present the Hirer must ensure that the premises are empty, all lights, including the drive and car park lights, are turned off, doors and windows closed, the alarm set and the Hall secured.

20. Insurance

Hirers should make their own insurance arrangements to cover their activities.

21. Liability

Unless caused by its negligence, the PCC, its officers, and the HMC are not liable for any accident, or injury to, or by the users (including any person engaged by the users or Hirer) on the premises during the period of hire and usage, nor for the loss of, or damage to property left on the premises at any time, including vehicles and/or their contents. This should be made known to all users.

The Hirer will fully indemnify the PCC against losses and demands made against or suffered or incurred by the PCC arising out of the Hirer's use of the premises.

The Hirer agrees to pay all such rates, taxes, assessments and other liabilities that may be imposed on the PCC as a result of the Hirer's use of the premises. Where, as a result

of the Hirer's use of the premises, these are higher than the PCC would otherwise pay, the Hirer must pay the additional sums

22. Data Protection

Hirers should be aware that their contact details and details of their hire may be held on computers owned and operated by Hall Management Committee members. This information will be kept confidential and only used for the purposes of managing the Hall. It will not be shared with any third party except where required by law.

23. Termination

The contract of hire may be terminated by either party by giving at least 4 weeks' notice in writing.

We may terminate the contract without notice in case of breach of these terms and conditions especially clauses 4 and 11 to 16.

At the termination of hire all Hirer's property on the premises must be removed immediately and the key returned. Following termination the deposit will be returned, less any deductions for outstanding hire fees and/or breaches of the terms and conditions, within 2 weeks.

If any property of the Hirer is left behind after a period of authorised use the PCC may sell it and retain the proceeds, store it and charge the Hirer for such storage or dispose of it otherwise at the PCC's sole discretion.

24. Persistence of clauses and Severance

Following termination of the contract the following clauses will remain in effect: 4, 21 and 22.

If any clause is found to be invalid it is deleted and the remaining clauses remain valid.

25. Law and Jurisdiction

This agreement is subject to English Law and the exclusive jurisdiction of the English Courts.