

St John the Evangelist, Bexley – Terms and Conditions for a single organisational 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 single hires by organisations and should be read in conjunction with, and forms part of, the Contract of Hire between the Hirer ("You") and St John the Evangelist, Bexley PCC ("we", "the PCC").

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

2. Hire term

The date, start and finish 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.

3. Payment

3.1. Deposit

The required deposit is stated on the Contract of Hire. Unless agreed by the Secretary, this will normally be in the form of a cheque and must be provided to the Secretary with the Hire Fee.

3.2. Hire Fees

The Hire Fee must be paid in full at the time of booking.

3.3. 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.

4. Cancellation

4.1. Cancellation by the PCC

In the unlikely event that we have to cancel a booking because the Hall is required for church purposes we will give 6 weeks' notice. The Hirer may choose an alternative date subject to availability for which the Hirer will be charged half fee, alternatively a full refund will be provided.

4.2. Cancellation by you

If you cancel the booking refunds will be given as follows:

Over 42 days before the Hire Date	Full refund
22-42 days before the Hire Date	Half refund
21 days or less before the Hire Date	No refund

4.3. 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.

5. 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.

6. Access to the premises

A PCC representative will be present to open the Hall and provide a tour of the premises. The representative will endeavour to be present 15 minutes before the Start Time of the hire but this is not guaranteed.

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

7. 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.

8. Health and Safety

No items may be brought onto the premises which, in the opinion of the 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 nominated contact point. Guidance in the event of fire is given on the reverse of the Hirer's checklist.

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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 that any electrical appliances brought onto the premises with permission are in good working order, professionally tested and used in a safe manner.

No children under 15 years are allowed in the kitchen.

9. 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.

10. 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.

11. 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.

12. 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 are obtained and comply with any conditions of these licences. 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.

13. 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

14. 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.

15. At the end of the hire

The Hirer is responsible for ensuring that the premises are ready to be vacated by the End time shown in the Contract of Hire. A PCC representative will be present at the end of the hire to inspect and secure the Premises.

The Premises must be left in a clean and tidy condition and all rubbish be removed. Any damage must be reported to the PCC representative before vacating the premises. If the PCC is likely to incur additional costs as a result of damage, additional cleaning, recovery of loose balloons or for any other reason or if the hire period has been exceeded the PCC Representative will retain the deposit until these costs or excess charges are determined. Hirers are liable for any additional costs. This liability is not limited to the deposit.

16. Insurance

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

17. Liability

Unless caused by its negligence the PCC, its officers, and the HMCare 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 from the Hirer's use of the premises.

18. Data Protection

Hirers should be aware their contact details and details of their hire may be held on computers owned and operated by HMC 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.

19. Termination

The contract may be terminated before the completion of the hire in case of breach of these terms and conditions especially clauses 3 and 8 to 12

20. Persistence of clauses and Severance

Following termination of the contract the following clauses will remain in effect: 3, 17 and 18.

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

21. Law and Jurisdiction

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