

Peter Aubertin Hall
Elmore Road, Chipstead
Surrey, CR5 3SG

Hire Agreement, Occasional Hirer

| | |
|---|----------------------------|
| Hirer _____ Organisation _____ | |
| Name of Organisation's Authorised Representative _____ | |
| Address _____ | |
| _____ Postcode _____ | |
| Telephone: Day _____ Evening _____ | |
| Mobile _____ E-mail _____ | |
| Event/ Activity _____ | |
| Details of event/activity _____ | |
| Approximate numbers attending _____ | |
| Date(s) and time(s) of hiring including setting up and clearing away: | |
| Day _____ Time (from) _____ (to) _____ | |
| Dates _____ | |
| Will there be: Alcohol Yes / No Music of any kind Yes / No A religious event..... Yes / No Need of the kitchen..... Yes / No | Please give details: |
| Facilities required: | |
| Cost of Hire | |
| No Damage and Good Order Deposit | |
| TOTAL | |
| This Hire Agreement includes the Standard Conditions of Hire, at pages 2-4. | |
| This Agreement is made on the _____ day of _____ 2____, between St Margaret's PCC (Standard Hire Conditions Para. 1) and the Hirer, whereby in consideration of the monies referred to above St Margaret's PCC agrees to permit the Hirer to use the Premises (Std Conditions Para.2) for the purposes described above. | |
| The Hirer agrees to observe and perform the provisions and stipulations contained or referred to in the Standard Conditions of Hire as attached hereto | |
| I have paid Hire Fee £_____ and "No Damage and Good Order" Deposit £_____ | |
| Signed _____ | |
| Name _____ | |
| BACS Details for return of damage deposit | |
| Name on Account: | Sort Code: Account Number: |

Peter Aubertin Hall: Standard Conditions of Hire

1. **'St Margaret's PCC'** means the Peter Aubertin Hall which is administered and managed by the Parochial Church Council of St Margaret's Church in the Parish of Chipstead.
2. **'The Premises'** means all that building and land situated and known as the Peter Aubertin Hall, Elmore Road, Chipstead, Surrey CR5 3SG.
3. **Acceptance of Conditions** – The use of the Premises is permitted only on the following conditions and completion of the Hiring Agreement shall constitute an acceptance of the conditions set out below.
4. **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. As directed by the 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.

5. Use of the Premises –

(a) 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.

(b) St Margaret's PCC does not allow the Premises to be used for the consumption and/or sale of drugs, the sale of alcohol, gaming, gambling or lotteries (other than raffles or lotteries for other than money prizes), fortune telling or any other occult practice, or any activity which is not consistent with the aims and practices of the Church of England.

(c) The Hirer shall not permit more than 100 people to be inside the Premises at any one time, nor allow such persons to park their vehicles on Elmore Road or the High Road. The Hirer and his guests are permitted to use the Meads car park provided that they do not cause any obstruction, inconvenience or danger to any other car park users, the neighboring properties or the general public.

(d) Depending upon the period of hire, and to comply with the Premises License the Hirer shall not enter the Premises before 8am and shall cease activities at 11pm, and vacate the Premises by 11:30pm.

(e) The Hirer shall ensure that the Premises are clean, tidy, and free from rubbish and damage before vacating the same. Any rubbish is to be taken away and disposed of legally by the Hirer. On leaving the Premises the Hirer will ensure that all windows are closed, that the central heating thermostat is lowered, that all electrical (excluding the automatic wall fan in the kitchen) and gas appliances (excluding the water heater and the central heating boiler) and all lighting, except for the emergency lighting, are turned off before returning the keys to St Margaret's PCC's Representative. Failure to comply with this will result in forfeiture of the No Damage and Good Order Deposit (Clause 9b).

6. Cancellation St Margaret's PCC 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 an election

(b) the Premises being required by Tadworth Art Group for a long weekend usually in May

(c): (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.

(d) the Premises becoming unfit for the use intended by the Hirer.

(e) an emergency requiring 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 Hire Fee already paid, but St Margaret's PCC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

7. Force Majeure – St Margaret's PCC shall not be liable for any loss or damage caused by any interruption in or failure to provide any part of the Premises where such failure is due to causes beyond the control of St Margaret's PCC

8. Insurance and Indemnity – (St Margaret's PCC is insured against any claims arising out of its own negligence.)

(a) The Hirer shall indemnify St Margaret's PCC and keep indemnified each member of the PA Hall Management Committee and the PA Hall's employees, volunteers, agents and invitees against:

(i) the cost of repair of any 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 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 suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the Premises by the Hirer.

(b) The Hirer shall take out Public Liability (third Party) Insurance to a minimum limit of indemnity of £2 million to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 8(a) and all claims arising as a result of the hire, and on demand, shall produce the policy and current receipt or other evidence of cover to the Secretary.

9. Payment of Hire Fees, Additional Charges –

(a) The total Hire Fee is payable on signing the Hire Agreement, or in the case of Regular Hirers, monthly on demand. Any delay in payment may result in cancellation without notice. If the Hirer cancels the booking before the date of the event, the Hire Fee may be forfeited: 14 days before the Hiring Date the whole Hire Fee is forfeited; 21 days before the Hiring Date, 50% of the Hire Fee is forfeited; 28 days before the Hiring date, 25% of the Hire Fee is forfeited. If at the time of cancellation, the Hirer concludes another booking with St Margaret's PCC then St Margaret's PCC may, in its absolute discretion, refund all or part of the Hire Fee. If St Margaret's PCC cancels the booking, then the Hire Fee will be refunded in full to the Hirer.

(b) No Damage and Good Order Additional to the Hire Fee, the Hirer will pay a "No Damage and Good Order Deposit" against the cost of damage, replacement of fittings, lost keys and the costs of cleaning where damage is caused during the Hiring or when the Hirer fails to leave the Premises clean, tidy and free from rubbish. The Deposit will be refunded to the Hirer if St Margaret's PCC is satisfied that the Hirer has complied with sub-clause 5(d) hereof. If the Hirer has not complied with sub-clause 5(e), either in whole or in part, then St Margaret's PCC may retain all or part of the Deposit as it, in its sole discretion, sees fit. This Deposit may be waived for Regular Hirers.

(c) St Margaret's PCC will review Hire Fees annually; any change will be effective from the following January.

10. Loss of Property – St Margaret's PCC and its officers and employees accept no responsibility for damage to, or the loss or theft of property or effects belonging to the Hirer or any third party either hired by or assisting the Hirer at the Premises.

11. Public Safety Compliance. The Hirer shall abide by the St Margaret's Church's Health and Safety Policy, and comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, the Licensing Authority.

(a) The Hirer acknowledges that they have received instructions 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.

(b) In advance of use the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all means of exit from the Premises are free from obstruction and immediately available for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the Premises.
- That a responsible person has a mobile telephone available for calls to the Emergency Services.

12. Health and Hygiene The Hirer shall observe all relevant food health and hygiene legislation and regulations. St Margaret's PCC only provides basic facilities for the preparation of pre-prepared food and access to hot water. The Hirer shall ensure that all surfaces to be used for the preparation of food are washed down and disinfected before use. The Hirer shall further ensure that only competent adults use the facilities provided for the preparation of food and drinks and not bring onto the Premises or allow any discharge into the sinks, drains or sewers any oil, grease, harmful, objectionable, dangerous, poisonous or explosive substances.

13. 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 have undergone a Portable Appliance Test (each appliance must display a current PAT sticker) and be 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.

14. Accidents and Dangerous Occurrences The Hirer must report all accidents involving injury to the public or failure of equipment belonging to the Premises to a member of the PA Hall Management Committee as soon as possible and complete the relevant section in the PA Hall's Accident Book. Certain accidents/injuries must be reported to the local authority in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

15. Compliance with Safeguarding Policies The Hirer shall ensure that children and adults who may be vulnerable are protected at all times by taking all reasonable steps to prevent injury, illness, loss or damage occurring and will carry full liability insurance for this. The hirer will ensure that CRB checks are carried out as and when necessary and that the procedures and guidelines detailed in St Margaret's Church Safeguarding Policy are complied with as applicable. Regular Hirers will be required to make a declaration of compliance. (Form for Regular Hirers of Church Premises).

16. Noise and Misbehaviour. The Hirer will be responsible for proper supervision, quiet and orderly conduct, protection of the occupants and contents and keep the Premises free from damage and ensure that no nuisance is caused to the occupiers of any neighbouring premises.

17 Safety

The PA Hall has a NO SMOKING policy. The Health and Safety File and First Aid kit are kept in the foyer. The Hirer shall ensure:

- no bolts, nails, tacks, screws, pins, hooks, strong adhesive or other such objects are used in or on any part of the Premises.
- no more than 6 chairs are stacked on top of each other in the storage cupboard.
- The No Smoking policy is complied with.
- Explosives and Flammable Substances The hirer shall ensure that highly flammable substances are not brought into, or used in any part of the Premises and that 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.
- Heaters. The Hirer shall ensure that no unauthorised heating appliances shall be used on the Premises.

18. Security The Hirer shall keep the Premises secured at all times during the hire period against

unauthorised users and will indemnify St Margaret's PCC from and against all actions, expenses, claims, damages and demands arising from or in consequence of, the non observance or non performance of this condition

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.

20. 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 Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of St Margaret's PCC remain in the Premises at the end of the hiring. It will become the property of St Margaret's PCC unless removed by the Hirer who must make good to the satisfaction of St Margaret's PCC or repair any damage caused to the Premises by such removal.

21. No Rights - This Hire Agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the Hirer.

22. Documents: The following documents are available in the PA Hall

- a. Health and Safety Policy and Accident Book
- b. Location and Use of Fire Equipment by Hirers
- c. Safeguarding Policy

23. Keys: The Hirer must make arrangements to collect and return the keys from/to the Corner Shop/Post Office at 2 Station Parade, Chipstead, Coulsdon, Surrey, CR5 3TE on the day of the hire and must return the same at the end of hire period. Keys for Sunday afternoon or evening hire periods should be collected during Sunday morning trading hours and must be returned the following morning. Keys used for evening hire periods must be returned the following morning. Please note that the shop is closed on Bank Holidays so any keys due to be returned on such a day must be retained and returned to the Shop on the day following the Bank Holiday .

