

# **LETTING AGREEMENT FOR THOSE WHO HAVE BOOKED THE CHURCH HALL of St Dunstan's Church Monks Risborough**

## **INTRODUCTION**

The Church Hall is administered by the booking secretary on behalf of St Dunstan's Parochial Church Council (the PCC). The booking and letting agreements are between the Hirer and the PCC. The following document sets out the Lettings Policy and Agreement in relation to the letting of the Church Hall to the Hirer by the PCC, allowing the letting on dates and times agreed between the two parties. This policy document takes into account consideration of The Equality Act 2010.

The use of the premises is permitted by the PCC on the understanding that the following rules are adhered to at all times. Once you, the Hirer, have confirmed a booking to use the premises, you are automatically bound by all terms and conditions of usage of the premises. The PCC have the right to vary these terms and conditions at any time. The Hirer is personally responsible for ensuring that all terms and conditions of our letting policy are adhered to.

## **PRIMARY INTENT**

1. The Church, including its rooms (the premises), is an important historical building and a significant part of our history and heritage. The PCC and its Officers have the responsibility for maintaining it for use and enjoyment by future generations.
2. The hall is primarily to be used for the hosting and promoting of Church activities.
3. A secondary function of the hall is to act as a resource to the wider Church, other Christian organisations and the community through Church activities, Church sponsored activities and suitable community activities which help to build bridges between the Church and the local community.

## **LETTING RESTRICTIONS**

1. The Church's attitude towards an application for the use of the premises will be a positive one. The PCC will seek to encourage appropriate organisations to use the premises for meetings and activities, where such meetings are complementary to the Church's regular activities. The PCC may request references from a new user before agreeing a booking.
2. The PCC has published constraints on the bookings it will allow, related to its Christian beliefs, and will also not accept bookings where they may impact on Church life.
3. Out of respect to other users and our neighbours surrounding the premises, the PCC expects all users to conduct themselves in a reasonable and courteous manner whilst on the premises, and when leaving the premises. Lettings will not normally be taken for events likely to create noise or other nuisance to neighbours.
4. Advertising may only be placed in any area of the premises with the direct permission of the PCC. Any advertising material (including 'pop up' signage) must be submitted to the PCC for approval. All such material must clearly display the name of the person or organisation responsible for the event, and how people can access the premises.

## **BOOKING, FEES AND CANCELLATION**

1. All booking arrangements are undertaken with the Bookings Secretary initially via the Parish Office by e-mail, [stdunstansinfo@gmail.com](mailto:stdunstansinfo@gmail.com). A fee, agreed before the booking is confirmed, will be charged for the letting.
2. The PCC may cancel any permission granted to use the premises:
  - i. If any damage has been caused to the premises or to any property of the PCC thereon by reason of any previous use of the premises by the person or body now wishing to use the premises.
  - ii. If breaches of the requirements of Buckinghamshire County Council's licensing conditions or of the Justices in connection with public dancing, music or other public entertainments occur.
  - c. If the terms and conditions of hiring are contravened in any way.

## **ACCESS AND SECURITY**

1. There will be no access to the premises before the commencement of the period. Hirers must allow sufficient time for preparation before the event when booking the time hire.
2. Hirers must have left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premises by the end of the booked period.
3. St Dunstan's does not employ a full-time caretaker; therefore the Hirer is responsible for all setting up and putting away of any equipment used.
4. Any letting of the Church Hall will require a responsible person to be present at the beginning and end of the letting period on each occasion that a letting is to take place to check that the facilities are in order. The Church Hall must not be left unattended during the period of the booking.
5. Access to the Church Hall will be agreed with the Bookings Secretary.
6. The right is reserved for a representative of the PCC or their appointed officer to enter any part of the building at any time.

## HEALTH AND SAFETY

1. Whilst the PCC will take steps to ensure the premises are safe to use, it is the responsibility of the Hirer to ensure the safe conduct of their activity during the period of hire, and for ensuring that Security, Fire and Health and Safety requirements are met.
2. The PCC has compiled two Health and Safety documents to assist the Hirer – ‘First Aid Briefing for Church Hall Users’ and ‘Evacuation Procedures for the Church Hall’; included in these documents are the requirements upon the Hirer in respect of accidents or injury.
3. All entrances and exits must be kept clear at all times and the number of people attending must be declared at the time of booking to ensure that this does not exceed the maximum number allowed.
4. There are no public telephones in the premises; the Hirer should ensure that it has access to a mobile telephone.
5. Where the hire is for commercial reasons, the hirer must ensure that any electrical equipment brought on to the premises has been subject to a Portable Appliance Test (PAT) by a competent individual, and if required provide a valid test certificate. The Hirer is not permitted to bring in supplementary heating appliances without prior agreement by the PCC.
6. It is the responsibility of the Hirer to ensure that the setting up and use of any electrical equipment brought onto the premises is undertaken such as to preserve the safety of the environment and the attendees; in particular, cables should not present tripping hazards to participants at the event and the equipment used should be electrically safe.
7. The Hirer is responsible for ensuring that any manual handling, e.g. moving of furniture or setting up of equipment, is undertaken safely.
8. Furniture, including chairs, must not be removed from the premises or taken outside unless prior permission has been granted by the PCC.
9. A strict No Smoking Policy applies to all rooms (including toilets) in all the premises. The premises are fitted with smoke alarms, which will be activated by cigarette smoke.
10. On NO account should access be gained by the loft ladder to the loft space.

## **RESPONSIBILITIES**

1. The PCC will be responsible for providing facilities as agreed in good working order throughout the letting period.
2. The Hirer will be responsible for ensuring that all users are aware of the procedures for safe and correct use of equipment and facilities, and shall report any deficiencies on the occasion of each use.
3. The Hirer shall ensure that there is a responsible adult or adults present and able to supervise at all times during the letting. This includes the Hirer ensuring that its staff and volunteers have suitable safeguarding policies in operation and that its personnel are DBS cleared as appropriate. During the period of hire, the Hirer is responsible for the orderly behaviour of individuals on the premises.
4. The Hirer must leave the Church Hall in a clean and tidy condition. Losses, breakages and damage must be reported, and paid for in full. The Hirer is required to clear up any spills and any debris and crumbs. The Hirer must report any stains or damage to the Bookings Secretary as soon as possible after the booking.
5. The Hirer agrees to indemnify the PCC against all claims, demands, actions, proceedings, damages, costs and expenses arising out of non-observance of the Terms of this Policy document.
6. There are tables and chairs available for the Hirer's use. The Hirer is responsible for setting up the Church Hall in the format and manner it requires but is required to ensure the furniture is stacked away after use.

## **INSURANCE AND LEGAL REQUIREMENTS**

1. It is the responsibility of the Hirer to effect whatever insurance they require to cover their liabilities. Insurance effected by the PCC does not extend to a Hirer's liabilities. The PCC accepts no liability for accidents, injuries, damage and/or loss of personal property as a consequence of using the premises.
2. Commercial Hirers must provide a copy of their Public Indemnity Insurance Certificate together with appropriate evidence of any other insurance prior to the lettings taking place.

3. The requirements for the issue of licences for public dancing, music or any public entertainment must be strictly fulfilled. Any failure to comply with applicable regulations will be the responsibility of the Hirer.
4. The Hirer shall indemnify and keep indemnified the respective bodies and persons from and against all loss and damage which the PCC or any property belonging to or under the control of the PCC may sustain or incur by reason of the permission to use the premises or otherwise arising out of or in connection with such user, including cost of replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons.
5. No musical works in the repertoire of the Performing Right Society may be performed in public on the premises except on payment to the Society of the appropriate fee.
6. No lecture, play, opera, dramatic or musical or other work in which copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the Hirer and all necessary fees paid. No performance of any recording device in which copyright subsists shall be given on the premises unless the previous consent of the Phonographic Performance Ltd., or other owner of the copyright has been obtained by the hirer and all necessary fees paid. The Hirer must make his/her own inquiries as to the existence of any such copyright as aforesaid. Proof of permission to use the piece of work may be required by the PCC at the time of booking.
7. The Hirer is responsible for ensuring, and must confirm to the PCC, that all volunteers/staff hold requisite DBS certificates if the hire relates to work with children or/and vulnerable adults.
8. Hirers must also have in mind the provisions of the Children's Act at any event involving children. Events for persons under 18 years of age must at all times be properly supervised by an adequate number of responsible adults, in accordance with the Children's Act. Specifically, Hirers not subject to regulation (e.g. a family party) must ensure that no person under sixteen years is permitted on the premises without adequate adult care and supervision. It is recommended that children under the age of four are individually supervised at all times.
9. The Hirer shall not use the premises for any other purpose than that specified in the Premises Hiring Agreement, and is specifically forbidden to use, or allow the use of the premises or its surrounding grounds for any illegal or immoral purpose.

## **GENERAL**

1. No intoxicating liquor shall be brought or consumed on the premises or any part thereof except where approved by the PCC. No alcoholic drinks may be sold.
2. Dogs are not permitted inside the building unless they are Assistance dogs.
3. No adhesive or fixing material may be used which may damage the fabric of the premises
4. Chewing gum is not allowed on the premises.
5. All rubbish must be taken from the premises by the Hirer and may only be deposited in the outside refuse bins with the prior permission of the PCC. No food or drink must be deposited on the ground outside the premises.
6. There are no significant parking facilities available at the premises, just one disabled parking space.
7. The Hirer is responsible for providing any catering required during the period of hire. The Church Hall has a fully-fitted kitchen which the Hirer must request to use as part of the booking process. Hirers using the kitchen must ensure that all utensils and facilities used are cleaned and properly stored after use.

## **COMPLIANCE**

1. Failure by the Hirer to comply with any or all of the terms of this Policy document where applicable, whether intentionally or not, may be deemed by the PCC to be just cause for immediate cancellation of this and any further letting or series of lettings.

## **ADMINISTRATION**

1. Management of this AGREEMENT will be overseen by the booking Secretary. This includes the acceptance and declining of bookings in consultation with the Rector and members of the Standing Committee of the PCC if necessary. The Rector will act as final arbiter if required.