13.6 The REGULAR HIRER IS LEGALLY RESPONSIBLE for any personal accident or injury arising out of the activity for which they have booked the premises.

14 FAILURE TO COMPLY
14.1 The PCC reserves the right to terminate any hire or series of hires immediately in the event of the hirer's failure to observe or perform any of the conditions and terms of hire contained herein.
It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk. The PCC accepts no responsibility for any injury to persons or damage to property arising out of the hire.

ST OSWALD’S CHURCH
Main Street, Fulford, York, YO10 4HJ
Registered Charity No. 1135631

ST OSWALD’S CHURCH HALL HIRE

TERMS AND CONDITIONS OF USE
FOR REGULAR or RECURRENT HIRE

Before making your application for booking please discuss your function with the Booking Secretary before signing the agreement form. You may need special licences from the City Council; and there may be other requirements to fulfil and we need to be involved to help from the beginning.

A hire fee will be determined on the length of use, the space required and type of equipment requested. The full amount due and terms of payment will be stated at the time of booking.

FOR FURTHER INFORMATION PLEASE CONTACT

Louise Wheatley, Booking Secretary
11 New Walk Terrace, York YO10 4BG
Tel: 01904 635939 (mobile) 07914 426744
Email: churchhall@st Oswalds.church
PLEASE NOTE:

St Oswald’s Parochial Church Council (PCC) is the governing body of St Oswald’s Church and Church Hall.

• The PCC has priority use of the hall. If any changes to or cancellation of confirmed bookings are necessary then the PCC will endeavour to give as much notice as is reasonably possible.
• The PCC also has the discretion to accept or refuse requests to hire the Church Hall.
• Regular hirers are required to take out Public Liability Insurance
• Hirers who work with children, young adults or vulnerable adults are required to provide a copy of their own Safeguarding Policy which must comply with latest government good practice guidelines

TERMS AND CONDITIONS OF HIRE

1. BOOKINGS
1.1 ‘Regular’ and ‘Occasional’
Any person or organisation wishing to hire the hall for the same purpose or activity on more than one occasion in any one month, or more than three occasions in any one year, is deemed to be a Regular hirer.
All other hall hires are deemed to be Occasional hire.
1.2 The Parochial Church Council (PCC) is unable to take bookings from persons under the age of 21 years or from any organisation or group with an unlawful or extremist background.
1.3 The person named on the agreement (‘the hirer’) is responsible for these terms and conditions of hire being adhered to, and should be present for the duration of each hire period. If he/she does not intend, or is unable, to be present for a particular hire period, written details of the person acting as deputy must be supplied in advance to the PCC for each and every occasion that the hirer is not present.
1.4 The agreement is personal to the hirer and he/she must not assign or sublet any of the benefits granted by this agreement. Nothing in the agreement is intended to have any effect of giving exclusive possession of any part of the hall to the hirer or of creating any tenancy between the hirer and the PCC.
1.5 The hirer is to use the hall only for the purpose stated in the application form.

12.2 Cars and their contents are left in the car park at the owner's risk.

13. DAMAGE, LOSS, INJURY
13.1 It is the hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk. The PCC accepts no responsibility for any injury to persons or damage to property arising out of the hire.
13.2 The regular hirer is responsible for making sure the PCC is indemnified against any damage, loss or injury that may arise as a result of their hire. Therefore REGULAR HIRERS ARE REQUIRED TO TAKE OUT PUBLIC LIABILITY INSURANCE. They also need to show a copy of their policy document to the booking secretary before the premises can be hired or continue to be hired.
13.3 If there are any costs incurred by the PCC during the hire period e.g. breakages, cleaning etc. which have been incurred as a result of the hirer's non-compliance with the Hirer's Checklist, the costs will be invoiced to the hirer. This applies to the building and the contents of rooms (toys, equipment, curtains, chairs, lighting in the Hall, the Kitchen, the Toilets and Entrance). Please notify the Booking Secretary IMMEDIATELY of any damage
13.4 Details of any accidents or incidents occurring during the use of the hall, including details of any witnesses, apparatus etc. involved, must be recorded in the Incident Book, located in the kitchen. This must be done as soon as possible and in all cases within 24 hours. Any apparatus or equipment involved must be retained for inspection by law. The hirer must record the accident or incident in the INCIDENT LOG BOOK in the Church Hall kitchen near the First Aid kit. Witnesses are required and you must record:
• Name, address and telephone number of person(s) injured
• Exact time and place of the occurrence
• Detailed description of accident or incident, including a description of any apparatus or equipment involved (Any apparatus or equipment involved must be retained for inspection).
• Name, address and telephone number of any witnesses
• Signed witness statements should be obtained if appropriate
13.5 In the event of an incident/accident the hirer must notify the Booking Secretary (contact details on first page) immediately, preferably while on the premises. The Booking Secretary will notify church officials as soon as possible after the accident, but in any event within 24 hours
9. CLEANING
9.1 The hirer shall, at the end of each hire period, leave all areas of the hall in a clean, tidy and in an orderly state as detailed in the separate Hirer’s Checklist. The Checklist forms part of these terms and conditions of hire. If kitchen crockery is used these must be washed, dried and put away; other equipment put away; tables folded and stored; and chairs lined up against the walls.

10. EXITING THE BUILDING
10.1 The hirer is responsible for the security of the hall for the duration of each hire period. At the end of each hire period and before leaving the hall, the hirer must ensure that the hall is safe and secure as detailed in the Hirer’s Checklist (see attached sheet).
10.2 The hirer is required to provide their own bin bags and remove all their rubbish from the premises.

11. CANCELLATIONS / CHANGES TO BOOKINGS
11.1 The PCC has priority use of the hall. If any changes to a confirmed booking are necessary then the PCC will endeavour to give as much notice as is reasonably possible.
11.2 If, due to an emergency or unforeseen circumstance, the PCC considers it necessary to cancel a booking, the PCC will refund the booking fee in full. However, the PCC shall not be liable to pay any compensation to the hirer or any other person due to cancellation.
11.3 The PCC reserves the right to terminate the hire or cancel the booking if it finds or suspects that the hirer is using or is intending to use the hall for any activity other than that stated on the application form.
11.4 If a regular hirer wishes to CANCEL ONE OCCASION of hire and gives as much notice as is reasonable, then no charge will be made. To TERMINATE A REGULAR BOOKING then 28 days’ notice must be given to the PCC.

12. LOST OR DAMAGED PROPERTY
12.1 The PCC will not under any circumstances accept responsibility or liability in respect of any loss of or damage to any property, articles or items placed or left in the hall by or on behalf of the hirer or any other person, or in connection with the hire.

1.6 The hire period includes the setting up, preparation, clearing up, cleaning and exiting of the hall and grounds.
1.7 The use of the hall does not entitle the hirer to enter the hall at any other time than the specified hours for which the hall is to be used unless prior arrangements have been made with the PCC.
1.8 On safety grounds, and in accordance with the Fire Regulations, up to a maximum of 125 seated or 200 standing people can occupy the hall at any time during its use.
1.9 To ensure full compliance with the Premises Licence the PCC requires the hall to be vacated by 23.30 hours.
1.10 Hirers who work with children, young adults or vulnerable adults are required to provide a copy of their own Safeguarding Policy which must comply with latest government good practice guidelines.
• Any employees or volunteers who will be working with children or vulnerable adults must have been checked by the Disclosure and Barring Service at an enhanced level or be in possession of a Criminal Records Bureau check which is less than five years old.
• Hirers must ensure that they are given a copy of the PCC’s Safeguarding Policy and that they comply with this.
• Hirers will be responsible for the safety of children in the hall and ensure that they are kept safe from harm at all times during the hire period.
1.11 All children and youth activities must be properly supervised; and all balls kept below adult height. The stage is NOT available; and the BACK ROOMS are off-limits.
1.12 The PCC reserves the right to refuse admission to any person or persons.
1.13 The PCC has the discretion to accept or refuse requests to hire the Church Hall.
1.14 The hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
1.15 The hirer or activity leader must remain on the premises at all times in order to exercise general supervision and control.
2. **PAYMENTS**

2.1 The hirer is personally responsible for payment of all fees or other sums due in respect of the hire.

2.2 **HIRERS ARE ENCOURAGED TO PAY IN ADVANCE.**

2.3 Hirers who fall in arrears with their agreed payment terms will be forwarded written notice of any outstanding balances. Interest on outstanding balances will be charged at 5% per month above their hire rate. The PCC reserves the right to cancel future hires until such time as payment in full is received. If a hirer’s cheque is returned by the PCC’s bank a charge of £25 will be made to the hirer.

2.4 Charges for use of the hall are reviewed annually and new charges come into force on the first day of January each year. The present hourly rate for use of the hall in 2016 is as follows:

<table>
<thead>
<tr>
<th>Use</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>HALF HALL</td>
<td>£12 per hour</td>
</tr>
<tr>
<td>WHOLE HALL</td>
<td>£18 per hour</td>
</tr>
<tr>
<td>USE OF KITCHEN</td>
<td>£3</td>
</tr>
<tr>
<td>USE OF COOKER</td>
<td>£6</td>
</tr>
</tbody>
</table>

Any new charges will be communicated to regular hirers at least one month before the new charges are applied.

3. **ACCESS TO THE HALL/KEYS**

3.1 Regular hirers will be issued with keys. These keys can be retained by the regular hirer for the duration of the hire period providing that all hire fees are paid by the required time. The keys will only be issued on receipt of the £5 cash returnable deposit and signature from the regular hirer. The deposit will be repaid upon return of the key on the completion of the hire period.

4. **ALCOHOL**

4.1 Alcohol must not be sold on the premises. Permission can be granted (at the discretion of the PCC) for alcohol to be consumed if provided free of charge.

5. **SMOKING**

5.1 All buildings and grounds are no smoking areas and therefore smoking is not permitted.

6. **DECORATIONS / NOTICES**

6.1 No advertisements, bills, flags, emblems or other decorations shall be displayed inside or outside the hall without agreement of the Bookings Secretary.

6.2 No bolts, nails, tacks or screw bits, pins or other like objects shall be driven into any part of the hall. Nor shall tape of any kind be fixed to the floors or walls. The hirer will be liable for the cost of any repairs.

7. **ELECTRICAL EQUIPMENT**

7.1 All Electrical Equipment brought into the hall must have undergone Portable Electrical Appliance Testing (PAT Testing) and display a valid sticker.

7.2 The hirer is to provide an up-to-date PAT Certificate of their equipment.

8. **FIRE EXITS AND REGULATIONS**

8.1 Fire exits must be kept clear at all times and an adequate gangway left between chairs and tables to allow easy exit from the hall.

8.2 Procedures in the event of a fire are displayed in the hall, and attached to the booking form. The hirer must make themselves fully conversant with the fire drill for the hall and the position of appliances and emergency exits. In the event of an evacuation of the building the hirer is responsible for informing the emergency services that everyone has been evacuated safely.

8.3 A floor plan of the Church Hall included with this document shows the location of exits, light and ceiling heating switches, fire extinguishers, First Aid kit and the Fire Evacuation Route through the car park to Main Street. This document will be on display in the hall. The Booking Secretary will also take the hirer around the Church Hall to point these out.

8.4 Birthday candles are the only open flames allowed in the Church Hall.

8.5 Disco smoke, flammable liquids and Chinese Lanterns are NOT allowed.