

**ST. MARY'S CHURCH, TAMERTON FOLIOT PL5 4NZ**

**CHURCH HALL LICENCE AGREEMENT**

**REGULAR HIRING**

**For regular lettings for agreed set periods (e.g. regular clubs or groups)**

**Definitions**

(1) **Council:** ...St. Mary's Tamerton Foliot Parochial Church Council

Reverend D B M Gill..... Authorised Representative(s)

Address: The Vicarage, 53 Whitsoncross Lane, Tamerton Foliot PL5 4NT.

Telephone Number: 01752 771033 .....

E-mail address: dbmgill@tiscali.co.uk.....

(2) **Hirer:**

Name: .....

Organisation (if applicable): .....

Name of Organisation's Authorised Representative: .....

Note: Person(s) signing must be 18 years of age or over.

Address: .....

.....

Telephone Number Home: ..... Work: .....

E-mail: .....

(3) **Hiring Fee:** .....

Deposit: .....

Balance: .....

payable on or before the conclusion of the event for which the Premises are hired (the deposit having been paid when this agreement is signed).

(4) **Deposit:**

The Hirer shall pay the Deposit of one third of the cost at the time of the booking.

(5) **Premises:** Whole of Church Hall YES/NO  
or Part of Hall only YES/NO  
namely .....

(6) **Facilities and Equipment (incl. Kitchen etc):** .....  
.....

(7) **Purpose of Hiring:** .....

This will be a private/public event (*Delete the appropriate one*)

Will your event require music? YES/NO

Is alcohol to be provided at the event(s)? YES/NO

Will it be for sale? YES/NO

If yes, you will need to seek written permission from the Local Authority for a licence (see condition 3).

(8) **Date(s) Required:** Day(s) ..... Date(s) .....  
From: Month ..... Year .....  
To: Month ..... Year .....

**[Note: The longest period for booking is one year, renewable annually by mutual agreement the two parties]**

Time Required: From ..... To .....

including preparation and clearing up.

**This agreement is made on** ..... (date) between the Parochial Church Council (PCC) (1) and the Hirer (2).

1 In return for the Hiring Fee (3), including the Deposit (4), the PCC agrees to permit the Hirer to use the Premises (5) and the Facilities and Equipment (6) for the Purpose (7) for the Period(s) (8)

2 The Hirer agrees to comply with the PCC's Standard Conditions of Hire and the Special Conditions of Hire attached.

Signed by the Authorised Representative  
on behalf of the PCC

.....  
(signature)

Signed by the Hirer or the Organisation's  
Authorised Representative on behalf of  
the Hirer

.....  
(signature)



## **ST. MARY'S CHURCH, TAMERTON FOLIOT, PAROCHIAL CHURCH COUNCIL (PCC)**

### **Standard Conditions of Hire**

*(If the Hirer is in doubt as to the meaning of the following, the Hall Secretary or Booking Clerk should immediately be consulted)*

**For the purposes of these conditions, the term HIRER shall mean and individual hirer or, where the hirer is an organisation, the authorised representative.**

#### **1 Supervision**

THE HIRER will, 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 arrangements so as to avoid obstruction of the highway.

#### **2 Use of Premises**

THE HIRER shall not use the Premises for any purpose other than that described in the licence agreement and shall not sub-licence 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 it or render invalid any insurance policies in respect of it nor allow the consumption of alcohol there without written permission.

#### **3 Licences**

THE HIRER shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor; from the Performing Right Society; from Phonographic Performance Ltd; a Public Entertainment Licence; or otherwise and for the observance of them.

#### **4 Gaming, Betting and Lotteries**

THE HIRER shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

#### **5 Health and Hygiene**

THE HIRER shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

#### **6 Electrical Appliance Safety**

THE HIRER shall ensure that any electrical appliances brought by him to the Premises and used there shall be safe and in good working order, and used in a safe manner. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety.

**7 Indemnity**

THE HIRER shall indemnify the PCC for the cost of repair of any damage done to any part of the Premises, including its curtilage or the Facilities or Equipment or contents of the Premises which may occur during the period of the hiring as a result of the hiring and in respect of any liability to third parties or otherwise arising out of the use of the premises pursuant to the booking.

**8 Insurance**

THE HIRER shall have adequate insurance in force for all legal liabilities which could arising including death or personal injuries to third parties (including employees and volunteers) and damage to church property or the property of others, arising out of their occupation and activities whilst using the Premises and the Hirer shall produce evidence that a policy of insurance in these terms is in force if required by the PCC.

**9 Accidents and Dangerous Occurrences**

THE HIRER must report all accidents involving injury to the public to a member of the PCC as soon as possible. Any failure of equipment either belonging to the PCC or brought in by the Hirer must also be reported as soon as possible. The Hirer is reminded that they are responsible for any accident or injury arising out of the activity for which they have hired the premises. It is the responsibility of the Hirer to ensure that the premises are safe for the purpose for which they intend to use them. In the event of an accident, the Hirer MUST complete the accident book located with the first aid kit on the shelf in the kitchen opposite the fridge, providing the information requested in Annex A. Also, certain types of accident or injury must be reported on a special form to the local authority in accordance with the executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

**10 Animals**

THE HIRER shall ensure that no animals (including birds) except assistance dogs are brought into the Premises, other than for a special event agreed to by the PCC, and no animals whatsoever are to enter the kitchen at any time.

**11 Safeguarding**

THE HIRER shall abide by the PCC Safeguarding Policy, signing the statement provided at the end of this agreement to acknowledge that this has been seen and that all concerns relating to the safety of all those attending the Premises in connection with the hiring who are children or vulnerable adults will be reported to the PCC Safeguarding Officer. If the Hirer is an organisation it must have a current government safeguarding policy complying with current government guidance and will produce it if requested by the PCC.

**12 Fly Posting**

THE HIRER shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Premises, and shall indemnify the Council accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

13 **Sale of Goods**

THE HIRER shall, if selling goods on the Premises, comply with Fair Trading Laws and any local code of practice used in connection with such sale.

14 **Cancellation by the Hirer**

IF THE HIRER wishes to cancel the booking before the date of the event and the PCC is unable to conclude a replacement booking, the PCC may at its absolute discretion refund the fee (less the deposit) but shall be under no obligation to do so.

15 **Cancellation by the PCC**

THE PCC reserves the right to refuse a booking without notice or to cancel this licence agreement at any time either before or during the term of the agreement upon giving 7 days' notice in writing to the Hirer.

THE HIRER shall be entitled upon such notice to reimbursement of such monies as have been paid by the Hirer to the Council but the Council shall not be liable to make any further payment to the Hirer.

16 **Unfit for Use**

In the event of the Premises or any part thereof being rendered unfit for the use for which it has been hired, the PCC shall not be liable to the Hirer for any resulting loss or damage whatsoever.

17 **Tenancy Statement**

THE HIRER acknowledges that no tenancy is intended to be created between the PCC and the Hirer and no relationship of landlord and tenant exists between them.

18 **End of Hire**

THE HIRER shall be responsible for leaving the Premises and surrounding area and the Facilities and Equipment in a clean and tidy condition, properly locked and secured (unless directed otherwise) and any contents temporarily removed from their usual positions properly replaced, otherwise the PCC shall be at liberty to make any additional charge that it deems appropriate.

19 **Noise**

THE HIRER shall ensure that the minimum of noise is made on arrival and departure.

**Annex A ACCIDENT/INCIDENT REPORTING**

The HIRER(s) of St. Mary's Tamerton Foliot Church Hall is/are required to complete details of any accident or incident occurring during their occupation of the premises which did or could give rise to injury as soon as possible after the accident or incident but in any case before the premises are vacated by the Hirer(s) after the event.

**Person Injured:**

Name: .....

Address: .....

.....

.....

Telephone: .....

E-mail: .....

Time of Incident: .....

Place Incident occurred: .....

.....

**Note: If emergency services are required, the Church Hall is located at Postcode: PL5 4NZ**

Detailed description of accident/incident (including a description of any apparatus or equipment involved ) *continue overleaf if necessary*

**Witnesses:**

Name: .....

Address: .....

.....

Telephone: .....

E-mail: .....

Name: .....

Address: .....

.....

Telephone: .....

E-mail: .....

## ST. MARY'S CHURCH TAMERTON FOLIOT SAFEGUARDING POLICY STATEMENT

St. Mary's Church operates under the following Safeguarding Policy statement:

*For the purposes of this policy: Children and Young People relates to anyone under 18. Vulnerable Adult refers to any adult aged 18 or over whom, by reason of mental or other disability, age, illness or other situation is permanently or for the time being unable to take care of him or herself, or to protect him or herself against significant harm or exploitation.*

### **Principles**

The church community of St Mary's Tamerton Foliot commit to support, nurture, and protect the safeguarding of all, especially the young and vulnerable, **recognising that this is the responsibility of the whole church community.**

We are fully committed to acting within current legislation, guidance, national frameworks and the Diocesan Safeguarding procedures.

We will act in an open, transparent and accountable way and work in partnership with the appropriate statutory bodies to safeguard children and vulnerable adults.

This means we will ensure that those involved with children, young people and vulnerable adults in St. Mary's are suitable for the role, that they know what the role entails and that they are supported during their work. All helpers directly associated with St. Mary's church, whether volunteering or paid, who are involved with children and young people's work in St. Mary's will first have to be screened, in accordance with the Church of England safer recruitment policy.

We will seek to offer informed pastoral care to any child, young person or adult who has suffered abuse.

We will care for and supervise any member of our church community known to have offended against a child.

As far as possible neither a volunteer nor a paid worker should be alone with children or young people where he or she cannot be seen. This may mean leaving doors open or more than one group working in the same room.

No one should ever promise confidentiality to a child, young person or vulnerable adult, in case they later need to disclose information to safeguard against harm.

Access to and from venues in which groups meet should be safe and well-lit.

The church will maintain appropriate insurance cover for all activities by the church.

Our policy and actions will be consistent with the extant Church of England and Diocese of Exeter Safeguarding Policy.

<b>Sara Grier</b>	<b>St Mary's Safeguarding Officer</b>	<b>01752 773395</b>	<b>sara.grier@sky.com</b>
<b>David Gill</b>	<b>Priest in charge St Mary's Church</b>	<b>01752 771033</b>	<b>dbmgill@tiscali.co.uk</b>
<b>Jo Parker</b>	<b>St Mary's Child Advocate</b>	<b>07773 170714</b>	<b>messy@saintmarys.org.uk</b>





**SCHEDULE**

**SPECIAL CONDITIONS**

*(insert any special conditions required)*