## All Saints' Halls Onslow Gardens, Sanderstead CR2 9AB

# **CONDITIONS OF HIRE**

#### INTRODUCTION

This agreement is between the person/persons signing the application form (known hereafter as the "Hirer") and "All Saints' District Church Council" (the DCC).

The Hirer shall accept full responsibility for the due observance in all respects of these Conditions of Hire and for the prompt payment of all sums due to the DCC as set out in the Hire Agreement.

The Hirer must be a responsible adult over the age of 18 and will act as guarantor, and must be responsible for orderly behaviour at all times.

The Hirer shall not use the premises for any other purpose than that specified in the Hire Agreement.

The Hirer will occupy and use the premises as a licensee only and no tenancy is intended to be created hereby.

The DCC reserves the right to refuse or cancel a booking without a reason being stated.

The DCC shall not be liable to the Hirer for any closure of the premises or interruption of the letting due to any event beyond their control.

The Premises will be available to the Hirer up to 10.30 pm on weekdays and 11:00 pm **at the latest** on Saturdays. **No extension of these hours** will be granted for any reason whatsoever and the Hall **must** be vacated by the Hirer 30 minutes after the end of the booking (weekdays 11:00 pm, Saturdays 11:00 pm). Failure to comply with this condition will result in forfeiture of the entire deposit. NO exceptions will be made in any circumstance. **PLEASE NOTE: The Premises Officer, Parish Administrator and Team Rector have no power of negotiation over this matter.** 

Maximum Hall Capacities:	Large Hall	250
	Small Hall	75
	Garden Room	30
	Green Room	15

**DAMAGE** A Refundable Damage Deposit may be paid by the Hirer at the same time as payment of the balance of the Hire Charge is made.

Any damage caused to the premises or grounds, or breakages or loss of equipment or property shall be made good by the Hirer or by the DCC at the expense of the Hirer.

The DCC will be under no liability in respect of the damage or theft or loss of any equipment or personal belongings whatsoever brought onto the premises by the Hirer or any persons enjoying the use of the premises for the purpose of the booking.

No posters, placards, photographs, handbills, or advertisements shall be affixed to noticeboards, walls, doors or any part of the buildings without permission of the Premises Officer or any other authorised representative of the DCC. The Hirer shall not use any Blutack, Sellotape, drawing pins or any other adhesive or fixing material which may damage the fabric of the premises.

No staging, scenery, decorations or the like may be affixed to any part of the buildings or alterations made to curtains, electric lamps or fittings, electrical circuits or wiring, public address installation or stage lighting, without the permission of the DCC or its authorised representative (via the Parish Office).

It is <u>illegal</u> to advertise on trees, grit bins, railings and other public property.

Stiletto heels may not be worn on the premises, nor any equipment used which may cause damage to the floors.

After use, the Premises must be left in an orderly fashion.

- **INJURY** The DCC shall not be responsible for injury to any person, or for the loss or damage to any property belonging to any person using the Hall premises or grounds. All accidents must be written in the Accident Report Book located next to the First Aid box in the kitchen.
- RUBBISHThe Hirer is responsible for clearing halls and removing from the halls and its<br/>environs any rubbish, cans, bottles, etc. immediately after the end of the hiring.<br/>Rubbish must not be left on the premises nor on the street under any<br/>circumstances. Biffa bins for rubbish and recycling are available outside the Halls.<br/>Please make every effort to maximise the amount of recycling.
- **NOISE** The DCC are anxious at all times to act as good neighbours towards the surrounding community and, with this in mind, all music must cease at 11pm. The Hirer must undertake to avoid any excessive noise particularly amplified music which would annoy neighbours, and may not use any socket other than the one designated which is controlled by an electronic cut-out switch when the amplification reaches 95 db.

Under no circumstances shall the windows and escape doors on the south side of the Hall be opened in order to provide additional ventilation.

The Hirer must also undertake to avoid noise and disturbance to neighbours when leaving the Hall and Car Park at the end of the hiring.

**PARKING** The Hirer is asked to contact the police at Kenley 14 days before the event if a large number of cars is expected and they will be pleased to offer advice and co-operation.

Hirers should note that the car park often fills up during busy times and that access is always required to and from the flats behind the building. The drive to the side of the hall and the approach drive outside the hall doors should be left clear <u>at all times</u> to permit access by the emergency services. The Disabled Bay (for 2 cars) must be used appropriately. Hirers and their guests are asked to respect the need for neighbours to gain access to and from their properties by not parking across drives in Onslow Gardens and Blenheim Gardens.

**GAS/ELECTRICITY** No apparatus may be brought into or near the Hall involving gas under pressure.

If it is proposed to bring any equipment in connection with the catering, it must first be approved by the Premises Officer. All electrical items are required to have a Portable Appliance Test (PAT) certificate which may be obtained from a qualified electrician.

All Saints' DCC is making an effort to reduce its carbon emissions. Please assist in this by turning off unnecessary lighting and heating whenever possible and by not leaving doors open longer than necessary.

**ALCOHOL/DRUGS** No intoxicating liquor shall be sold on the premises or grounds, without the permission of the District Church Council or its authorised representative (via the Parish Office). Where permission is granted, the Hirer is responsible for complying

with licensing requirements. The Hirer shall at all times be responsible for the conduct of those aged under 18 with regard to the consumption of alcohol.

The discovery of the possession of Class A, B or C drugs or the carrying of weapons will result in the police being informed. The entire deposit will be forfeited and the money donated to local drugs charities or those involved in caring for the victims of violence.

LICENSES The Hirer is responsible for obtaining and paying the cost of any licenses required from the London Borough of Croydon, the Performing Rights Society or owners of copyright.

# **PUBLIC**All performances, plays, scenery, etc. shall conform to the London Borough of**PERFORMANCES**Croydon Public Performance Regulations.

**FIRE SAFETY** The Hirer agrees to observe all the fire precautions and shall not at any time obstruct or cause obstruction of any gangway, corridor, entrance or exit. Highly flammable substances are not permitted in the Hall

Fire Extinguishers are located throughout the hall. It is the responsibility of the The Hirer to familiarise themselves with the positions of the nearest Extinguisher according to their activity. If in doubt the Premises Officer will be pleased to assist further and a list of Fire Extinguishers and their locations can be provided.

The Fire Brigade should be called to any outbreak of fire, however slight, and the incident reported to the Parish Administrator

#### SMOKING IS NOT PERMITTED IN ANY PART OF THE CHURCH BUILDINGS.

ACCESS The Premises will be opened for the hirer by the Premises Officer or other officer of the DCC. The Premises Officer will return 15 minutes prior to the end of the booking period. Abusive behaviour or failure to comply with the Premises Officer's requests will result in forfeiture of the entire Refundable Damage Deposit. The Premises Officer has the authority of the Rector and the Churchwardens to involve the authorities should he deem this necessary.

An authorised representative of the District Church Council shall have the right of access to the premises at all times and the Hirer shall comply with all instructions of the Premises Officer or other authorised person, whether verbal or written.

The Hirer agrees to ensure that the premises are not left unattended during the period of the booking without arrangements for the security of the premises having been made with the Premises Officer or Parish Administrator.

The Hirer must use only those spaces specified in the application form at the time of booking.

- **CONFETTI** No confetti is to be thrown inside the buildings, car park or churchyard.
- **LOBBY** No tables, easels or decorations are to be placed in the area between the front door and inside double doors of the Hall Lobby while the adjacent offices are in use.
- **SAFETY** The Hirer agrees to familiarise themselves with their obligations under Health and Safety Regulations. Furthermore by signing this document you are agreeing to abide by the procedures set out in the Church Health and Safety Policy a copy of which may be obtained from the Parish Office. Please note that it may be necessary to reduce hall capacity if tables and/or other large items of furniture are to be used as part of your event.

The Hirer agrees to undertake a Risk Assessment where appropriate and will provide the Parish Office with a copy of the same 2 weeks prior to the commencement of hire. A proforma Risk Assessment document is available from the Parish Office.

The Church accepts no responsibility for the loss of personal possessions or injury sustained to any persons whil3 the Church Halls or Car Park are in the use of the hirer.

A First Aid Box is located in the kitchen.

**SAFEGUARDING** Hirers intending to bring children and vulnerable adults onto the premises are required to notify the DCC and should note that the DCC has a Safeguarding policy. Those intending to hire the premises on a regular basis will receive a full copy of the Policy and will be required to make a declaration that they agree to abide by it. Occasional hirers will receive a letter giving guidance about our expectations.

Events for those under 18 must at all times be properly supervised by an adequate number of responsible adults in accordance with the Parish Safeguarding Policy.

## **HIRE CHARGES** The amount of the hire and Refundable Damage Deposit is set out annually by the District Church Council (DCC) and is shown on the Schedule of Hire Charges.

**DEPOSITS** Bookings made by telephone will be provisional, must be confirmed in writing and will be considered "firm" only upon receipt of a non-returnable deposit of 25% (cash or cheque) of the hire charge together with a signed copy of the Hire Agreement Form (or the full hire fee if the application is made less than 28 days before the booking). In any case, the full charge must be paid no less than 14 days before the booking, or when returning the Hire Agreement Form, if closer to the day of hire. A receipt will given upon receipt of all payments.

A **Refundable Damage Deposit** may also be required for certain bookings no later than two weeks before the date of the booking. ALL THE ABOVE CONDITIONS WILL BE TAKEN INTO ACCOUNT WHEN CONSIDERING THE RETURN OF THE REFUNDABLE DAMAGE DEPOSIT. FAILURE TO COMPLY WITH ANY OF THESE CONDITIONS MAY RESULT IN THE COMPLETE OR PARTIAL FORFEITURE OF THE REFUNDABLE DEPOSIT. All deposit cheques will be cashed so the return of the refundable deposit after the event may take a up to a fortnight.

- **BALANCE** The balance of the hire charge is required not later than fourteen days before the date of hire and may be made in cash or by cheque.
- **CHEQUES** These are to be made payable to "All Saints' P.C.C.".

# **CANCELLATION** Notice of cancellation must be in writing to the Parish Administrator. If less than 14 days' notice is given, the Hirer will be liable for 50% of the charge.

The DCC reserves the right to retain all or part of the deposit if cancellation by the Hirer occurs without adequate reason.

## **Canon Simon Butler**

Chair, All Saints' District Church Council 2011

# All Saints, Sanderstead Hall Hire Agreement

### NAME OF GROUP/ORGANISATION

I/WE ACKNOWLEDGE RECEIPT OF THE CONDITIONS OF HIRE OF ALL SAINTS' HALL, SANDERSTEAD, AND AGREE TO ABIDE THEREBY. I/WE CONFIRM THAT I/WE HAVE RECEIVED A COPY OF THESE CONDITIONS FOR MY/OUR RETENTION.

DATE(S) OF HIRE		TIME FROM
		то
PARTS OF PREMISES HIRED		OTHER REQUIREMENTS
LARGE HALL	SMALL HALL	
KITCHEN	GARDEN ROOM	
GREEN ROOM		
SIGNED		TELEPHONE NO.
ADDRESS		INCLUSIVE CHARGE £
		DEPOSIT ENCLOSED £
DATE		BALANCE DUE £

ONE COPY OF THIS FORM WITH DEPOSIT TO BE RETURNED BY

(Date)

REFUNDABLE DEPOSIT £ BALANCE DUE

(Date)

In signing the Application Form, the Hirer agrees not to use or suffer the Premises or any part thereof to be used for illegal, immoral or irreverent purposes or for any purpose in conflict with the practice and beliefs of the Church of England. The DCC welcomes the use of the Premises by members of non-Christian faith communities for cultural and other ceremonies, but reserves the right to enquire of the nature of these ceremonies and to refuse or cancel a booking should these activities conflict with Christian practice.