



ST. JAMES'S CHURCH CENTRE, ALNWICK

Conditions of Hire

These standard conditions apply to all hiring of the St James's Church Centre. If the Hirer is in any doubt as to the meaning of the any part of the following, the Centre Manager should be consulted immediately.

It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence or that the St James's Church Centre management committee deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the St James's Church Centre and the Hirer.

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

2. Supervision

The Hirer agrees with the St James's Church Centre to be present (or by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

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 arrangements so as to avoid obstruction of the highway. As directed by the Centre Manager, 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.

3. Use of premises

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 nor allow the consumption of alcohol thereon without written permission.

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. Licensable activities

St James's Church Centre does not hold a Performing Society Right Licence which permits the use of copyright music in any form, nor does it hold a licence to sell alcohol. If necessary, the hirer must ensure that they hold the relevant licence(s) in respect of any activity in the St James's Church Centre.

6. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the St James's Church Centre Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the Church's Health and Safety Policy.

- (a) In cases of pandemics or other severe public health emergencies special conditions of hire will pertain and are attached as Appendix I.
- (b) The Hirer acknowledges that they have received instruction in the following matters:
 - The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the building.
 - The location and use of fire equipment.
 - Escape routes and the need to keep them clear.
 - Method of operation of escape door fastenings.
 - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- (c) In advance of an entertainment or play the Hirer shall check the following items:
 - That all fire exits are unlocked and panic bolts in good working order.
 - That all escape routes are free of obstruction and can be safely used.
 - That any fire doors are not wedged open.
 - That exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.

7. Means of escape

- (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- (b) The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

8. Outbreaks of fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Centre Manager

9. Food, Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. A refrigerator and food thermometer are provided on the premises.

The kitchen will be closed whenever severe public health emergencies are in force.

10. 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 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.

11. Insurance and indemnity

(a) The Hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious 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 made against or incurred by the St James's Church Centre, their employees, volunteers, agents or invitees 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 made against or incurred by the St James's Church Centre, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the St James's Church Centre Committee and St James's Church Centre employees, volunteers, agents and invitees against such liabilities.
- (b) The St James's Church Centre shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non commercial Hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The St James's Church Centre shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the St James's Church Centre management committee and the St James's Church Centre employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
- (c) Where the St James's Church Centre does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the Centre Administrator. Failure to produce such policy and evidence of cover will render the hiring void and enable the Centre Manager to rehire the premises to another Hirer.

The St James's Church Centre is insured against any claims arising out of its own negligence.

12. Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the Centre Manager of St James's Church Centre as soon as possible and complete the relevant section in the St James's Church Centre accident book. Any failure of equipment belonging to St James's Church Centre or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury are required by law to be reported on a special form to the Incident Contact Centre. The Centre Manager will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Dangerous Occurrences Regulations 2013 (RIDDOR 2013).

Telephone: 0345 300 9923
Website: <http://www.hse.gov.uk>

13. Explosives and flammable substances

The Hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that

- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the St James's Church Centre management committee. No decorations are to be put up near light fittings or heaters.

14. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

15. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

16. 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 Church Centre Management Committee. No animals whatsoever are to enter the kitchen at any time.

17. Safeguarding of Children, Young People and Vulnerable Adults

The Hirer shall ensure that any activities for children comply with the provisions of The Children Act 2004 (section 11) places a duty on a range of organisations to have in place arrangements to safeguard and promote the welfare of children and vulnerable Adults. and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks have access to children and vulnerable adults taking part in activities. The Hirer shall provide the St James's Church Centre Management Committee with a copy of their DBS check and Child Protection Policy on request.

The user is required to make arrangements for children complying with the Children's Act 2004 and consistent with the recommendations in the URC Guidance "Good Practice 5 - Safeguarding children, young people and adults at risk" 2020 and "Working Together to Safeguard Children 2018" Gov.uk.

Good Practice 5 states:

8.2.10 Lettings

Many local churches allow other organisations to use their premises. Those hiring the premises should hold and abide by their own safeguarding policy. If a hirer does not have a policy, they must abide by the church's own safeguarding policy, a copy of which should be made available. Each hiring body is required to ensure that children and adults at risk are protected at all times by taking all reasonable steps to prevent injury, illness, loss or damage occurring.

When any church premises are let to an external, informal group or individual, whether or not they pay, a copy of the local church safeguarding policy should be provided to them. They should sign to say that they have read it and will follow it. If they have one, church officers or the church safeguarding coordinator should see a copy of their safeguarding policy and ensure that they are satisfied with it, placing emphasis on clear reporting and sharing information procedures.

18. 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 and keep indemnified each member of the Church

Centre management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

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. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

20. Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

21 Wi-Fi and Internet Access

St James's Church Centre has a Guest Wi-Fi Acceptable Use Policy which should be adhered to at all times. This policy grants the hirer access to its Wi-Fi network providing the hirer agrees to abide by this policy which is available in the Church office. The salient points are:

- The Wi-Fi network is provided to allow clients to access appropriate internet sites and services consistent with their work and training needs.
- It is church policy not to allow unsupervised access to under 18's or vulnerable adults. It is therefore the responsibility of the hirer to ensure all under 18's and vulnerable adults are supervised.
- St James's Church reserves the right to block access to any site.
- St James's Church will provide Internet access via the wireless network and will undertake reasonable steps to ensure that it is secure from unauthorised users. However, no guarantee can be made to this effect. The hirer is responsible for their own anti-virus and anti-malware precautions; St James's Church will not be held responsible for any damage to equipment or data whilst connected to its network.
- A Wi-Fi password will be provided on request and should not be passed to any third party or made available in the public domain for security reasons. St James's Church reserves the right to change the Wi-Fi password without informing individual groups where it is deemed necessary.

22 Parking on St James's Church Centre grounds

This is not permitted. Loading and unloading will only be allowed by prior arrangement with the Centre Management Administrator

23. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the St James's Church Centre is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the St James's Church Centre. St James's Church Centre reserves the right to cancel this hiring by written notice to the Hirer in the event of;

- (a) the St James's Church Centre management committee reasonably considering that (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
- (b) the premises becoming unfit for the use intended by the Hirer

- (c) 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 deposit already paid, but the St James's Church Centre shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

24. End of hire

The Hirer shall be responsible for leaving the premises and surrounding area 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 St James's Church Centre shall be at liberty to make an additional charge.

25. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

26. Stored equipment

The St James's Church Centre accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The St James's Church Centre may use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the St James's Church Centre management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

27. 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 Centre Manager. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the St James's Church Centre remain in the premises at the end of the hiring. It will become the property of the St James's Church Centre unless removed by the Hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

28. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

29. Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit **nature shall not be given**.

30. Equipment

The Hirer will be responsible for arranging or re arranging the furniture for their use. All furniture should be left as found.

31. Access

The Hirer will be issued with a code for the key pad entry to St James's Church Centre. This should be held only by the hirer and not be given out to a third party. The Centre reserves the right of access to the premises at all times, but will exercise this right reasonably and with as little disruption as possible to the Hirer. Communal facilities such as corridors and toilets may be used by anyone using any part of the building

32. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees comply with the prohibition of Smoking in Public Places Provisions of the Health Act 2007 (updated 2015) and regulations made there under. Any person who breaches this provision shall be asked to leave the premises.

These Standard Conditions of hire will be reviewed on an annual basis or more frequently if the need arises

20th October 2020

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