

Terms and Conditions of Hire ~ St. Mary Magdalene Parish Church Hall, South Molton

1. "The Hirer" means the person signing the Booking Form. Where an organisation is named on the Form, that organisation shall also be considered the hirer and shall be jointly liable with the person who signed the contract. "The Hall" means St. Mary Magdalene Parish Church Hall, Duke Street, South Molton.
2. "The period of hire" means the date(s) and time(s) for hire referred to in the booking form.
3. Applications for the hire of the Hall shall be made on the prescribed form.
4. The person signing the form must be an adult and shall be deemed to be the Hirer.
5. The standard booking fee is currently £8 per hour, or any part of an hour, for the Main Hall, £4 per hour, or any part of an hour, for the Meeting Room.
6. Terms and Conditions of hire, and hire charges will be as agreed by the P.C.C., and may be amended from time to time. Hirers will be given reasonable notice of any changes.
7. The period of hire should identify when the Hirer requires access to the Hall, and should include time required to set up your event, as well as sufficient time to clear away, and tidy up afterwards.
8. The hire of the Hall does not entitle the Hirer to use or enter the premises at any time other than the period of hire, except to inspect the premises before an event by prior arrangement with the Bookings Secretary.
9. South Molton Parochial Church Council (P.C.C.) is not responsible for loss or damage to user's property.
10. **CANCELLATION** - Should the Hirer cancel a booking, we require reasonable notice, and a refund shall be paid at the discretion of the PCC. However should the PCC cancel the booking, all fees paid by the Hirer shall be refunded, unless Hirer has breached the T&C's under which Hall was hired.
We will always aim to honour a booking, or give fair notice of cancellation. However the P.C.C. reserves the right to cancel any booking, even at short notice or terminating a booking while in session, if it sees fit.
(*Cancellation at short notice will usually be due to extraordinary or unforeseen circumstances ie. when it is felt the Hall is being misused contrary to the T&C's*)
11. Access must be given at all times to Church Officers, their representatives, or the Police.
12. **INSURANCE** - The Hall has Public Liability cover for individuals and/or groups hiring the Hall for private functions who have no public liability cover of their own. The cover is **ONLY** provided for non-commercial activities, which are for the benefit of the local community. Any business hirer should arrange their own insurance. Also **see item 19** regarding the use of a bouncy castle, or similar equipment.
13. **SAFEGUARDING:**
 - a.) The Parochial Church Council (PCC) is committed to the support, nurture, protection and safeguarding of all, especially children and adults at risk of harm. To this end the PCC have adopted a Safeguarding Policy, a copy of which can be found attached to the Hall notice board, and on our church website :<http://mary-magdalene-church-s-molton.weebly.com> or search 'Church South Molton'. The Hirer must make themselves conversant with this policy.
 - b.) **All people associated with the Church Hall and its use have a duty to safeguard children and adults at risk of harm.**
In particular this responsibility lies with the Hirer. They shall ensure that no one has unsupervised access to children or adults at risk of harm, unless in possession of appropriate clearance such as DBS. Any concern about a child or adult at risk of harm, should be reported to the relevant statutory authority in accordance with the notice displayed on the Hall notice board.
14. **ALCOHOL:** The P.C.C. does not allow Hirers to sell alcohol in the Hall. Alcohol may be given away but this must be genuinely free. For example, charging an entrance fee to an event and then providing alcohol free of charge, or asking for donations, would be construed as a sale. If people bring their own alcohol then no sale takes place.
15. **SAFETY:** The Hall shall not be used for any purpose, nor any equipment used on the premises, other than as agreed at time of hire. **Portable heaters are expressly forbidden.** You must show that ANY equipment

continued overleaf

you intend connecting to the electrical supply in the Hall has been recently subject to portable appliance testing (PAT) to ensure its safety. **Candles must be in suitable holders, and NEVER left unattended.**

- 16. PARKING** - The Hall has no car park. Users of the Hall are **NOT** permitted to use either the Parish Church, or Methodist Church car parks. If parking on the road you are asked to do so responsibly, in such a way that does not cause an obstruction, or hinder emergency vehicles.

The Hirer shall:

- 17.** Pay the non-refundable booking fee and refundable deposit in advance of the hire.
- 18.** Limit numbers attending the meeting or function to a maximum of **100** (**25** if only the Meeting Room hired.)
- 19.** Obtain permission for the use of a bouncy castle, or similar equipment, with the Bookings Secretary prior to hire. Anyone providing such equipment must have their own public liability cover. Such equipment is **NOT** covered by our own insurance.
- 20.** Comply with the 'prohibition of smoking in public places provisions' of the Health Act 2006 and associated Regulations and shall ensure that all attending their event comply with the provisions and regulations also. Any person who breaches these provisions and/or regulations will be asked to leave the Hall.
- 21.** Be responsible for obtaining any local authority or other licences necessary in connection with the booking, other than those (if any) already held by the PCC.
- 22.** Respect the fact that the Hall is in a residential area and noise / music volume should be kept to a respectable level, and cease no later than 11.00 pm. They shall ensure that attendees leaving the Hall at the end of any session have been informed that they are departing into a residential area and should keep any noise to an absolute minimum whilst outside the Hall and surrounding area.

IN THE EVENT OF AN EMERGENCY:

- 23.** Have a mobile phone available for their event. This will significantly speed up response to an emergency. There is no phone on the premises. The nearest public phone is in Broad Street (The Square) by the steps leading to the Parish Church. The postcode for the Hall in event of calling 999 is **EX36 3AL**
- 24.** Ensure all instructions, particularly emergency and evacuation procedures are followed. The P.C.C. operate a Health and Safety policy and carry out regular risk assessments. Hirers are invited to make their own comments. In the event of an emergency that prevents exit via the front door, the door from the kitchen into the side alley should be used. **For this reason the Hirer should ensure that the gate giving access onto Duke Street is unlocked prior to start of the event, and locked before departing the Hall.** A key for this gate is clearly marked, and hangs by the door to the alley.
- 25.** A First Aid box is available in the kitchen and details of any accidents should be noted in diary/comment book along with details of any material(s) used from the First Aid supplies. There are fire extinguishers in the Hall. In the event of a fire of any kind, the fire brigade **MUST** be called by phoning 999.

AFTER THE PERIOD OF HIRE:

- 26.** Leave the premises in a clean and orderly state, the floor and all surfaces swept or mopped as necessary, and the crockery washed up and replaced in the correct cupboards. Rubbish should be taken with you from the premises. All cleaning shall be done immediately, and during the time booked by the Hirer. If cleaning is not carried out to a reasonable standard the Hirer will be liable for any additional cleaning costs incurred.
- 27.** Pay any reasonable cost of making good damage caused to the building, its decoration, furniture, crockery or any other property, during the period of the booking.
- 28.** If applicable, be responsible for keeping the Hall keys safe, turning out all the lights and locking up the Hall after use, as required. Keys can be returned using the letterbox by the front door of the Hall.