



# St. Nicholas Parish Church, Allington

## Church of England Diocese of Canterbury

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### ST. NICHOLAS CHURCH HALL(S)

#### GENERAL CONDITIONS OF USE & HALL HIRE AGREEMENT

**PLEASE ENSURE THAT YOU READ THIS DOCUMENT CAREFULLY BEFORE MAKING A BOOKING**

#### 1. General Conditions of Use

1. The Parochial Church Council (PCC) has the right to refuse or cancel any booking.
2. All bookings are subject to the following recommended occupancy limits which have been provided by Kent Fire and Rescue.

	<u>Main Hall</u>	<u>Small Hall</u>
Maximum capacity	200	120
When seated at tables	90	80
Closely seated audience (requiring seating plan)	200	120

These limits should be observed.

3. All bookings, including music, must end by no later than 10.30 pm and *the hall(s) vacated by 11.00pm*. All property of the user must be removed at the end of the booking period.
4. All advertisements and publicity for functions held in the Hall must clearly display the name of the person or organisation holding the function.
5. The user is responsible for the proper conduct of everyone using the Hall during the period of use. **In particular, the user must keep noise to a reasonable level, having due regard for nearby residents, and should keep the main doors to the Hall closed for this reason.** The PCC or its authorised representatives may stop any meeting, entertainment or function which is not properly conducted.
6. Parties for children and young people must be supervised by at least two responsible adults at all times.
7. For safety reasons children must never be allowed in the kitchen, unless being closely supervised by a responsible adult during a specific activity involving cooking etc.
8. The user is responsible for all damage done to the Hall including any fixtures, fittings and any other articles in it during the period of use.

9. All crockery used must be washed up and put away. Chairs and tables must be cleaned and returned to their designated positions. Chairs must not be stacked more than 8 high.
10. Hire of the main hall includes using the main kitchen and small hall users may only use the small kitchen. Only the hall booked, and the appropriate kitchen, is to be occupied. Furniture, particularly tables and chairs, must not be moved from one hall to another unless there has been a prior agreed arrangement.
11. The hall(s) must be swept and the kitchen and toilets left clean and tidy before leaving. The hall user must ensure that all taps are turned off, lights and power switches turned off, and windows secured and doors locked when the premises are vacated.
12. All users of the main hall are reminded that use of the stage is not included or permitted as part of the hall booking and it can only be used when prior agreement has been sought and granted.
13. The two interconnecting doors between the halls are FIRE DOORS and must remain closed when not in immediate use. They must not be blocked or fastened open.
14. Thermostats only may be adjusted but must be returned to 18 degrees when the hall(s) are vacated (They can be found above the serving hatch in the main hall and on the righthand wall in the small hall). NO OTHER CONTROLS ARE TO BE ADJUSTED.
15. Temporary posters, notices etc. may be affixed during any meeting to the white plastic strips around the walls using Blu Tack but must be removed at the end of the meeting/hiring period.
16. In common with all public buildings smoking is not permitted anywhere in the building.
17. Keys are collected from, and returned to, the designated keyholder(s) unless prior arrangements have been made and agreed.

## 2. Hiring Charges

### (a) Single Bookings

1. The user must pay 50% of the hire fees once the booking is confirmed (within 7 days).
2. The Parish Administrator will supply details of the hiring charges.
3. The remaining 50% of the hire charges should be paid to the Parish Administrator not less than 1 week before the date of use together with a returnable £100 damage waiver cheque. After the agreed booking, the damage waiver cheque will be returned to the user less the amount of compensation for damage or breach of any of these conditions.

## (b) Regular Bookings

4. The user must agree to an advance payment period on the booking form for any regular bookings and the first payment must be made before the booking(s) are able to take place.
5. The Parish Administrator will issue a key to a hirer making regular bookings once the initial payment has been made.
6. The user may cancel the booking subject to the following charges:

Up to 2 weeks prior to date of hiring	10% of hire charges
Between 1 and 2 weeks	50% of hire charges
Less than 1 week	100% of hire charges

Efforts will be made to re-let for the period (or part thereof) of the original booking and if successful these charges (or part thereof) will be waived.

## 3.Safeguarding of Children and Vulnerable Adults

1. Our Policy for Safeguarding of Children and Vulnerable Adults is posted in the Church and the Halls. All users are required to read this and ensure it is complied with. Regular users who have any involvement with children are required to have their own safeguarding policy and procedures that are consistent with these standards.
2. It is the responsibility of the user to ensure the protection of any vulnerable adults using the Hall.

## 4.Insurance

1. The Hall is fully covered for any claims due to negligence on the part of the PCC. However, the user must take out its own insurance to cover any other claims which may arise in relation to its use of the Hall, and a copy submitted with your Booking Form.

## 5.Parking

1. Users are advised that the parking spaces belonging to the Hall should be used sensibly and if parking on the road, this should only be where it is permissible to do so. When leaving the hall at night consideration should be given to our neighbours and their right to a quiet and peaceful environment.

2. All vehicles parked in the parking spaces and on the roads etc are parked at the owner's risk. The PCC is under no liability to insure against loss, theft or damage to vehicles.
3. The emergency access to the Hall must not be obstructed at any time and must be kept free for emergency services.
4. Hall users are reminded that there is no priority for the use of the parking spaces by any hirer and that all spaces are on a 'first come' basis. There are also no designated areas for small hall or main hall use - all of the spaces are available to any hall user at all times.

## 6.Fire and Emergencies

1. The user is responsible for calling the Fire Brigade to any outbreak of fire, however slight, and for reporting this immediately to one of the Emergency telephone numbers below.

In the event of an emergency the postcode for the hall(s) is ME16 0DE

2. The user must ensure that all exits, emergency exits and fire appliances in the hall are free from obstruction and available for use at all times during the period of use.
3. All hall users must ensure that there is access to a mobile phone at all times when the hall(s) are in use to enable contact with any of the emergency services should they be required.

## 7.Emergencies and Enquiries

For any emergency please contact

Mr Nigel Smetham	Churchwarden	07831 790067
Mrs Jennifer Stone	Churchwarden	07442 534148

November 2023

### Legal Matters

1. In these Terms and Conditions the term "the User" shall include the person signing or lodging the application and any person or organisation on whose behalf the application is made, all of whom shall be jointly and severally liable.
2. The user is responsible for the proper conduct of everyone using the Hall during the period of use and shall do his/her best to prevent anyone causing an annoyance or inconvenience to other persons. In particular, the user must keep noise to a reasonable level, having due regard for nearby residents, and should keep the main doors to the Hall closed for this reason. The PCC or its authorised representatives may stop any meeting, entertainment or function which is not properly conducted.
3. The user is responsible for the proper conduct of children and young people attending the user's function and shall do his/her best to prevent any child or young person from causing annoyance or inconvenience to other persons. In particular, the user must keep noise made by children and young people to a reasonable level. Parties for children and young people must be supervised by at least two responsible adults at all times.

The user must ensure that the terms of every statute authorising or regulating how the Hall is used are complied with and that any licence or registration which is required or which the PCC requires is obtained, renewed and continued as the case may be, including but not be way of limitation:

- (i) compliance with statutes governing the preparation, serving or selling of food;

- (ii) compliance with statutes governing the sale and consumption of intoxicating liquor;
- (iii) compliance with statutes governing persons working with or caring for children (including their engagement, supervision and training);
- (iv) obtaining any requisite licence for music entertainment, dancing, concert of stage performances; and
- (v) compliance with the conditions of such requisite licences.

AND the user shall keep the PCC fully indemnified against all losses and demands made against or suffered by or incurred by the PCC arising out of all such matters. If the PCC has given written permission, the user may apply for an appropriate Temporary Event Licence to the appropriate Council Licensing Department. The licence must not be for hours beyond 11pm. Users must provide a copy of any such Temporary Event Licence to the PCC immediately and ensure that its requirements are fully complied with.

4. The user agrees to pay all such rates, taxes, charges, assessments and other liabilities as may be imposed upon the PCC or otherwise solely as a result of the user's use or occupation of the Hall. If rates, taxes, charges, assessments or other liabilities which are imposed upon the PCC or otherwise are higher than they would have been but for the user's use or occupation of the Hall, then the user shall pay all such additional sums.
5. The benefit of a booking may not be assigned or transferred (in whole or in part) to any other person or party and the Hall or part of it may not be used by any person other than the user.
6. The PCC does not warrant that the Hall is fit either legally or physically for the suggested use.
7. The user must ensure that the Equality and Anti-Discrimination Act 2010 is fully complied with.
8. The user must ensure that there is a minimum of 2 competent attendants on duty at the Hall during the event, none of whom shall be less than 18 years of age.
9. The user must comply with all conditions and regulations made in respect of the premises by the Fire Authority or Local Authority in connection with the event.
10. Highly flammable substances are not to be brought into or used in any part of the Hall, nor are internal decorations of a combustible nature (e.g. polystyrene, cotton wool etc) to be erected without the consent of the PCC. If electrical appliances are brought into the Hall by the user then the user must ensure that these items are safe and in good working order and used in a safe way.
11. If food is to be prepared, served or sold then the user must observe all relevant food health and hygiene legislation regulations.