

# ALL SAINTS' CHURCH WINTERTON CONDITIONS OF HIRE



version 220108

## Bookings Secretary

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Contact numbers for EMERGENCIES ONLY

01724 734285 OR 07768121510

## Preamble:

We are delighted to welcome people to All Saints' Church. Thank you for showing an interest in our historic place of worship. A Christian presence has existed on this site since before 1100AD.

We are part of the Church of England and we have a vision to serve our community both spiritually and practically. Offering hospitality is a key element of our Statements of Purpose as a parish church. In hiring our church, we ask you to take all reasonable steps to ensure that activities in the building show consideration for [a] the ethical and spiritual beliefs we as a church community hold and [b] the historic fabric of the Grade I listed building.

Winterton Parochial Church Council is legally responsible for the use and management of All Saints' Church in Winterton. The terms 'we' or 'PCC' in this document means the Winterton Parochial Church Council.

All Saints' Church is in the centre of a built up area. We have a responsibility to ensure that use of the church is compatible with good neighbourliness. The conditions set out in this document enable us to discharge these responsibilities, whilst ensuring that people using the Church enjoy their activities safely and fully.

We regard certain types of activity as unsuitable for church premises. We do need to approve the purposes of any booking and the Booking Secretary can refuse hire applications that are deemed to be inappropriate. If you are unsure if your activity is suitable for our church please talk to us well before you need to make a booking to avoid any misunderstanding.

These standard conditions apply to all hirers of the Church. If the Hirer is in any doubt as to the meaning of the following conditions, the Booking Secretary of the PCC should immediately be consulted.

**BOOKING FORM & HIRE AGREEMENT for ALL SAINTS' CHURCH, WINTERTON**

Hirer's Name	Telephone
Hirer' Address	E-mail address
Hirer's Organisation/Group [if applicable]	

<b>Booking requested</b>		Regular repeat bookings	Every	Please tick	Monday		
Tick spaces required			1st		Tuesday		
Nave			2nd		Wednesday		
Parish Room			3rd		Thursday		
Heritage Room			4th		Friday		
Commercial Kitchen	Not before Mid-2022				Saturday		
			Date	from		to	
Space for Marquee		Time	from		to		
		One-off booking	Date				
			Time	from		to	

Purpose of Hire [type of function, number of people, planned activities etc]	<b>OFFICE USE ONLY</b> Checked availability
	Cost
Is alcohol to be served? If yes, give details.	Pre-Hire Check-List explained
Is there to be music or entertainment? If yes, give details	Check-List for After your Event explained

Any other points to note?

I have read and understood the Conditions for Hire, the Pre-Hire Check List and the Check List for After Your Event and agree to keep to them.

Signed..... Date.....

Please complete as far as you can one copy of this form and return to the Booking Secretary by post or e-mail.  
Please retain a copy for your reference.

## Conditions of Hire: All Saints' Church, Winterton

**1) HIRER** You must complete an application form and be aged 21 years or over to act as hirer.

**2) PRE-HIRE CHECKLIST** You must sign the Pre-Hire Check-list to signify your awareness of health and safety information and other responsibilities.

**3) ADVERTISING** You must not advertise the event being planned at the Church until you have received written confirmation that your booking has been accepted.

**4) RESPONSIBILITIES** You will be responsible for being in charge of, and on, the premises at all times when the public are present and for ensuring that all conditions in this agreement are met. You will, during the period of the hire, be responsible for: supervision of the premises, the fabric and the contents; their care and safety from damage however slight; and the behaviour of all persons using the premises whatever their capacity; including proper supervision of car-parking arrangements in nearby streets so as to avoid obstruction of the highway. As Hirer you will make good or pay for all damage (including accidental damage) to the premises (including the churchyard) or to the fixtures, fittings or contents and for loss of contents (including crockery, cutlery and tea towels).

**5) FURNITURE** You will need to set up any chairs and tables that you require. You must seek specific permission before moving any items of furniture and equipment other than the chairs and tables. You must ensure that all items of furniture and equipment are returned to their place as at the time of hiring.

**6) USE OF PREMISES** You will not use the premises for any purpose other than that described in the hiring agreement and will 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 unless this latter has been requested in the hiring agreement. You will ensure that no activity takes place which is offensive, racist, immoral or in any way unsuitable for a church. A marquee in the churchyard counts as part of the church premises under these conditions.

**7) NO ALTERATIONS** No alternations 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 prior written approval from the PCC.

**8) LICENCES** You will be responsible for obtaining any licences if required but only after prior written consent has been given by the PCC and such permission is subject to discretion.

**9) GAMING, BETTING AND LOTTERIES** You will ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

**10) FIRE SAFETY** Highly flammable substances must not be brought into, or used in any part of the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) may be erected without the consent of the PCC. Fireworks of any sort are not allowed in the church or churchyard.

**11) PUBLIC SAFETY COMPLIANCE** You will comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes music or other similar public entertainment. There must be, in addition to yourself, a minimum of one competent attendant on duty on the premises, none of whom shall be less than 21 years of age. All persons on duty must be aware of their responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the fire brigade and evacuation procedure.

**12) RISK ASSESSMENT** The PCC has an agreed Health and Safety Policy. You are required to complete a risk assessment to cover the nature of your event and provide a copy to the PCC when deemed necessary by the PCC.

**13) INDEMNITY AND INSURANCE** You will take out adequate insurance to cover yourself and members of your organisation/group and your invitees against all claims arising as a result of the hire and, if requested, will produce the policy and current receipt or other evidence of cover to the PCC. Failure to produce such policy and evidence of cover will render your

## Conditions of Hire: All Saints' Church, Winterton

booking void. The PCC is insured against any claims arising out of its own negligence.

### **14) CHILDREN AND VULNERABLE ADULTS**

You will ensure that any activities which include children and/or vulnerable adults comply with the provisions of current legislation and that only fit and proper persons have access to them.

**15) SALE OF GOODS** You will, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. If needed you must have obtained a Consent for an Occasional Market from North Lincolnshire Council.

**16) ALCOHOL** The PCC does not hold a licence for the sale of alcohol on the premises. If you wish to bring alcohol to your function (or arrange for an outside caterer who holds the appropriate licence to serve alcohol) you must indicate this at the time of booking. Confirmation of a booking for a function at which alcohol is to be served is subject to a decision by the PCC. It is your responsibility to ensure that no under age drinking occurs, that excessive drinking is not encouraged and that a licence [TEN] is obtained from North Lincolnshire Council if required.

**17) PERFORMING RIGHTS** You must ensure that fees due on any copyright material performed are paid to the Performing Rights Society.

**18) MUSIC & NOISE LEVELS** The Church is located in the centre of Winterton in a residential area. In the interests of good neighbourliness, noise from an event must be kept within reasonable levels. You must ensure that no noise nuisance is created. If the level of sound is deemed too high by the person appointed by the PCC, you will be asked to lower the sound volume and you are then required to do so without negotiation. If you refuse to comply you will be asked to cease the event and to vacate the premises. You must ensure those leaving your event do so in a timely and quiet manner.

**19) EQUIPMENT** The PCC accepts no responsibility for any 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 must be removed at the end of each hiring or

the PCC will dispose of it. You must take away all rubbish, waste, etc. resulting from your hire.

**20) NO SMOKING** You will ensure that the no smoking policy is observed in all areas of the church, including toilets, porches and the churchyard.

**21) ELECTRICAL APPLIANCE SAFETY** You will ensure that any electrical appliances brought onto the premises and used there are safe and in good working order, and used in a safe manner. Appliances must have an in date PAT test. No portable heating or cooking appliances may be brought into or used in the building.

**22) HYGIENE** You will, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations. The premises and utensils must be left in clean condition. All table tops must be cleaned at the end of the hiring. See separate conditions if hiring the commercial kitchen [when built].

**23) ANIMALS** You will ensure that no animals (including birds) except guide/hearing dogs are allowed into the premises, other than for a special event agreed to by the PCC. No animals whatsoever are to enter the commercial kitchen at any time.

**24) ACCIDENTS** You must complete an Accident Report Form for any accident involving injury and also report it to a member of the PCC as soon as possible and complete the relevant section in the Accident Book. Any failure of equipment, whether belonging to the Church or brought in by you or your group, must also be reported to the PCC. You must ensure that first aid arrangements are in place for your event.

**25) END OF HIRE** You will be responsible for leaving the church and churchyard in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced. The church must be left in the same condition as it was found. You must ensure that the Check-list After Your Event is completed before you leave. Cleaning equipment is available and you should use it to ensure the premises are left in a clean and tidy condition at the end of the hire period.

**26) CLEANING CHARGE** No charge is normally made for cleaning, provided all facilities are left in good order and to the satisfaction of the

## Conditions of Hire: All Saints' Church, Winterton

PCC. You will be liable for the costs of any additional cleaning which, at the discretion of the PCC, may be required.

**27) TERMINATION OF HIRE** If you do not comply with one or more of these conditions of hire or with instructions or requests, the PCC can exclude you or any person in the Church from the building until compliance is achieved. This exclusion will not relieve you from any obligations under these conditions. You must only use the Premises for the purpose(s) agreed on your application the PCC reserves the right, if the PCC believes the hirer's use is improper, unseemly or undesirable, of immediately terminating the booking without payment of any compensation or refund of any payments made by the your to the PCC.

**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) PAYMENT & CANCELLATION** You must pay the full hire fee once your booking is confirmed. Cheques to be made payable to "Winterton PCC". Until payment is received the booking is not considered as confirmed. If you cancel your booking, the PCC will refund 100% of the fees if the PCC receives another booking to replace the one cancelled. You must notify the booking secretary of a cancellation in writing. No refund will be made if you cancel later than fourteen days before the event.

**30) LIMITATIONS** The PCC will endeavour to honour all bookings. However, if in the PCC's opinion, there are circumstances in which the booking cannot be honoured the PCC will refund all hire payments fully but this will be the limit of our liability to you. The PCC will endeavour not to let this situation occur.

**31) NOTICE OF ENTRY** Members of the PCC and those acting on its behalf and any of the Emergency Services can enter the Premises at any time during the hire period without prior notice.

**32) WITHDRAWAL OF HIRE** As the primary function of All Saints is to be a church and not a 'facility for hire' business, the PCC reserves the right to give priority to church-based and church organised activities over hire events. In the circumstances that the PCC requires the use of the Church for an exceptional event, then it will inform you in writing as soon as

possible. The PCC's liability in such a case is limited to refund of the hire charges.

**33) SHARED USE** Occasionally, and depending on the nature of the hire activity, the church may wish to run a church-based activity at the same time as, but in a separate part of the building to, a hire event that will require the sharing of some of the facilities [i.e. entrance, toilets etc]. In such circumstances the PCC will inform the relevant parties within an appropriate time scale and every effort will be made to keep inconvenience to a minimum.

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### AVAILABILITY FOR HIRE

The Church is available for hire most days until 10.30pm but there are exceptions:

#### Hours available usually are:

Monday/Thursday/Friday – 9am to 10.30pm

Tuesday – 10am to 10.30pm

Wednesday – 9am to 1pm and 4pm to 10.30pm

Saturday – 9am to 4pm and 6.30pm to 10.30pm

Sundays – not normally available

However, on certain days there are additional services and funerals do have to take precedence.

For Hire Costs see separate sheet of current charges.

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### Bookings Secretary

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## Conditions of Hire: All Saints' Church, Winterton

### APPENDIX 1 - PRE-HIRE CHECK-LIST

1. I have been given details of who to contact in the event of an emergency in relation to the building.
2. I understand to which parts of the church premises I have access and which areas are not for use.
3. I have read and understood the Conditions of Hire.

#### Security & Safety

4. I have had explained which key opens which doors [if this applies to my hire].
5. I understand how to lock up the building OR hand back the building to a PCC representative.
6. I have been advised how to hand the key back [if this applies to my hire].
7. I understand that young children are not to be allowed into the churchyard unsupervised where they could wander out onto the road.
8. I have carried out any risk assessment for my event.

#### Fire

9. I know where the fire exits are and how to make them ready for use.
10. I understand that the meeting point in the event of the alarm sounding is in the corner of the churchyard nearest the Queen Street gate.
11. The marked fire exits should be kept clear of obstructions at all times.

#### First Aid

12. I know where the first aid kit is kept and what it contains.
13. I have been shown where the accident book and accident report forms are kept.
14. I know who to contact about any accidents or dangerous occurrences.

#### Utilities & heating

15. I have been shown where the main light switches are located.
16. I have been advised about the heating system.
17. I understand the commercial kitchen guidelines [if this applies to my hire].

#### Food Hygiene

18. I have read and understood the food hygiene

guidelines [if this applies to my hire].

Signed Hirer:

\_\_\_\_\_ Date: \_\_\_\_\_

Signed on behalf of All Saints' PCC:

\_\_\_\_\_ Date: \_\_\_\_\_

### APPENDIX 2 - CHECK-LIST FOR AFTER YOUR EVENT

1. All litter cleared away.
2. Your refuse sacks to be removed from the premises. [You need to provide your own refuse sacks].
3. Food/drink etc to be cleaned off chairs, tables and floor.
4. Areas used to be tidied.
5. Chairs/tables to be stacked in an orderly state OR returned on trolleys to the stores as agreed.
6. Sink/wash basin taps checked and are OFF.
7. All windows to be closed and secured.
8. All lights and other electrical equipment are turned OFF.
9. Exterior doors to be closed and secured.
10. Breakages/damage or other issues notified to the Bookings Secretary.
11. Any accidents entered in accident book and accident forms completed, if needed.
12. Check that everyone has left the building.
13. Key to be returned promptly, as arranged.

You are reminded that no charge is normally made for cleaning, provided all facilities are left in good order and to the satisfaction of the PCC. You will be liable for the costs of any additional cleaning which, at the discretion of the PCC, may be required.