

ST MARY MAGDALEN, KNIGHTON PAROCHIAL CHURCH COUNCIL

KNIGHTON PARISH CENTRE CHURCH LANE, KNIGHTON, LEICESTER LE2 3WG

HIRE AGREEMENT & TERMS AND CONDITIONS OF USE FOR REGULAR USERS

We are pleased that you want to use our Parish Centre for your event or group and hope you have an enjoyable time. We have briefly summarised below the main terms & conditions of this hire agreement for your convenience, but you **should read all of this document** before making your booking and accepting the terms & conditions.

It is particularly important that you read and comply with paragraph 7 regarding child protection and vulnerable adults. Failure to comply with the terms of this condition may result in termination of the hire booking.

Brief summary of terms and conditions

- The hire agreement is made up of the booking email(s) or letter(s) and the attached detailed terms & conditions of hire.
- Please respect your booking times by arriving and leaving promptly.
- Use the facilities responsibly. If damage or extra cleaning costs are incurred, you will have to pay for these.
- Please keep noise down. If music etc is clearly audible in the car park, it is too loud.
- No selling of alcohol is permitted. You can serve it to your guests, but don't charge for it.
- No acts of worship outside of the Christian faith are normally permitted on the premises.
- There is a strict no smoking policy within the Centre at all times.
- Keep the external doors shut during your booking, but note other users may also use these doors. Please monitor the doors to prevent uninvited people from wandering in.
- On finishing your event, please clean and tidy-up (wipe surfaces, put crockery away, wash up etc) in the kitchen when used and in the hall and rooms leave all chairs and tables stacked and stored (main hall) in a safe and tidy condition.
- Please check all toilets for cleanliness and that all taps and lights are turned off before leaving.
- Take all your rubbish home with you otherwise you will be liable for a charge. Please bring suitable bags for this purpose.
- Users must ensure that the Centre is not left open and unoccupied. This applies to all users at all times unless the next user has arrived. If in doubt, lock all external and internal doors and windows when you leave.
- Please don't hang around in the car park as this causes nuisance to our neighbours.
- Anything you leave behind may be disposed of after 1 month

Please read the Centre **Safety Notices** in the foyer including the fire & evacuation procedure.

- If there is a fire, the smoke detection system will give a high pitch sound and you need to ring the **emergency services on 999**; follow the fire & evacuation procedure, ensure the safety of your guests and then inform our caretaker.
- If there is an accident or emergency, please contact the **emergency services on 999** as necessary and then inform the caretaker.
- If you have a problem at the Centre that you can't sort out e.g. water burst; boiler breakdown, smoke detection system malfunction/re-set etc, please contact the caretaker.

The caretaker's telephone number (**0752 5000 511**) is displayed with the Centre Safety Notices in the foyer and can also be found on the Church web site at www.stmarysknighton.co.uk

This summary is intended as a brief résumé of the terms and conditions which follow. It is not a substitute for reading the whole document attached.

1 The Hire Agreement

The hire agreement (which includes the booking emails or paper correspondence) is between 1) St Mary Magdalen, Knighton Parochial Church Council, Parish Centre, Church Lane, Knighton, Leicester LE2 3WG (the Hirer) and 2) the user being the person or body making the booking. Communication by e mail is accepted by both parties as confirming the contract if paper correspondence is not used.

2 The use of the Centre

- 1) Knighton Parish Centre ("the Centre") is used for many purposes including St Mary's Pre-School Playgroup for pre and after school activities, private functions, meetings, conferences, wedding receptions ; classes etc. and is also for Church related activities any other activities authorised by the hirer.
- 2) Unless otherwise specifically agreed, this letting is for the room(s) in the Centre agreed for hire and the non-exclusive use of the kitchen & equipment, the toilets, the cloakroom and the car park at the rear of the building.
- 3) Any persons authorized by the hirer shall have the right to enter the Centre at all times during the period of use.
- 4) The hirer does not warrant that the Centre is fit either legally or physically for the suggested use.

3 Compliance with statutes

(a) The user must ensure that the terms of every statute authorising or regulating how the Centre is used are complied with and that any work to the Centre which any authority acting under any statute requires is done and that any license or registration which is required or which the hirer requires is obtained, renewed and continued as the case may be, including:

- (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 or stage performances; and compliance with the conditions of such requisite licences.
- (v) health and safety at work legislation

AND the user shall keep the hirer fully indemnified against all losses and demands made against or suffered by or incurred by the hirer arising out of all such matters.

(b) The user agrees to pay all such rates, taxes, charges, assessments and other liabilities as may be imposed upon the hirer or otherwise solely as a result of the user's use or occupation of the Centre. If rates, taxes, charges, assessments or other liabilities which are imposed upon the hirer or otherwise are higher than they would have been but for the user's use or occupation of the Centre, then the user shall pay all such additional sums.

4 Booking and hire fees

- (a) The hirer will supply details of the hire fees.
- (b) Unless otherwise agreed, the hirer will invoice total fees each month in arrears and payment shall be made within 14 days.
- (c) The user may not assign or transfer (in whole or in part) the use of the booked rooms in the Centre to any other person(s).
- (d) The hirer reviews its hire fees annually in October for implementation from the 1st of January in the following year.

5 Non - compliance charges

Any costs incurred by the hirer as a result of the user's non- compliance with any of the terms & conditions of the hire may result in a charge made to the user. Examples are: non- removal of own rubbish; damage caused to the Centre property or contents : extra cleaning costs caused by the hirer's use.

6 Notice period

Not less than three months notice is required to be given by either party to terminate the hire agreement.

The hirer reserves the right to terminate the hire agreement with immediate effect should the user commit a breach of the terms and condition consider to be a "gross" breach such as: failing to comply with any Statute or Act , protection of children & vulnerable adults, damage to the Centre property or contents or other misuse.

7 Child Protection & Vulnerable Adults

The hirer is required to have their own safeguarding policy and procedures, in-line with the Home Office recommendations "Safe from Harm". The hirer has noted that the Parochial Church Council of St Mary Magdalen, Knighton has a safeguarding policy which can be viewed at www.stmarysknighton.co.uk

The hirer understands that this booking agreement is conditional on their keeping to their safeguarding policy and procedures and that the agreement can be terminated if they fail to comply with them. The hirer agrees to show evidence of their policy, procedures and compliance to the Parish Safeguarding Co-ordinator or Vicar when requested. The hirer will inform the Parish Safeguarding Co-ordinator if there are any concerns or allegations arising about children or vulnerable adults in the course of their activities.

8 Acts of Worship

No acts of worship outside of the Christian faith are normally permitted on the premises.

9 Preparation and set up

(a) All advertisements and publicity for functions held in the Centre must clearly display the name of the person or organisation holding the function. Please check with the hirer before displaying publicity in advance.

(b) The maximum number of people to be accommodated in each room must not exceed

Main Hall - Seated: 120 Dancing: 105 Lounge – 35 Cottage Room – 16

(c) The user shall attend to the setting-out of tables and chairs.

(d) The user is responsible for ensuring that all gangways, stairways, exits, emergency exits and entrances are kept unobstructed at all times.

(e) No nails, screws, bolts etc may be driven into the walls and fixtures of the Centre and no equipment, furniture or any structures or decorative lighting, posters, placards or notices may be taken into the Centre, or placed or displayed outside it or used there without the previous consent of the hirer

10 Conduct while using the Centre

(a) The user is responsible for the proper conduct of everyone using the Centre (or specific rooms) 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 closed for this reason. If music or amplified voices are clearly audible in the car park, then they are too loud. Parties with DJ's, discos, or live music groups are not permitted as these cause levels of noise which are unacceptable to our neighbours. The hirer or its authorized representative may stop any event which is not properly conducted.

(b) The user is responsible for the proper conduct of children and young people attending the user's event and shall do his/her best to prevent anyone causing an annoyance or inconvenience to other persons. Parties for children only up to 14 years of age are allowed and must be supervised by at least 2 responsible adults at all times.

(c) The Centre generally may not be used for the sale of alcohol or food. Users may bring their own alcohol or food to serve responsibly at their event, but it must not be sold during the event. Special events licensed by Leicester City Council allowing sale of alcohol or "regulated entertainment" may be permitted in exceptional circumstances and with the express permission of hirer.

(d) The user is responsible for all damage done to the Centre (including any Fixtures, Fittings and Furniture and any other articles in it) during the period of use, by anyone invited or allowed into the premises by the user. All damage and breakages must be reported to the hirer and paid for at replacement value.

(e) 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.

(f) Highly flammable substances must not be brought into or used in any part of the Centre, nor are internal decorations of a combustible nature (e.g. polystyrene, cotton wool etc) to be erected without the consent of the hirer. If electrical appliances are brought into the Centre by the user then the user must ensure that these items are safe and in good working order and used in a safe way.

(g) If the user is operating any portable electrical appliance not provided by the hirer, this equipment must have a valid portable appliance test label or certificate. If a valid label / certificate is not available the equipment must not be used.

(h) No explosives, highly flammable spirits or liquid gas containers shall be brought into the Centre and the use of naked lights in any part of the building is strictly prohibited.

(i) The user shall not bring or allow any noxious, dangerous or illegal substances into the Centre.

11 Leaving the Centre

(a) All bookings must end by no later than 10.30 pm, and clearing up must finish and the building be locked by 11pm,

(b) On finishing an event, the user must clean and tidy up (wipe surfaces, wash up etc) in the Kitchen when used and in the Hall and rooms, leave all chairs and tables stacked and stored (Main Hall) in a safe and tidy condition.

(d) Toilets must be checked for cleanliness and taps and lights turned off before leaving.

(e) The user must remove from the Centre all their own rubbish. If the user fails to observe this condition, the hirer may remove the rubbish on behalf of the user and recover the cost from, or make an appropriate charge to, the user. Users are advised to bring suitable rubbish bags for this purpose.

(f) All property of the user and its agents must be removed by the end of the booked period unless prior arrangement is made. The hirer may sell and retain the proceeds of any property left after 1 month after the booked period, or store it and charge the user for such storage at the option of the hirer

(g) The user is responsible for ensuring that on leaving the premises, all external doors and windows are locked (including the kitchen and fire escape doors) and lights switched off.

(h) Users must ensure that the Parish Centre is not left open and unoccupied. This applies to all users at all times unless the next user has arrived. If in doubt, the user should lock the Centre up.

(i) In the event that the user leaves the premises unlocked and unoccupied, the user will be liable for any damage or losses incurred as a result.

12 Fire Procedures

(a) The Fire and evacuation procedure with fire exit and fire extinguisher plan are displayed in the Foyer with other Safety Notices. The user must read these and be aware of the procedures. There is a fire detection system in all rooms, which will make a high pitched sound if a fire is detected. There are the three emergency exits : 1) via the front door, 2) the fire escape door from the Main Hall to the car park and 3) the fire escape door from the Lounge to the car park. The fire assembly point is on the green in front of the building on Church Lane.

The user must also read the other Safety Notices shown on the Centre Notice board.

In the event of fire or the smoke detection system alarm sounding, the user should act in compliance with the fire procedure and when it is safe to do so, contact the Caretaker on the telephone number found at www.stmarysknighton.co.uk or shown on the Safety Notice in the Foyer.

(b) The user is responsible for calling the Fire Brigade to any outbreak of fire, however slight, and for reporting this immediately to the Caretaker – see the Safety Notices for his telephone number.

If decorations have been approved for use in the Centre they should be treated with fire retardant preparation prior to hanging.

(c) The user must ensure that all gangways, exits, emergency exits and fire appliances in the Centre are free from obstruction and available for use at all times during the period of use.

(d) In common with all public buildings smoking is not permitted anywhere in the building at any time

13 Accidents and Emergencies

Please contact the emergency services as necessary and when it is safe to do so, inform the Caretaker on the telephone number found at www.stmarysknighton.co.uk or shown on the Safety Notice in the Foyer.

14 Centre Problems

If the user has a problem at the centre that they cannot solve eg water burst; boiler break down, smoke detection system malfunction/re-set needed etc, contact the Caretaker on the telephone number found at www.stmarysknighton.co.uk or shown on the Safety Notice in the Foyer.

15 Insurance

The Centre is fully covered for any claims due to negligence on the part of the hirer. However, the user must take out their own liability insurance to cover any other claims which may arise in relation to their use of the Centre. In the event of a liability claim against the user, the insurance company may pursue the individuals concerned if no public liability insurance has been obtained prior to the event.

16 Parking

- (a) Users are advised that there are a few parking spaces in the Centre car park, but that access to these spaces is not guaranteed, particularly if there is more than one group in the Centre. Please park only in designated spaces.
- (b) All vehicles are parked in the car park or surrounding roads etc are parked at the owner's risk. The hirer is under no liability to insure against loss, theft or damage to vehicles.
- (c) The emergency access to the Centre must not be obstructed at any time and must be kept free for emergency services.
- (d) No cycles are to be brought into the Centre.

17 Access to facilities by other users

Unless specifically agreed, users of the Centre do not have exclusive use of the kitchen & equipment, the toilets, the cloakroom and the car park at the rear of the building during their hiring period as access may be required by other Centre and Church users. Users will usually be notified in advance if this is likely to happen.

18 Disclaimer

The hirer, its officers, agents and servants shall not be liable to the user or to any person using or entering the Centre for personal injury or for damage to, loss or theft of any property brought into the Centre, unless caused by the negligence on the part of the hirer. The user shall indemnify the hirer, its officers, agents and servants against all claims made by, and liability to, any person in respect of such damage, loss or theft. Particular care must be taken by the user when more than one group is in the building.