

Application to hire St John the Baptist Church, St John's Street, Winchester, SO23 0HF

Please read this agreement carefully, sign and date it. For private functions please return one copy to Deborah Hobbs at St John the Baptist Church or deb.hobbs@eastwinchester.org

For organisations requiring invoicing for regular hires please send by email to deb.hobbs@eastwinchester.org

Hiring Agreement: This agreement is made between St John's PCC (1) and the Hirer (2) named below.

A. The PCC agrees to permit the Hirer to use the premises and to provide the services for the purpose and for the period described below in consideration of the sum mentioned.

1. The PCC: Authorised Representative: Deborah Hobbs, Secretary:

Email deb.hobbs@eastwinchester.org Tel. 01962 849250

2. Hirer (Name of hirer):

Organisation (if applicable):

Address:

Contact Number:

Email:

3. Premises: **St John the Baptist Church, St John's Street, Winchester, SO23 0HF**

4. Purpose of Hiring:

5. Please list instruments/equipment you are intending to bring onto the premises:

6. Date(s) to take place: (Day) _____ (Month) _____ (Year) _____

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If regular hire please state first and last dates for the term/quarter.

Time Required: From _____ am/pm to _____ am/pm (Please include setting up and clearing down time)

7. Do you require the use of kettles/crockery for hot drinks/snacks? Yes No

8. Hiring Fee: £60 for the first 2 hours (£50 for charitable organisations) and thereafter £25 per hour (£20.00 for charitable organisations). Payable before the event takes place unless otherwise agreed. Commercial rate/Ticketed event: £100 per hour.

- B. The Hirer agrees with the PCC to be present during the Hiring and to perform the obligations contained in this Agreement and the Conditions of Hire attached.

The Hirer declares that the information given in this agreement is correct and acknowledges that any misstatement or misrepresentation may invalidate the agreement.

Note: Person(s) signing must be 18 years of age or over. Signed by the person named at 2 above (on behalf of the organisation named above, where applicable)

_____ (signature) Agreed by PCC representative: _____

_____ (Name in block letters)

Terms and Conditions

1. Supervision

THE HIRER will be responsible for supervision of the premises, the fabric and the contents; for their care and safety from damage; for change of any sort and for 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 or other users of the premises.

2. Use of Premises

THE HIRER shall not use the premises for any purpose other than that described in the Hiring agreement or use the premises for any unlawful purpose nor do anything or bring onto the premises anything which may render invalid any insurance policies nor allow the sale of alcohol without the PCC's written permission.

3. Capacity of Premises

THE HIRER shall not exceed a capacity of 100 persons. The hirer should note that there is a seating limit of 95.

4. Public Safety Compliance

THE HIRER shall comply with all conditions and regulations made in respect public safety relating to the use of the premises The Hirer acknowledges receipt of instruction in the action to be taken in event of fire including calling the fire brigade and evacuating the premises, 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.

THE HIRER shall check the following items:

- a. That all fire exits are unlocked.
- b. That all escape routes are free of obstruction and can be safely used.
- c. That they know where the fire extinguishers are sited.
- d. That there are no obvious fire hazards on the premises.

5. Safeguarding of Children and/or Vulnerable Adults

IF THE HIRER's activities involve children and/or vulnerable adults, it is the hirer's responsibility to have a Safeguarding Policy and DBS certification process in place. We reserve the right to see any relevant documents.

6. Health and Hygiene

THE HIRER shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations. The hirer is responsible for cleaning the church space after use ensuring that no one enters any areas of the church which have been cordoned off. The church is a no smoking building.

7. Electrical Appliance Safety

THE HIRER shall ensure that any electrical appliances brought to the premises and used there shall be safe and in good working order and used in a safe manner.

8. Indemnity

- a) THE HIRER shall indemnify the PCC for the cost of repair of any damage done to any part of the premises and the building of which they form part including the grounds or the contents of the building that may occur during the period of the Hiring as a result of the Hiring.
- b) THE HIRER shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the premises. The PCC is insured against any claims arising out of its own negligence, but this does not cover any activities organised by hirers.
- c) THE HIRER shall ensure that all contents belonging to the Hirer are adequately insured.
- d) THE HIRER agrees to indemnify the Parochial Church Council in respect of each and every claim arising out of the use of the Premises for personal injury and/ or death of any person and/ or damage to the Premises consequential or otherwise which has been caused by the negligent act or omission of the Hirer, its agents, employees or other persons involved in the Hirer's use of the Premises.
- e) THE HIRER shall ensure they have sufficient insurance to cover such claims in respect of any occurrence and will produce for inspection copies of policies of insurance in respect of the same if requested.

9. Accidents and Dangerous Occurrences

THE HIRER is reminded that they are responsible for any accident or injury arising out of the activity for which they have booked the premises. It is the responsibility of the hirer to ensure that the premises are safe for the purposes for which they intend to use them. Hirers of St John the Baptist are required to complete details of any accident or incident occurring during their occupation of the premises which did or could give rise to injury as soon as possible after the accident or incident but, in any case before the premises are vacated by the hirers after the event. A book is provided for this purpose and this is located on the noticeboard by the refectory area.

- a. The following information should be recorded in the book:
 - i. Name, address and telephone number of person(s) injured.
 - ii. Exact time and place of the occurrence.
 - iii. Detailed description of accident or incident including a description of any apparatus or equipment involved.
 - iv. Name, address and telephone number of any witness(es) to the accident.
 - v. Signed witness statements should be obtained if possible.
 - vi. Any apparatus or equipment involved must be retained for inspection.
- b. THE HIRER must notify Deb Hobbs (deb.hobbs@eastwinchester.org Tel. 01962 849250) as soon as possible after the accident, but in any event within 24 hours, with a completed form from the accident book.

10. Animals

THE HIRER shall ensure that no animals (including birds) except assistance dogs are brought into the premises unless agreed in writing in advance by the PCC.

11. Noise

THE HIRER shall ensure that the minimum of noise is made on arrival and departure and that the noise level of the Hiring does not cause a nuisance or inconvenience to occupiers of nearby premises.

12. Storage

PERMISSION must be obtained before goods or equipment are left or stored at the premises. No responsibility is accepted by the PCC for the safety of such goods or equipment or for any damage.

13. Cancellation by the Hirer

IF THE HIRER wishes to cancel the booking before the date of the event, the question of the payment or the repayment of the fee shall be at the discretion of the PCC.

14. Cancellation by the PCC

THE PCC may terminate the Hiring immediately by notice (which may be given orally but which will be confirmed in writing as soon as possible afterwards) in the event that the Hirer is in breach of the terms of this Agreement in any way.

15. Unfit for Use

IN the event of the premises or any part thereof being rendered unfit for the use for which it has been hired, the PCC shall not be liable to the Hirer for any resulting loss or damage whatsoever.

16. End of Hire

UNLESS the Hirer has agreed in advance for the premises to be cleaned at the end of the Hiring (for which an extra charge is made) 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 (including tables and chairs) temporarily removed from their usual positions properly cleaned and replaced, floors swept and all waste removed by the Hirer from the premises. Failure to comply shall entitle the PCC to clean up and to arrange for the removal of waste from the premises and to charge costs to the Hirer. The Hirer shall remove all items belonging to the Hirer at the end of the Hiring.