

Hiring Agreement for St Mark's Hall

THIS AGREEMENT is made on day of 20.....

BETWEEN THE PAROCHIAL CHURCH COUNCIL (PCC) OF

St Mark with St Margaret, Plumstead Old Mill Road, London, SE18 1QE

and the person(s) or body named below ("the Hirer") whereby in consideration of the sum(s) mentioned in paragraph 4 below:-

A. The PCC agree to permit the Hirer to use the premises or part(s) of the premises designated in paragraph 3 for the purposes and period(s) and at the hiring fee specified below:-

1. Purpose of Hiring

2. Period of Hiring Date(s)

Up to 1 hr set-up and 1 hr set-down time included free. Access hours from to

Chargeable hours from to Total chargeable hours

3. Description of rooms and facilities to be hired:

St Mark's Hall including hall, stage, hall kitchen, WC facilities, back room and adjoining outdoor area.

4. Hiring Fee (@ £50 per hour; minimum hiring fee £150) £.....

Less deposit received (minimum deposit £50) £.....

Balance of £..... payable on or before (date)

Damage deposit of £..... payable on or before (date)

5. PCC's authorised representative: Mr Saul Kirunda

Telephone number: 07311819226

Email address: saulkb@gmail.com

6. Hirer (full name)

Organisation (if applicable)

Address

Telephone number

Email address

7. THE HIRER agrees to observe and perform the provisions and stipulations contained or referred to in the PCC's current Conditions of Hire and in such rules governing the use of the premises ("the Rules") and as the PCC may for the time being impose and of which the Hirer has been notified.

Standard Conditions of Hire

Payment

1. The Hirer shall pay as a deposit a minimum of £50 to reserve the hire date. This amount is due immediately at the point of booking in the case of online bookings, or within 7 days in the case of in-person or telephone bookings. Such deposit shall only be refundable to the Hirer in the event of the PCC cancelling the booking, or where the Hirer cancels giving more than one month's notice, in which case an administration fee will apply (see below).
2. The Hirer shall pay the balance of fees at least one month prior to the hire date. If the hire date falls within one month of the initial booking date, the full balance is payable within 7 days of the initial booking date.
3. Payment may be made in cash, by card using our card reader, or online via Wix secure checkout at www.plumsteadcommonUB.org/bookstmarkshall.
4. Cheque payments will be accepted if received at least 6 weeks prior to the hire date. Cheques are to be made payable to 'St Mark with St Margaret PCC'.
5. Payment may be made by bank transfer or standing order using the following details:
St Mark with St Margaret PCC, NatWest Bank, A/C 16407075, sort code 60-24-26. The Hirer must provide a copy to the PCC of the transfer receipt or confirmation of standing order provided by the Hirer's bank for such payment to be acknowledged.
6. There is a minimum hire fee of £150, equivalent to 3 hours' hire, which applies to all hires, including those of shorter duration.

Damage deposit

7. The Hirer shall pay a refundable damage deposit due two weeks prior to the hire date. The damage deposit payable for any hire period due to end before 6pm is set at £100; the damage deposit payable for any hire period due to end at or after 6pm is set at £200.
8. The damage deposit will be refunded, less any deductions, at the sole discretion of the PCC.
9. The PCC reserves the right to retain the damage deposit, in whole or in part, in the case of damage, loss or soiling of the fabric and contents of the hired premises, including the car park and outdoor areas, or in the case of late departure, inappropriate behaviour, or any other breach of the Rules, and in such instances the Hirer may be restricted from hiring the premises again.
10. The PCC will endeavour to process any damage deposit refunds within 14 days of the end of the hire event. Payments made originally by card using a card reader will be refunded via the same method. All other refunds will be made in cash or by cheque. Refunds may be subject to delays by third party payment processing providers.

Late Departure

11. The hire period includes up to 1 hour of free set-up time and up to 1 hour of free set-down time.
12. Late departure beyond the agreed hire period will be charged at a rate of £50 per hour up to 9pm, plus £100 for departures between 9pm-9.45pm, and £200 for departures between 9.45-10.30pm, and £200 per hour thereafter.

Cancellations

13. The PCC reserves the right to cancel the booking if exceptional unforeseen circumstances arise. In the event of the PCC cancelling the booking, all fees (including the deposit) paid by the Hirer shall be refunded without deduction.
14. If the Hirer wishes to cancel the booking, the PCC may at its absolute discretion refund the fees in accordance with the conditions laid out in the table below:

Cancellation period	Amount refundable
If a hire is cancelled more than 1 calendar month in advance of the hire date	Full amount refundable, less a £5 admin fee
If a hire is cancelled 1 calendar month or less and more than 2 weeks in advance of the hire date	Damage deposit fully refundable (if paid); hiring fees 50% refundable
If a hire is cancelled 2 weeks or less in advance of the hire date	Damage deposit fully refundable (if paid); hiring fee 20% refundable

15. The PCC will endeavour to process any refunds pertaining to cancelled events within 14 days of confirming a hire cancellation. Refunds may be subject to delays by third party payment processing providers.

Behaviour

16. The Hirer shall ensure that the Rules governing the use of the premises are complied with.
17. The Hirer shall during the period of hiring, be responsible for supervision and security of the premises, protection of the fabric and contents from damage, and the behaviour of all persons using the premises, including proper supervision of car parking arrangements to avoid obstruction of the highway and private land at Church Hyde.

Liability, Insurance and Lawful Conduct

18. The Hirer shall be responsible for obtaining any local authority or other licences necessary in connection with the booking, other than those already held by the PCC.
19. The Hirer shall be responsible for making adequate arrangements to insure against any third-party claims which may lay against the Hirer or his/her organisation whilst using the premises.
20. The Hirer shall be responsible for the observance of all regulations affecting the premises imposed by the Licensing Justices, the Fire Authority and the Local Authority or otherwise.
21. The Hirer shall not sub-let or use the premises for any unlawful purpose or in any unlawful way or do anything or bring onto the premises anything which may endanger the premises, their users, or any insurance policies relating thereto.
22. The Hirer shall indemnify the PCC in respect of the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the building during, or as a result of, a booking and in respect of any liability to third parties or otherwise arising out of the use of the premises pursuant to the booking.
23. The Hirer shall, if selling goods on the premises, comply with all relevant fair trading laws and any local code of practice issued in connection with such sales.
24. The Hirer acknowledges that no tenancy is intended to be created between the PCC and the Hirer and no relationship of landlord and tenant exists between them.

25. The Hirer is reminded that they are responsible for any accident or injury arising out of the activity for which they have hired the premises. It is the responsibility of the hirer to ensure that the premises are safe for the purpose for which they intend to use them.

Accidents

26. The Hirer must, in the event of an accident, complete the accident form in part C, providing all information requested, and return this to a PCC representative before the hired premises are vacated.

Safeguarding

27. The Hirer shall abide by the PCC Safeguarding Policy, signing the statement provided at the end of this agreement to acknowledge that this has been seen and that all concerns relating to abuse of vulnerable groups will be reported to the relevant statutory authority.

AS WITNESS the hands of the parties hereto

SIGNED by the person named in paragraph 5 of the hiring agreement, on behalf of the PCC.

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Date.....

SIGNED by the person named in paragraph 6 of the hiring agreement, on behalf of the Hirer.

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Date.....

Rules governing the use of St Mark's Hall

Failure to adhere to the Rules will result in full or partial forfeiture of the damage deposit.

1. Clean up after yourselves

- ☐ **Wipe tables and chairs**, collapse and replace carefully on the appropriate trolleys.
- ☐ **Wipe up** or mop up **all spills** wherever they occur: e.g. the floor, tables, surfaces, fridge, cooker, walls, sills, etc. This includes spills of food, drinks, craft materials, or anything else.
- ☐ **Sweep** all debris from the floor. There is no need to mop the floor unless cleaning up a spill.
- ☐ **Remove** all decorations, food/drinks/materials, hired items and personal belongings.
- ☐ **Check carefully for gum**. Any used chewing/bubble gum left anywhere on the premises, except for inside a bag in the bin, will result in instant forfeiture of the damage deposit.

2. Dispose of all rubbish appropriately

- ☐ Rubbish must be **bagged** and deposited in the **outdoor wheelie bins** provided. *All wheelie bins are for general waste, regardless of colour.*
- ☐ If the wheelie bins are all full, overflow must be **bagged** and placed in the **rubbish shed**.
- ☐ **No** hot ashes, hazardous or toxic waste, sharps, nappies, bulky waste, or any waste unrelated to the purpose of hiring as detailed on the Hiring Agreement may be left on site.
- ☐ **Do not, under any circumstances, leave any waste, bagged or not, on the floor by the bins,** or anywhere else on or around the premises, including the car park. If your waste does not fit in a standard black bin bag, you must take it home with you for proper disposal.
- ☐ **Do not, under any circumstances, deposit any waste in any toilets or sinks, including oils and fats, rice and other food, nappies, wipes, sanitary items or anything else.**

3. Respect each other, our neighbours and the passing public

- ☐ **Do not obstruct the private car park on Church Hyde**, beyond the conifer trees to the rear of the church car park. **Park sensibly** on the road and in the church car park only. Do not obstruct the public highway (road or pavements).
- ☐ **Do not take any food or drink outside** without prior written permission from the PCC.
- ☐ **Consider noise levels**. Music must be kept at a safe volume and **turned off by 8.30pm**.
- ☐ The **windows** must be kept closed while any speakers or amplifiers are in use.
- ☐ The hall is fitted with a **sound limiter** which will cut all power to the building in the event of excessive noise. Hirers will be shown how to interpret the warnings of this device to maintain safe and considerate noise levels, and how to reset it if necessary.
- ☐ **Do not tamper with the sound limiter**, which is fitted to the mains power supply, or any of its component parts. Interfering with electrical installations risks death.
- ☐ **Violent, aggressive or abusive behaviour** towards church representatives, neighbours, members of the public or other hall users will not be tolerated. The police will be informed.

4. Take care of each other, the Hall, and its contents

- ☐ Ensure **all** guests are aware of **fire exits** and the locations of **fire safety equipment**. In case of smoke or fire, evacuate the building immediately and call 999. The fire assembly point is on Plumstead Common, opposite the front door of the building.

- ☐ **Notify a PCC representative** of any incident involving fire or smoke, or resulting in evacuation or emergency services involvement as soon as it is safe to do so.
- ☐ **Fire doors** must be kept shut.
- ☐ **Mop up spills quickly** to avoid damage and/or staining and prevent accidents.
- ☐ Handle all **equipment** carefully. If you are unsure, ask a PCC representative how to do so or use alternative equipment.
- ☐ Chairs, tables and bulky equipment must be lifted safely and **never dragged across the floor**.
- ☐ **Hall ladders are not for use by hirers**. Any use of ladders on the premises should only be undertaken by individuals suitably trained in their safe usage to prevent falls from height.
- ☐ **Children must be supervised**. It is not advisable to allow children to use the stage or enter the kitchen due to the risk of falling and presence of heat sources and/or electricals.
- ☐ **Cables must not pass through doorways**. Cables and extension leads must be kept tidy and away from walkways, and suitably covered where necessary.
- ☐ **Do not tamper with the sound system set-up**. You may plug in a suitable, undamaged device (such as a phone, tablet or laptop), in good condition and maintained according to the manufacturer's instructions, to the appropriate "audio input" socket using *your own* red and white RCA audio cable. You may also use the CD player or tape deck with appropriate CDs/tapes. **Do not force** any element of the stereo system, including the disc drive; operate the buttons/switches **gently**. If you are unsure, ask a PCC representative for assistance. Children must not be allowed to play with the sound system.
- ☐ **Unplug your device immediately if it shows signs of overheating** (hot to touch, smoke, melting/warped plastic or metal, scorching, discolouration) **and remove it from the premises**.
- ☐ **Use removable, non-damaging fixings** such as Blu-tack or string for putting up decorations. Do not leave glue, sticky tape, or other residues on the walls, floor or anywhere else.
- ☐ **Do not tamper with the thermostat**. The heating will be set for you on arrival. It is set to a specific schedule for controlling internal humidity and timed periods of heating for regular users. If you would like to adjust it, ask a PCC representative to assist you.
- ☐ **Do not consume or dispose of any consumables you find on the premises** without explicit prior permission to do so from a PCC representative. These belong to regular users. This includes but is not limited to tea, coffee, biscuits and arts and crafts materials. You may use cleaning materials, rubbish sacks, soap and paper towels etc provided for their intended use.
- ☐ **Do not interfere with any restricted equipment you find on the premises** without explicit prior permission to do so from a PCC representative. This includes but is not limited to nursery equipment and portable mirrors, any equipment locked away or specified restricted.
- ☐ **Chewing gum, skates, skateboards, boots with studs/spikes**, and any other items that have the potential to cause damage to the floor or fabric of the building are **not permitted**.
- ☐ **Smoking, fireworks, barbecues and fires are strictly prohibited**.
- ☐ You must **inform a representative of the PCC of any damages before vacating the premises**.

I/we agree that we have read and will abide by the Rules.

Hall Hirer:

Date:

B. The Parish of St Mark with St Margaret has adopted the Diocese of Southwark safeguarding policy available online at www.southwark.anglican.org/safeguarding:

Safeguarding policy promoting a safer church

In accordance with the Church of England Safeguarding Policy, our church is committed to:

- promoting a safer environment and culture
- safely recruiting and supporting all those with any responsibility related to children, young people and vulnerable adults within the church
- responding promptly to every safeguarding concern or allegation
- caring pastorally for victims/survivors of abuse and other affected persons
- caring pastorally for those who are the subject of concerns or allegations of abuse and other affected persons
- responding to those who may pose a present risk to others.

The parish will:

- create a safe and caring place for all
- have a named Parish Safeguarding Officer (PSO) to work with the Incumbent and the PCC to implement policy and procedures
- safely recruit, train and support all those with any responsibility for children, young people and adults to have the confidence and skills to recognise and respond to abuse
- ensure that there is appropriate insurance cover for all activities involving children and adults undertaken in the name of the parish
- display on church premises and on the parish website the details of whom to contact with safeguarding concerns or support needs
- listen to and take seriously all those who disclose abuse
- take steps to protect children and adults when a safeguarding concern of any kind arises, following House of Bishops' guidance, including immediately notifying the Diocesan Safeguarding Adviser (DSA) and statutory agencies
- offer support to victims/survivors of abuse regardless of the type of abuse, when or where it occurred
- care for and monitor any member of the church community who may pose a risk to children and adults whilst maintaining appropriate confidentiality and the safety of all parties
- ensure that health and safety policy, procedures and risk assessments are in place and that these are reviewed annually
- review the implementation of the Safeguarding Policy, Procedures and Practice at least annually. Each person who works within this church community will agree to abide by this policy and the guidelines established by this church.

I/we agree that we will abide by the ethos of this statement and that all concerns relating to abuse of vulnerable groups will be reported to the relevant statutory authority.

Hall Hirer:

Date:

PART C

THE HIRER(S) of St Mark's Hall is / 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 hirer(s) after the event.

Person injured:

Full name

Organisation (if applicable)

Address

Telephone number

Email address

Incident details:

Time of incident

Place incident occurred

Detailed description of accident / incident (including a description of any apparatus or equipment involved) *continue overleaf if necessary*

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Witnesses:

1. Full name

Organisation (if applicable)

Address

Telephone number

Email address

2. Full name

Organisation (if applicable)

Address

Telephone number

Email address

(Signed witness statements should be obtained wherever possible)