Whyteleafe Free Church

157A Godstone Road, Whyteleafe, Surrey, CR3 0EH

**Conditions of Hire**

**Introduction**

**This agreement** is between the person/persons signing the application form (known hereafter as the “Hirer”) and “Whyteleafe Free Church Trustees” [WFC].

**WFC** shall not be liable to the Hirer for any closure of the premises or interruption of the letting due to any event beyond their control.

**Maximum Hall Capacity 50**

The use of the Kitchenis automatically part of the hall hire

PleaseNote. Access to the gents' toilets is through the church. Please only enter the church for access to the gents' toilets. The church is NOT part of the hire agreement.

**As the Hirer,** you agreeto familiarise yourself with your Health and Safety Regulations obligations. Please note that it may be necessary to reduce hall capacity if outside tables and/or other large items of furniture are to be used as part of your event.

**WFC** accepts no responsibility for the loss of personal possessions or injury sustained to any persons while the Church Hall or Car Park is in the use of the hirer. All users should ensure that they have adequate insurance in force for all legal liabilities that could arise, including death or personal injury, to third parties, or damage to the property or the property of others arising out of their occupation and their activities while at the premises. A request to see proof of such insurance may be made from time to time.

**Hirers** have free use of the available furniture e.g., tables, chairs, etc. in the Hall. Hirers are expected to make their arrangements about the putting out and putting away of any furniture used. Regrettably, WFC cannot provide this service.

**HEALTH AND SAFETY**

INJURY WFC shall not be responsible for injury to any person or for the loss or damage to any property belonging to any person using the Hall premises or grounds.

 **All accidents must be written in the Accident Report Book located in the Kitchen next to the First Aid bag.**

GAS/ELECTRICITY No apparatus may be brought into or near the Hall involving gas under pressure.

FIRE SAFETY The Hirer agrees to observe all the fire precautions and shall not at any time obstruct or cause obstruction of any gangway, corridor, entrance, or exit. Highly flammable substances are not permitted in the Hall. At the commencement of any event, the hirer must point out the nearest fire exits, and which should be used.

Fire Extinguishers are located in the kitchen and the exits to the hall. It is the responsibility of The Hirer to familiarise themselves with the positions of the nearest Extinguisher according to their activity. If in doubt the WFC representative will be pleased to assist further, and a list of Fire Extinguishers and their locations can be provided.

The Fire Brigade should be called to any outbreak of fire, however slight, and the incident reported to the WFC administrator

Tel: 0208 645 2387, or in emergency 01883 625204 / 07494037281

SMOKING IS NOT PERMITTED IN ANY PART OF THE CHURCH BUILDINGS.

LOBBY No extra tables, easels, or decorations are to be placed in the area between the front door and inside double doors of the Hall Lobby.

RISK ASSESSMENT The Hirer agrees to undertake a Risk Assessment where appropriate and will provide WFC with a copy of the same 2 weeks prior to the commencement of hire.

**LEGAL MATTERS**

SAFEGUARDING Hirers intending to bring children and vulnerable adults into the premises are required to notify the WFC administrator and should note that the trustees have a Safeguarding policy requiring the Hirer to adhere to the following.

**Always a minimum of two leaders with a group of children, then the staffing level is: -**

**0-2 years             1 adult to 3 children**

**2-3 years             1 adult to 4 children**

**4-8 years             1 adult to 6 children**

**9-12 years           1 adult to 8 children**

**13-18 years 1 adult to 10 children**

**A Register of attendance must be kept**

**Access to a mobile phone to be able to call for help if necessary**

**Awareness of Fire Procedures**

**Children must be discharged to the rightful parent or guardian at the end of an event**

Anyone intending to hire the premises may receive a full copy of the Policy and will be required to make a declaration that they agree to abide by it. Events for those under 18 must at all times be properly supervised by an adequate number of Responsible adults in accordance with the National Published Figures as shown above.

ALCOHOL/DRUGS **No intoxicating liquor shall be brought on the premises or grounds.**

*The discovery of the possession of Class A, B, or C drugs or the carrying of weapons will result in the police being informed. The entire deposit will be forfeited.*

LICENCES The Hirer is responsible for obtaining and paying the cost of any licenses required from the appropriate local authority the Performing Rights Society, or the owners of the copyright.

PUBLIC PERFORMANCES

All performances, plays, scenery, etc. shall conform to the LOCAL Public Performance Regulations.

RESPONSIBILITIES

**The Hirer shall accept full responsibility** for the due observance in all respects of these Conditions of Hire and for the payment of all sums due to WFC as set out in the Hire Agreement.

**The Hirer must be a responsible adult over the age of 18** and must be responsible for orderly behaviour at all times.

**The Hirer shall not use the premises for any other purpose than that specified in the Hire Agreement**.

**The Hirer will occupy and use the premises as a licensee only** and no tenancy is intended to be created hereby.

**The Trustees reserve the right to refuse or cancel a booking without a reason being stated**.

**The Premises will be available** to the Hirer up to 10.00 pm on weekdays and 10.30 pm at the latest on Saturdays. No extension of these hours will be granted for any reason whatsoever and the Hall must be vacated by the Hirer and users at the end of the actual hire time. Failure to comply with this condition will result in forfeiture of the entire deposit. PLEASE NOTE: WFC has no power of negotiation over this matter.

**FINANCE**

**HIRE CHARGES The amount of the hire is £27 per hour.**

Bookings made by telephone will be provisional and must be confirmed in writing to the WFC email address (whyteleafefreechurch@gmail.com) FULL payment must be made when signing the hire agreement. A receipt will be given when the payment is made.

CANCELLATION Notice of cancellation must be in writing to the WFC administrator through Whyteleafe free church email address: whyteleafefreechurch@gmail.com. If less than 7 days' notice is given, the Hirer will be liable for 50% of the charge.

The Trustees reserve the right to retain all or part of the Hire Fee if cancellation by the Hirer occurs without adequate reason.

PAYMENT Please pay by bank transfer to Lloyds Bank, Whyteleafe Free Church, sort code: 30 98 97, account number: 22102862, and send remittance advice by email.

DEPOSIT A Refundable Damage Deposit is also mandatory. ALL THE ABOVE CONDITIONS WILL BE TAKEN INTO ACCOUNT WHEN CONSIDERING THE RETURN OF THE REFUNDABLE DAMAGE DEPOSIT. FAILURE TO COMPLY WITH ANY OF THESE CONDITIONS MAY RESULT IN THE COMPLETE OR PARTIAL FORFEITURE OF THE REFUNDABLE DEPOSIT.

The refundable Damage Deposit will be at least 25% of the total hire charge, with a minimum damage deposit of £50 being payable.

If you book the hall for an event, you must ensure that you build in enough time to set up and clear away afterward, if your event runs over 15 minutes of your booked time you will be charged at the appropriate rate, and it will be deducted from your refundable deposit.

The return of the refundable damage deposit after the event may take up to a fortnight.

DAMAGE Any damage caused to the premises or grounds, or breakages or loss of equipment or property shall be made good by the Hirer or by the Trustees at the expense of the Hirer.

The WFC Trustees will be under no liability in respect of the damage or theft or loss of any equipment or personal belongings whatsoever brought onto the premises by the Hirer or any persons enjoying the use of the premises for the purpose of the booking.

No posters, placards, photographs, handbills, or advertisements shall be affixed to noticeboards, walls, doors, or any part of the buildings without permission of the Trustees or any other authorised representative of the Trustees. The Hirer shall not use any BlueTrack, or any other adhesive or fixing material, Sellotape, drawing pins, that may damage the fabric of the premises.

No staging, scenery, decorations, or the like may be affixed to any part of the buildings or alterations made to curtains, electric lamps or fittings, electrical circuits or wiring, public address installation, or stage lighting, without the permission of the WFC Trustees or their authorised representative.

It is illegal to advertise on trees, grit bins, railings, and other public property.

Stiletto heels may not be worn on the premises, nor any equipment used which may cause damage to the floor.

**GOOD PRACTICE**

RUBBISH The Hirer is responsible for clearing the hall and removing from the hall and its environs any rubbish, cans, bottles, etc. immediately after the end of the hiring. Rubbish must not be left on the premises nor on the street under any circumstances. Please make every effort to maximize the amount of recycling**. The Church bins are not available for public use. You must physically remove any rubbish that you create.**

NOISE The Trustees are anxious at all times to act as good neighbours towards the surrounding community and, with this in mind, all music must cease 30 minutes prior to vacating the premises. The Hirer must undertake to avoid any excessive noise - particularly amplified music - which would annoy neighbours.

Under no circumstances shall the windows and door on the side of the Hall be opened in order to provide additional ventilation if the event is noisy.

The Hirer must also undertake to avoid noise and disturbance to neighbours when leaving the Hall and Car Park at the end of the hiring.

PARKING Hirers should note that the car park is limited to 15 places. The approach drive and unmarked areas **should be left clear at all times** to permit access by the emergency services. The Disabled Bay (for 1 car) must be used appropriately.

AFTER USE After use, the Premises must be left in the same state as they were found. You are automatically hiring the kitchen, and this must be left spotlessly clean, or your refundable deposit will be forfeit. We do not have a recycle bin.

ACCESS The Premises will be opened for the hirer by a WFC representative, who will return 15 minutes prior to the end of the booking period.

An authorised representative of WFC shall have the right of access to the premises at all times and the Hirer shall comply with all instructions of the authorised person, whether verbal or written.

The Hirer agrees to ensure that the premises are not left unattended during the period of the booking without arrangements for the security of the premises having been made with the WFC representative.

The Hirer must use only those areas of the premises specified in the application form at the time of booking.

SAFETY **A First Aid Bag is located in the kitchen.**

Abusive behaviour will not be tolerated towards any employed member of staff or volunteer. You need to comply with any instructions given by the WFC administrator or any WFC representative. Failure to do so will result in forfeiture of the entire Refundable Damage Deposit. The WFC representative has the authority of the Elders to involve the authorities should they deem this necessary.

Whyteleafe Free Church [WFC]

Hall Hire Agreement

NAME OF GROUP/ORGANISATION [if applicable]

I/WE ACKNOWLEDGE RECEIPT OF THE CONDITIONS OF HIRE OF WFC CHURCH HALL AND AGREE TO ABIDE THEREBY. I/WE CONFIRM THAT I/WE HAVE RECEIVED A COPY OF THESE CONDITIONS FOR MY/OUR RETENTION.

|  |  |
| --- | --- |
| DATE(S) OF HIRE | TIME FROM TO  |
| SIGNEDPrint name  | TELEPHONE NO. |
| ADDRESS |  CHARGE £ |
|  |  DAMAGE DEPOSIT £ |
| DATE | AMOUNT DUE £ |

*In signing the Application Form, the Hirer agrees not to use, or suffer the Premises or any part thereof to be used for illegal, immoral, or irreverent purposes, or for any purpose in conflict with the Christian practice and beliefs of WFC. WFC welcomes the use of the Premises by members of non-Christian faith communities for cultural and other ceremonies but reserves the right to enquire about the nature of these ceremonies and to refuse or cancel a booking should these activities conflict with Christian practice.*

Please make all payments by bank transfer to Whyteleafe Free Church CIO. Registered Charity number 1188003

*Lloyds Bank Sort code 30-98-97* *Account Number 22102862*

**And send remittance advice by email, please***.*