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FACILITIES HIRE AGREEMENT

1. Introduction

1.1 The following document sets out the policy in relation to the hire and use of St Mary's Church Hall

1.2 This document should be read in conjunction with the confirmation emails generated by our booking system.

1.3 The Parochial Church Council of the Church of St Mary Stoke("the PCC") is responsible for agreeing, setting and overseeing the usage of the Hall facilities and has delegated responsibility as set out below.

2. General Rules Regarding Use

2.1 The Hall is a valuable community resources and the PCC aims to make them as available and accessible as possible to the local community, subject to the following considerations:

2.2 The Management Team reserves the right to refuse requests for hire by groups or for activities which, in the opinion of the Management Team, are either contrary to the purposes and beliefs of the Church of England, or where the Management Team considers that such use or activities may cause offence, on grounds of their religion or belief, to a significant number of Christians.

2.3 No acts of worship, other than Christian worship, are permitted on the premises.

2.4 All events are to finish by 11pm, except where agreed in writing at the time the booking is accepted.

2.5 The premises will not be available to the Hirer before the beginning of the booked hire period, and must be vacated at the end of the booked hire period, (except by prior agreement with the Management Team, e.g. where consecutive days have been booked.) **For the avoidance of doubt, Hirers must include setting and clearing up time in their booking and *are not entitled to enter the premises prior to the time booked, or to remain on the premises after the booking ends.***

2.6 Hiring does not entitle the Hirer to enter the premises at any time other than the specific day(s)/time(s) for which the Hall has been hired.

2.7 The Hirer may only use that part of the Hall that they have hired and must observe all instructions given by the Management Team concerning the premises.

2.8 The Management Team will invoice any hirer for additional hire periods and resources used by them which fall outside the booking.

3. Regular Lettings

3.1 New regular lettings are welcome and the Operations Manager will endeavour to accommodate new enquiries, confirming availability and blocking out the bookings diary for the period agreed.

3.2 Regular Hirers may be eligible for discounted rates at the discretion of the Operations Manager.

3.3 Monthly accounts must be paid within 15 days.

3.4 If the Facilities are left in an unsatisfactory state, a cleaning fee of £30 will be invoiced to the regular Hirer

3.5 The Facilities may not be sub-let by a Hirer. Should the Hirer be unable to use one or more regular session that they have booked, they should notify the Operations Manager as soon as possible. Should the booking be unused but the hall re-let, the Operations Manager will reduce the regular Hirer's monthly invoice by an appropriate amount to reflect this.

3.6 Upon receipt of a £50 returnable deposit a key may be issued to regular Hirers

3.7 Regular bookings will be reviewed annually.

4. Charges (Hourly Rates, Expect where Specified)

4.1 Invoices are generated around the 1st of the month and are in arrears for the previous months bookings

4.2 Payments must be made within 15 days of the invoice date

4.3 The rate chargeable is currently £20 per hour (This is reviewed in September)

4.4 Payments should be made by Direct Bank Transfer (Bacs) using the details shown on your invoice or booking confirmation.

5. Cancellation

5.1 Regular hire agreements may be cancelled by either party giving the other one calendar months' notice in writing.

5.2 The Management Team reserves the right to cancel the hire at short notice if the hire fee is not paid in full.

5.3 The Management Team reserves the right to cancel the booking if unforeseen circumstances arise and without a reason being stated. In the event of the Management Team cancelling the booking in accordance with this clause, all fees/deposits paid by the Hirer shall be refunded.

6. Access and Security

6.1 The Hirer is responsible for all setting up and putting away of any equipment used

6.2 The Hirer is to be present for the duration of the letting to check that the facilities are in order.

6.3 The premises must not be left unattended during the period of the booking.

6.4 The key(s) must be safeguarded at all times.

6.5 The keys shall not be copied nor given or lent to any third party.

6.6 Loss of keys must be reported immediately to the Management Team via the emergency contact number provided. The Hirer will be invoiced for the cost of replacement keys (and the cost deducted from the cleaning/damage deposit.

6.7 It is the Hirer's responsibility to ensure that all fire doors and windows are closed, all doors locked, all lights switched off and the heating is set in accordance with the instructions given by the Management Team.

6.8 During the letting period a member of the Management Team or their appointed representative may enter any part of the building at any time.

7. Car Parking

7.1 Car Parking is included in the booking however this is not exclusive use of the Car Park.

7.2 On some occasions the Car Park may not be available during your booking, the Operations manager will inform you if this is the case for you booking.

7.3 Only cars displaying a valid Disabled Badge are to be parked on the two marked Disabled Bays.

7.4 Users are asked to park thoughtfully and responsibly.

7.5 Cars are parked in the church car-park at their owner's risk. At the end of a session, especially in the evening, hirers are expected to hook the entrance chain to the gate-post. (If it is necessary to unhook the chain, this should be left by one gate-post, not across the driveway).

8. Health and Safety

8.1 Whilst the PCC will take steps to ensure the premises are safe to use, it is the responsibility of the Hirer to ensure the safe conduct of their activity during the period of hire, including the presence of a suitably qualified First Aider if necessary.

8.2 Any accident involving personal injury must be reported to the Management Team and recorded in the Accident Book located with the first aid kit.

8.3 All entrances and exits must be kept clear at all times and the number of people attending must be declared at the time of booking to ensure that this does not exceed the number permitted for the nature of the event and room layout.

8.4 In accordance with Fire Regulations, the capacity of 80 persons must not be exceeded.

8.5 The Hirer will be responsible for ensuring that Security, Fire and Health and Safety requirements are met.

8.6 There is no public telephone on the premises, therefore the Hirer must ensure that he/she has access to a mobile telephone in case of emergencies.

8.7 In the event of a fire alarm going off evacuate the building immediately, call 999 and then inform the Management Team via the emergency contact number provided.

8.8 Any portable electrical appliance or device brought in from elsewhere and used on the premises must have an up-to-date safety certificate which must be made available for inspection upon request.

8.9 The Hirer is not permitted to bring in supplementary heating appliances.

8.10 A strict No Smoking Policy applies indoors across the entire Facilities. The premises are fitted with smoke alarms, which will be activated by cigarette smoke.

9. Safeguarding

9.1 **The Parochial Church Council of the Parish Church of St Mary Stoke, Ipswich has a Policy for Safeguarding Children, Young People and Vulnerable Adults.**

9.2 **You are required to ensure that children, young people and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage occurring; and that you carry full liability insurance for this.**

9.3 You will comply with good practice guide with children and young people or vulnerable adults unless you already have an equivalent.

9.4 You will provide the church with a copy of your organisation's Safeguarding Policy/ies or if you do not have one adopt the current parish policy.

9.5 You will recruit safely all current paid and voluntary workers who work with children and/or vulnerable adults, by obtaining satisfactory disclosures from the Disclosure and Barring Service where eligible, and keeping records of dates and disclosure numbers indefinitely.

9.6 You will keep a list of the names of all paid and voluntary workers with regular and direct contact with children/vulnerable adults , and update it annually.

9.7 You will always have at least two leaders over the age of 18 years in any group of children and young people, no matter how small the group.

9.8 No person under the age of 18 years will be left in charge of any children or young people of any age.

9.9 No child or group of children or young people should be left unattended at any time.

9.10 A register of children, young people or vulnerable adults attending the activity will be kept securely. This will include details of their name, contact details of parent/guardian/carer etc., date of birth and next of kin.

9.11 You will immediately (within 24 hours) inform the Parish Safeguarding Officer of: (a) the occurrence of any incidents or allegations of abuse or

causes of concern relating to members or leaders of your organisation, and contact details for the person in your organisation who is dealing with it · (b) any known offenders against children or vulnerable adults seeking to join your membership, and manage such allegations or agreements with offenders in co-operation with statutory agencies, and with the church.

9.12 **The Parish Safeguarding Officer for St Mary Stoke Church Ipswich is: Wendy Charles-Davenport Telephone number: 07804894727**

10. General

10.1 No advertising material can be displayed without the prior agreement in writing of the Management Team.

10.2 No adhesive or fixing material may be used which may damage the fabric of the premises.

10.3 The heating thermostat must be returned to minimum at the end of the hire.

10.4 All rubbish must be removed from the Facilities by the Hirer. Recyclable waste should be taken away for recycling by the Hirer where possible. The Hirer is responsible for removing any litter, cigarette butts etc, deposited on the ground outside the premises by their guests.

10.5 During the period of hire, the Hirer is responsible for the orderly behaviour of guests/members on the premises. Out of respect to other users and our neighbours surrounding the premises, the PCC expects all users to conduct themselves in a reasonable and courteous manner whilst on the premises, and when leaving the premises. Lettings will not normally be taken for events likely to create noise or other nuisance to neighbours.

10.6 The PCC shall not be responsible for any loss or damage to property, however caused, belonging to persons using the Hall.

10.7 Bicycles are not allowed in the Hall.

10.8 No gas bottles (e.g., balloon inflation) or inflammables (e.g., indoor fireworks) may be used in the Hall.

10.9 Any suspect or actual use of classified drugs in the Hall or its vicinity will be reported to the police immediately,

10.10 All exits and passageways are to be kept free from obstructions at all times.

11. Responsibilities

11.1 The PCC will be responsible for providing facilities as agreed in good working order throughout the letting period.

11.2 The Hirer will be responsible for ensuring that all users are aware of the procedures for safe and correct use of equipment and facilities, and shall report any deficiencies on the occasion of each use.

11.3 The Hirer must leave the premises in a clean and tidy condition. Losses, breakages and damage must be reported, and paid for in full. Hirers may re-arrange tables and chairs in the hall, but must restore them to their original places at the end of the letting.

11.4 The Hirer agrees to indemnify the PCC against all claims, demands, actions, proceedings, damages, costs and expenses arising out of non-observance of the terms of this agreement.

11.5 The Hirer shall provide on request copies of Health & Safety risk assessments for their activities.

12. Kitchen Use

12.1 The kitchen may be used for the preparation of refreshments but, this is not exclusive use and members of the Church Staff and/or Church Groups may use the kitchen during the hire period.

12.2 Children under the age of 12 are not allowed in the kitchen area

12.3 It will be the responsibility of the Hirer to provide refreshment materials and catering equipment, unless agreed otherwise in the hire agreement.

12.4 Hirers must provide their own drying up cloths

12.5 It is the responsibility of the Hirer to ensure that any persons using the kitchens are aware of the requirements of the relevant Food Hygiene Regulations and Food Safety Act Codes of Practice. Particular attention should be paid to the cleanliness of the kitchen, kitchen utensils and crockery at the end of the letting and all left over food should be removed. Food should not be left in the fridge or freezer. The kitchen bin must be emptied and the waste removed from the premises for disposal.

13. Toilets

13.1 The use of the toilets is not exclusive and members of the Church Staff and/or Church Groups may use the toilets during the hire period.

14. Insurance

14.1 It is the responsibility of the Hirer to obtain whatever insurance they require to cover their liabilities. Insurance effected by the PCC does not extend to a Hirer's liabilities. The PCC accepts no liability for accidents, injuries, damage and/or loss of personal property as a consequence of use of the premises.

15. Licensing Act 2023

15.1 The Hall is not licensed for a) the sale of alcohol, b) provision of Late Night Refreshments, c) the provision of regulated entertainment as defined in the Act.

15.2 All users must satisfy themselves that nothing is carried out in the Hall that falls within the definition of these activities (a,b,or c above). If there is any doubt, guidance can be obtained from the Licensing Staff at Ipswich Borough Council licensingandenforcement@ipswich.gov.uk

15.3 The Licensing Act 2003 makes provision for a Temporary Event Notice (TEN) to cover the occasional small scale ad hoc event held in unlicensed

premises. Id a user is considering applying for a TEN, then permission from the Standing Committee must first be obtained. The user will be completely responsible for all costs and administration associated with this, including making the actual application.

16. Legal Requirements

16.1 The Hirer shall not use the premises for any other purpose than that specified in the hire agreement or any purpose which is contrary to the aims and ethos of The Church of England.

16.2 None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

16.3 The Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

17. Compliance

17.1 Failure by the Hirer to comply with any or all of the terms of this agreement where applicable, whether intentionally or not, may be deemed by the Management Team to be just cause for immediate cancellation of any letting or series of lettings and may result in forfeiture of the entire security deposit.

18. Administration

18.1 Bookings of the premises will be administered by the Management Team. This includes the acceptance and declining of bookings in consultation with the Priest and wardens or the PCC if necessary. The Priest will act as final arbiter if required.

18.2 Correspondence concerning this agreement should be addressed to the Operations Manager at the Parish Office, St Mary Stoke, Stoke Street, Ipswich, IP2 8BX or to bookings@stmarystoke.co.uk

19. Review

19.1 This revised policy was approved by St Mary Stoke's PCC

19.2 A review of this policy will next take place on or before the 01st July 2026