



MODBURY PAROCHIAL CHURCH COUNCIL HIRING POLICY FOR THE SOCIAL USE OF ST. GEORGE'S CHURCH, MODBURY

PREAMBLE

St George's Church is a Grade 1 listed building of important historical interest. The Parochial Church Council ("PCC") and its Officers have the responsibility for maintaining them for use and enjoyment by future generations.

By statute the PCC is responsible for the financial affairs of the church and the care and maintenance of the church fabric and its contents. The premises are primarily to be used for the hosting and promoting of Church activities. A secondary function of the premises is to act as a resource available to the wider community, through Church activities and other suitable activities.

The PCC's attitude towards an application for the use of the building will be a positive one, seeking to encourage appropriate organisations to use the premises for meetings and activities, where such meetings are complementary to the Church's regular activities.

POLICY

1. Through a written hiring agreement, the PCC requires all Hirers to comply with the terms and conditions of hire. A Hirer's signature will be deemed as acceptance of these terms and conditions
2. No agreement or contract of hire shall exist until the application has been approved by the PCC or an officer of the Church duly authorised to do so.
3. The PCC at its absolute discretion may refuse permission for an event to take place within the church building and will be under no obligation to provide a reason for doing so.
4. Applications from persons under the age of 18 will not be accepted.
5. The PCC will normally charge for the use of the premises by external organisations; however, charges may be waived or reduced in exceptional circumstances and at the discretion of the Incumbent or the Standing Committee of the PCC.
6. Hire charges will be set at a reasonable rate, consistent with covering costs and providing a modest contribution to maintenance costs. A notice of Charges levied and Conditions of Hire will form part of the Premises Hiring Agreement. The schedule of Charges will be reviewed on an annual basis.
7. Unless an alternative arrangement has been agreed, any hire charges must be paid in full no less than 2 weeks prior to the event taking place.
8. A hire contract will be terminated if all payments are not made before the due date.

9. A refundable security deposit must be paid in addition to the hire charge, the amount of which is set out in the Premises Hiring Agreement.
10. Refundable security deposits will be returned to the hirer within 14 days of the satisfactory conclusion of the event
11. The PCC reserves the right to cancel the booking if exceptional unforeseen circumstances arise and without a reason being stated. In the event of the PCC cancelling the booking, all fees/deposits paid by the Hirer shall be refunded.
12. Cancellations by the Hirer must be notified in writing at least 2 weeks before the date in order to receive a refund of the deposit.
13. If the Hirer wishes to cancel the booking at shorter notice, the PCC may, at its absolute discretion, refund any fees paid, but shall be under no obligation to do so.
14. It is the responsibility of the Hirer to effect whatever insurance cover is required to cover their liabilities. A copy of the hirer's public liability insurance must be provided to the PCC upon request.
15. The PCC will always endeavour to provide premises safe for public use. However, the PCC accepts no liability for accidents, injuries, damage and/or loss of personal property as a consequence of using the premises, beyond its legal responsibility as owner of the building.
16. The PCC Insurance does not extend to a Hirer's liabilities.
17. When a Hirer intends to sell alcohol at an event the Hirer must submit an application for a Temporary Event Notice (TEN) to the appropriate authority. If a TEN is approved the Hirer must submit the license number and a copy of the receipt to the PCC before the event takes place.
18. Alcohol, whether purchased or provided free of charge, is not to be supplied to anyone less than 18 years of age or who appears to be less than 18 years of age.
19. Alcohol is not to be supplied to anyone who appears to be drunk or who is buying for, or supplying to, someone who appears drunk. Drunk and disorderly behaviour will not be permitted.
20. Illegal substances are not to be brought into the premises.
21. Any letting of the premises will require the Hirer to ensure that a responsible person to be present at the beginning and end of the letting period on each occasion that a letting is to take place to check that the facilities are in order. The premises must not be left unattended during the period of the booking. The Hirer is also responsible for maintaining the security of the premises during the period of hire, ensuring that only those with a legitimate connection with the Hirer or those authorised by the management committee have access.
22. The PCC does not employ a full-time caretaker; therefore, the Hirer is responsible for setting up and putting away of any equipment used.

23. There are no public telephones in the premises; therefore, the Hirer must ensure that he/she has access to a mobile telephone in case of emergencies.
24. The Hirer is responsible for arranging the collection and return of the keys and their safe keeping whilst in the Hirer's possession. The keys shall not be copied nor given or lent to any third party. If keys are provided, it is the Hirer's responsibility to ensure that all fire doors and windows are closed, all doors locked, and all lights switched off (including the toilets) at the end of the letting period.
25. The PCC reserve the right for a representative of the PCC or their appointed officer to enter any part of the building at any time, or to be present during the event.
26. No smoking is to be permitted within any area of the building or the Churchyard
27. Fire exits are not, under any circumstances, to be obstructed by furniture or other items during any event.
28. The Hirer is responsible for ensuring that any electrical equipment they intend to bring in to use on the premises has passed and been labelled as passed its Portable Appliance Test (PAT) for electrical safety within the last 12 months.
29. Only 'assistance' dogs are permitted inside the building.
30. No adhesive or fixing material may be used which may damage the fabric of the premises. No equipment or material may be attached to the fabric of the premises without the express approval of the PCC or its authorised representative.
31. The Hirer shall be responsible for ensuring that the minimum of noise is made on arrival and departure particularly late at night. The Hirer shall ensure that noise produced by the event shall not cause a nuisance. Failure to do so will result in the non-return of the deposit fee.
32. The Hirer will be responsible for the behaviour of all people attending the function and for ensuring that any vehicles are parked in such a way as not to cause obstruction or nuisance to nearby residents. The PCC can accept no liability whatsoever for cars parked in its Car Park.
33. The Hirer must comply with any legal requirement concerning music, singing and dancing licences, theatre licences and copyright. The Hirer shall be fully responsible for obtaining any such licences or any other permission required.
34. The Hirer is responsible for ensuring that any event (other than private parties) involving children and/or vulnerable persons have a suitable child and vulnerable persons policy in place prior to the event to and ensure all relevant guidance and regulations are complied with. The PCC reserve the right to request a copy of this document be provided prior to the event taking place.
35. Events for persons under 18 years of age must at all times be properly supervised by an adequate number of responsible adults, in accordance with the Children's Act.

36. The Hirer shall not use the premises for any other purpose than that specified in the Premises Hiring Agreement, and is specifically forbidden to use, or allow the use of the premises or its surrounding grounds for any illegal or immoral purpose.
37. Unless otherwise specifically agreed and noted on the hiring document, all entertainment must have ceased, and guests have vacated the premises no later than 11.00pm and cleaning up completed by 12 midnight.
38. The Hirer is responsible for all damage to the building, equipment, furniture and property in the building or grounds occurring during the period of the hiring, or while people are entering or leaving the building pursuant to the hire, however, and by whomsoever caused. The Hirer will be responsible for replacement 'as new' of any equipment, furniture or property and the full cost of making good any damage to the building or grounds, fixtures and fittings.
39. Kitchens may be used for the preparation of Tea/Coffee and refreshments by approved personnel and with the prior agreement of the PCC. It will be the responsibility of the Hirer to provide the refreshment materials unless agreed otherwise in the Premises Hiring Agreement. It is the responsibility of an external 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. Any breakages must be reported immediately in writing and will be subject to an additional charge
40. Any advertising material must be submitted to the PCC for approval. All material must clearly display the name of the person or organisation responsible for the event.
41. The Hire shall be made aware of the location of safety and first aid equipment prior to the commencement of the hire period.
42. Any accidents or injuries must be reported to the PCC so that it can be recorded in the Accident Book
43. The Church representative will draw the attention of all Hirers to these terms and conditions, and a copy of this policy document may be made available to the hirer upon request
44. This policy document shall be reviewed by the PCC annually.

This policy document was approved by the PCC at its meeting on

Signed on behalf of the PCC