

The Parish Church of St Luke's Terms and Conditions of use of St Luke's Hall and Meeting Rooms

Please ensure that you read this document carefully before signing the agreement.

1. The User

In these Terms and Conditions the term "the user" shall include the person signing or lodging the application and any person or organisation on whose behalf the application is made, all of whom shall be jointly and severally liable.

2. Hire Charges

The PCC will review hire charges annually and give three months notice of the new charges.

3. Cancellation

The user or the Parochial Church Council (PCC) can cancel the booking not less than two weeks before the booking date. This cancellation must be in writing and a charge will be made if less than two weeks notice is given. A full refund of all advance deposits and fees will be made in the event of cancellation. There will be no deposit returned if cancellation is less than two weeks before the reserved date.

4. Hiring Fees

(a) For regular hirers an invoice will be sent at a later date, and cheques, made payable to "**St Luke's Sevenoaks PCC**" are to be sent to the Bookings Secretary within 14 days from the invoice date. SAE required if a receipt is needed. *When it is necessary to send out reminders because of late payment, the Committee will add a surcharge of £3.00 to the subsequent invoice to cover any additional costs incurred.*

(b) For casual bookings the fees should be paid to the Bookings Secretary not less than two weeks before the date of use.

(c) The Bookings Secretary will supply details of hiring fees.

The PCC reserves to itself the right to use the Hall whenever it deems necessary. When the Hall is being used as a Polling Station or when the Church requires the hall for any other exceptional one-off event, as much notice as possible of non-availability shall be given by the Church to the Hirer.

5. General Conditions of Use

5.1 Use of Hall (maximum capacity of 80 people seated at table or 110 for reception).

(a) The PCC has an absolute right to refuse a booking.

(b) **All bookings must end by 11.00pm Monday to Saturday**

(c) All property of the user and its agents must be removed at the end of the period of authorised use. This means the hall must be empty at this time. The PCC may sell and retain the proceeds of any property left after the period of authorised use, or store it and charge the user for such storage at the option of the PCC. Sunday bookings are at the discretion of the Hall Management Committee and such bookings must end by 10pm.

(d) The user is responsible for the proper conduct of everyone using the Hall during the period of use and shall do his/her best to prevent anyone causing an annoyance or inconvenience to other persons. In particular, the user must keep noise to a reasonable level, having regard for any surrounding residents. Parties with discos or live music groups are not permitted. Representatives of the PCC may stop any meeting, entertainment or function, which is not properly conducted.

(e) The user is responsible for the proper conduct of children under 18 attending his/her function and shall do his/her best to prevent any child causing an annoyance or inconvenience to other persons. In particular, the user must keep noise made by children to a reasonable level, and prevent the use of the area at the front of the hall.

(f) **Children under 18 must not be allowed in the kitchen for safety reasons.**

(g) The user must ensure that the terms of every statute authorising or regulating how the Hall is used are complied with and that any work to the Hall which any authority acting under any statute requires is done and that any licence or registration which is required or which the PCC requires is obtained, renewed and continued (including but not by way of limitation:-)

i) Compliance with statutes governing the sale and consumption of intoxicating liquor. The hall is not licensed for the sale of alcohol, but it may be possible to apply for an occasional licence on request of further information from the Bookings Secretary.

ii) **Where a Music and Dancing Licence and/or a licence from the Performance Rights Society are required or any licence as is necessary to allow the suggested use, the user is responsible for obtaining them and will compensate the PCC for infringement of copyright.**

iii) compliance with statutes governing the preparation, serving or selling of food

iv) compliance with the conditions of such requisite licences

- (h) All advertisements and publicity for functions held in the hall must clearly display in the entrance lobby the name of the person or organisation holding them.
- (i) No nails, screws, bolts etc., may be driven into the walls and fixtures of the hall, and no equipment, furniture or any structures or decorative lighting, posters, placards or notices may be taken into the hall, or placed or displayed outside it or used there without the previous consent of the PCC, or its sub-committee responsible for the hall.
- (j) The user is responsible for all damage done to the hall (and any fixtures and fittings and furniture and any other articles in it) during the period of use, whoever may have caused the damage. All damage and breakages must be reported to the Bookings Secretary.
- (k) The Hirer agrees to pay all such rates, taxes, assessments and other liabilities as may be imposed upon the PCC or otherwise solely as a result of the Hirer's use or occupation. If rates, taxes, charges, assessments or other liabilities are imposed upon the PCC or otherwise which are higher than they would otherwise have been but for the Hirer's use or occupation, then the Hirer shall pay all such additional sums.
- (l) The Hall must be cleaned and all kitchen equipment and crockery washed and put away: all tables and chairs and other furniture returned to where they are normally stored before the end of the period of use.
Please note that it is the responsibility of the user to remove all rubbish from the premises, including the surrounding area. If the user fails to observe these conditions the PCC may perform it on behalf of the user and recover the cost from (or when any work is carried out by an employee of the PCC may make a charge to) the user.
- (m) The benefit of a booking may not be assigned or transferred (in whole or in part) and the Hall or any part of it may not be used by any person other than the user.
- (n) The PCC does not warrant that the premises are fit either legally or physically for the intended use.
- (o) The user must ensure that the Race Relations Act 1976 and the Sex Discrimination Act 1975 are complied with.
- (p) The user must ensure that there are sufficient competent adult attendants for children and vulnerable adults on duty at the Hall during the event, none of whom shall be less than 18 years of age.
- (q) The user must comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority or Local Magistrates' Court in connection with the event.
- (r) Highly flammable substances are not to be brought into or used in any part of the Hall nor are internal decorations of a combustible nature (eg polystyrene, cotton, wool) to be erected without the consent of the PCC. If electrical appliances are brought into the Hall by the user then the user must ensure that these items are safe and in good working order and used in a safe way.
- (s) If food is to be prepared, served or sold then the user must observe all relevant food health and hygiene legislation regulations and follow the notices and instructions in the kitchen.

5.2 Use of the Parish/Upper Rooms – maximum 30 and 20 respectively

- (a) All General Conditions apply.
- (b) Further hiring charges are due for the use of the Parish and/or Upper Rooms
- (c) Unless the use of the Parish/and or Upper Rooms is requested on the application form it will be unavailable during the period of the bookings.

Child Protection Legislation

The signed current Child Protection policy is posted in the Church and Hall. A copy is attached. Users are required to read this and ensure that they have their own Child Protection Policy and procedures that are consistent with these standards.

The user is required to ensure that children are protected at all times, by taking all reasonable steps to prevent injury, loss or damage occurring and ensuring all necessary Child Protection checks are undertaken. The PCC accepts no responsibility for the user's failure to comply with these requirements.

7. Protection of Vulnerable Adults

It is the responsibility of the User to ensure the protection of any vulnerable adults using the premises.

8. Insurance

The premises are fully covered for any claims due to negligence on the PCC's part. However, the user must take out its own insurance, to cover any other claims which may arise in relation to its use of the premises.

9. Disclaimer

The PCC, its agents and servants shall not be liable to the user or to any person using or entering the premises for personal injury or for damage to, loss or theft of any property brought into the premises, however it may be caused. The user shall indemnify the PCC, its officers, agents and servants against all claims made by, and liability to, any person in respect of such damage, loss or theft.

10. Parking

Parking is not permitted within the Vicarage, Church and Hall grounds. **The drive approaches to Emily Jackson House, Emily Jackson Close and the Vicarage are to be kept unobstructed at all times.** For purposes of loading/unloading **ONLY**, please stop outside of the Hall front doors.

Whilst parking is available in Eardley Road and Granville Road, St Luke's Hall/Rooms users are asked to respect the needs of local residents when parking in this residential area, and under no circumstances are vehicles to be parked in Emily Jackson Close. The Pembroke Road car park is available at all times and the Sevenoaks District Council car park is available at weekends. All vehicles are parked at owner's risk.

11. Fire and Emergencies

- (a) The user is responsible for calling the Fire Brigade to any outbreak of fire however slight and for reporting this immediately to the Emergency telephone number below
01732 456438 *This security number should only be used in an extreme emergency*
- (b) The user must ensure that all exits, emergency exits and fire appliances are free from obstruction and available for use at all times during the period of use.
- (c) A fire blanket is sited in the kitchen to extinguish pan fires or clothing fires etc. Those using the kitchen for cooking **MUST** read the instructions on the fire blanket container.

13. Rights of Access of PCC

The members of the PCC and any persons authorised by them shall have the right to enter any part of the premises at all times during the period of use.

14. Additional terms and conditions to be taken into account are detailed below:

- (a) The Hirer should not enter before or leave after the times as detailed on the Hiring Agreement. Where the agreed letting time is exceeded, the user will be liable for excess charges.
- (b) It is not possible for the Hall to be cleaned between every letting so hirers are asked to leave the premises in a clean and tidy condition. For casual lettings a deposit of £50.00 is payable in advance, which will be returned provided the Hall is left clean, tidy and undamaged.
- (c) Smoking is not permitted on the premises or in the church grounds
- (d) **Heaters are controlled by a timer which is not to be altered. If the timer is tampered with, and the heaters are then left on overnight, there will be a surcharge of £20.00 per night.** Should you ever wish to adjust the radiator heating control, there is a notice by the control requesting that the control be returned to its original setting before leaving.
- (e) **After each hiring, the User is to ensure that all internal doors are closed and external doors are locked. All lights must be extinguished when leaving. Particular attention must be given to the lights and water taps in the toilets. If these are left on, there will be a surcharge of £10.00 per session. Any difficulties **MUST** be reported/telephoned to the Bookings Secretary.**
- (f) The piano must not be moved at any time.

15. Personal items left in the Hall.

Personal items are frequently left in the hall complex by hirers, a large proportion of which are never reclaimed. We have now installed a box for left items behind the curtains in the main hall and we would ask you to make your group members aware of this and advise them that items will be kept for one month only. After this period, they will be disposed of to charity shops where possible.

Additional Health & Safety for Hirers of St Luke's Church Hall, Parish Room and Upper Room

1. It is the responsibility of the hirer to ensure at the commencement of each hiring that all present are aware of the Emergency Exits and Assembly Point on the grass by the flag at the front of the church. All exits must remain unobstructed at all times.
2. Those present should be made aware of the fire alarm by the back door. Should this sound, or in case of any fire detected no matter how small, all should leave the hall immediately by the front door of the hall or through the church, and assemble on the grass. No-one should stop to pick up their possessions and vulnerable adults and children must be ushered or carried outside without delay. The fire brigade must be summoned by mobile phone.
3. No-one under the age of 18 should be allowed in the kitchen when the dishwasher, water heater or ovens are in operation.
4. Hirers must make themselves aware of the location of the fire extinguishers in the hall and kitchen, and of the fire blanket in the kitchen.
5. Hirers are responsible for correct usage of the dishwasher, following the instructions provided. They should be mindful of the dangers of scalding when opening the machine.
6. Correct usage of the various boards for different types of food, to avoid cross contamination, is essential.
7. Hirers must make themselves aware of the location of the First Aid kits on the high shelf in the kitchen, and of the Accident Report book in the same place.
8. All sharp knives and other potentially dangerous tools to be kept locked in the cupboard under the sink, except when in use.
9. All those preparing food must follow good hygiene techniques, including handwashing at the separate sink available in the kitchen. Food should not be left uncovered at any time. Wherever possible, any cooking for large events should be carried out at the hall, rather than transporting food which can be contaminated en route and on re-heating.
10. Spillages in the kitchen must be immediately cleared up and the floor kept clean and dry. Wet floor danger signs to be erected when floor has been washed routinely or after an event.

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