

**St Andrews Community Hall**  
**HIRE APPLICATION/AGREEMENT**

Please complete giving as much information as possible

Name of organisation/group/individual (the "Hirer")	
Contact name	
Address of Hirer	
Contact Telephone	Home Work Mobile
Contact e-mail address	Home Work
Please give alternative contact details should we be unable to contact you	
Is the organisation a registered charity	YES/No If YES please state your Registered Number
Day/Date(s) of Event(s) *For block or regular bookings FULL DETAILS WILL BE REQUIRED	
Description of Event	
Number(s) attending – please note maximum of 200	
Start Time Required (i.e. access time)	
End Time Required (i.e time by which the Premises must be vacated)	

*For recurring hire – please state your full requirements (use a separate sheet if required)	
How did you find out about the facility available at St Andrews Community Hall	
Have you used the premises before	
Hire Fee <i>As agreed in accordance with the Scale of Charges in use at the time of hire, or as otherwise determined at time of booking.</i>	

Hire of the Premises is subject to the PCC’s standard conditions of hire (“Standard Conditions”) as appended hereto. The Hirer acknowledges that it has read and fully understands the Standard Conditions and agrees to abide by them if the booking is accepted.

Signed by or for and on behalf of the Hirer: .....

PRINT NAME: .....

Date: .....

Your completed Hire Application (together with your evaluation assessment form, any insurance documentation required or fees payable) should be sent to:

**St Mary’s with St Andrew’s Parish Office**  
**St Andrew’s Community Church**  
**Hall Street Stockport SK1 4DA**  
**Tel: 0161 429 6564                      Mobile: 07421 000123**

**Email: [st.marysstockport@gmail.com](mailto:st.marysstockport@gmail.com)**

**[www.stmarysinthemarketplace.com](http://www.stmarysinthemarketplace.com)**

Assessors Name/s:		Date	Persons at Risk		
Activities	Hazards	Rating of the Risk			Precautions to be taken
		Low	Med	High	

*Please note that in the interests of Health and Safety we do not allow "bouncy castles" to be brought on to our property*

**Signed by the Hirer:** .....

For office use:

Application received		
Deposit received		
Diary dates checked		
Application Accepted/Rejected		
Notification to Applicant		
Site-visit / Requirements check		
Hire confirmed by Applicant		
Payment(s) Received		
Licences and Approvals checked		
Key arrangements		

**Additional NOTES**

## **St Andrews Community Hall**

### **STANDARD CONDITIONS OF USE**

**Please ensure that you carefully read this information, as it forms part of your contract of hire.**

#### **Formation of Hire Agreement**

- 1.1 These Standard Conditions, together with the details on the Hire Application, apply to the hire of premises known as St Andrews Community Hall ("**Premises**"). Any changes or additions to these Standard Conditions or the details set out in the Hire Application must be agreed in writing between the Premises owner, namely St Mary's Parochial Church Council ("**PCC**") and the Hirer.
- 1.2 All applications for the Hire of the Premises must be made by the Hirer completing the Hire Application.
- 1.3 Where the Hirer is an individual or unincorporated organisation the person signing the Hire Application shall be considered to be the Hirer and shall be responsible under these Standard Conditions. Where the Hirer is an incorporated body, the named incorporated body shall be the Hirer and the person signing the Hire Application on behalf of any such body warrants and represents to the PCC that it has the full power and authority to enter into the Hire Agreement on behalf of such incorporated body.
- 1.4 No contract exists between the Hirer and the PCC for the hire of the Premises until the PCC has received and accepted the Hirer's signed copy of the Hire Application and sends the Hirer confirmation in writing to the address, fax number or email address the Hirer has given. Once the PCC does so, there is a binding legal contract between the Hirer and the PCC.
- 1.5 The PCC reserves the right to refuse any application to hire the Premises at its sole discretion and without giving any reason therefore.
- 1.6 The PCC may change these Standard Conditions without notice to the Hirer in relation to the provision of future services.

#### **Hire of the Premises**

- 2.1 In consideration of the payment of the Hire Fee and Deposit (both as defined below) by the Hirer, the PCC agrees, subject to these Standard Conditions, to permit the Hirer to use the Premises for the purposes set out in the Hire Application at the times stated in the Hire Application.
- 2.2 The Hirer agrees with the PCC to observe and perform the Standard Conditions.

## Payment

- 3.1 Where the hire of the Premises by the Hirer is on a single use basis (i.e. a one off Hire) then the Hire Fee, as set out in the Hire Application, is payable in full (and in cleared funds) within seven days of the day of the booking (or first day of the booking if the booking is more than one day).
- 3.2 Where the hire of the Premises by the Hirer is a regular use booking then the payment of the relevant Hire Fee shall be as agreed from time to time between the PCC and the Hirer.
- 3.3 For all bookings a security deposit of £50 (“**Deposit**”) must accompany the Hire Application. The Deposit will be refunded as soon as possible in the event the Hire Application is rejected by the PCC or, if the Hire Application is accepted, after the hiring unless there has been any damage to the Premises (including furniture and fittings) for which the Hirer is responsible, in which case the PCC will be entitled to retain the whole or part of the Deposit as security for the cost of rectifying such damage.

## Insurance

- 4.1 The Hirer MUST take out prior to the commencement of the hire of the Premises (and maintain throughout the period of hire of the Premises) Public Liability Insurance with a reputable insurance company of at least £2,000,000 (two million pounds) covering the Hirer against third party risks together with any other insurance required. The Hirer is advised to speak to its Insurance Adviser to determine the best cover for its event. The Hirer will produce to the PCC not later than 3 days prior to, or at any time during, the period of hire of the Premises by the Hirer evidence of such policy.

## Gambling and Alcohol

- 5.1 The Hirer MUST ensure that no gambling activities take place within the Premises and that no alcohol is sold on the premises. The Hirer is also responsible for ensuring any appropriate licences required for the Hirer’s event are in place (to clarify all of the following normally need a licence – performance/reproduction of any musical or other artistic work; dancing; sale of food, medicines etc. to members of the public; consumption of alcohol or other intoxicating substances; betting, gaming; auctions). **Please note that the PCC reserves the right to terminate the Hirer’s booking and this Hire Agreement if the Hirer is unable to produce appropriate evidence of necessary insurance (pursuant to clause 4 above) or licences (pursuant to this clause 5).**

## Damage to Premises

- 6.1 The Hirer shall be liable for all damage (other than for fair wear and tear) caused to the Premises (including all fixtures, fittings and equipment) arising out of use by the Hirer and shall indemnify the PCC against all losses, whether direct or indirect, arising there from.

## Hirer's Obligations

- 7.1 The Hirer shall not without specific written permission from the PCC bring onto the Premises any indoor pyrotechnics, smoke machines, candles or items of combustible nature or any item which might offend public taste or decency.
- 7.2 The Hirer shall not allow any animal to enter the Premises (or surrounding grounds) unless prior permission has been given in writing by the PCC (Guide or Hearing-impaired dogs exempted).
- 7.3 The Hirer, during the period of hire, shall take all reasonable steps to ensure that no noise constituting a nuisance to neighbouring occupiers is created from the Premises and surrounding grounds. The PCC shall be entitled to terminate the Hire Agreement and/or close down the Hirer's event with immediate effect and without notice on receipt of a complaint of noise or any other nuisance arising from the Premises and its surrounding grounds.
- 7.4 Access to the Premises shall be restricted to the hours stated in the Hire Application. Normally events will run no later than 10.30pm. Written permission of the PCC will be required the Hirer's event is likely to finish later.
- 7.5 The Premises may only be used by the organisation/group/individual named on the Hire Application as the Hirer, and for the purpose and period indication on the Hire Application. Under no circumstances may the Premises be sub-let to any other organisation/group/individual.
- 7.6 After use the Premises must be left in a clean and tidy condition with all furniture and equipment left in the same position as at the commencement of use and the Hirer must ensure that all lights are turned off, water, gas and electricity turned off and all doors and windows properly secured and blinds are closed. **The Hirer is responsible for removing from the premises all rubbish.**
- 7.7 The Hirer must agree to comply with the provisions of the PCC's Health and Safety Policy and will ensure that all those using the Premises are aware of the appropriate safety procedures.
- 7.8 The Hirer shall agree to be bound by the following policies:

### **Fire Evacuation**

In the event of the fire alarm being activated ALL persons to leave the premises by the nearest exit and assemble at the designated fire point.

Under no circumstances should anyone attempt to put out the fire (the appliances are for professional use only).

PHONE 999 as soon as possible – a public call box is available on Hall Street (outside Glebe House) or assistance may be requested from Glebe House (next door).

### **Accidents (First Aid Provision) / Accident Reporting**

A first aid box is available on the Premises. Any accidents to be reported as soon as possible to the PCC's Bookings Secretary.

### **Handling and Lifting**

Furniture and other items should not be moved without the permission of the PCC.

### **Risk Assessment(s)**

All Hirers are required, as part of the Hire Application, to submit prior to the commencement of the event a Risk Assessment – clearly stating “low” “medium” and “high risk” activities and the actions to be taken to ensure risks are minimal.

**The Hirer is responsible for the Health and Safety as well as for the good behaviour of all persons in attendance, for the full duration of the period of hire and until the Premises are vacated. Children must always be supervised by an adult. Maximum number permitted on the premises at any one time is 200.**

- 7.9 The PCC operates a complete no smoking policy within the Premises. Smoking is NOT permitted in any area, other than outside.
- 7.10 Car Parking is available at the rear of the Premises – the PCC accepts no liability whatsoever for loss or damage to vehicles or their contents whilst in the car park. There is no parking available on site for limousines, stretch vehicles, mini-buses or coaches. Alternative parking in the surrounding area must be found if applicable. The Hirer is responsible for considering the local residents when parking and moving vehicles and are requested to minimise noise nuisance when leaving the accommodation.
- 7.11 Prior written approval of the PCC is required if use of the grounds (lawn and other area(s)) is required.
- 7.12 The Hirer must not leave any equipment, furniture, or articles of any kind in the Premises unless by prior written agreement from the PCC, who reserve the right to charge a separate fee for the provision of any such specific and agreed storage facilities. Any equipment left on the premises must be appropriately stored so as not to cause harm/injury to other users of the Premises.
- 7.13 In the use of the Premises the Hirer is not to infringe any copyright or allow any copyright to be infringed.
- 7.14 If the use of the Premises will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists it will be the responsibility of the Hirer to obtain prior to the commencement of the hire the consent of the owner of the relevant copyright and to pay all composers’, authors’, publishers’ and other fees or royalties which may be payable in respect of the function.
- 7.15 The Hirer must not do or permit any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Premises or which would or might vitiate in whole or in part any insurance effected in respect of the Premises.
- 7.16 No bolts, nails, tacks, screws, bits, pins or other like objects are to be driven into any part of the Premises nor is any adhesive substance to be attached to it.
- 7.17 No placards or other articles are to be fixed to any part of the Premises.
- 7.18 No posters, boards, signs, flags or other emblems or advertisements are to be displayed inside or outside any part of the Premises without the previous consent of the PCC.



- 7.19 No lighting, heating, power or other electrical fittings or appliances in the Premises are to be altered, moved or in any way interfered with.
- 7.20 No additional lighting, heating, power or other electrical fittings or appliances are to be installed or used without the prior consent of the PCC.
- 7.21 No part of the Premises is to be used for any purpose other than the event set out in the Hire Application.
- 7.22 No part of the Premises is to be used for any unlawful or immoral purpose or in any unlawful way.

### **Supervision**

- 8.1 During the period of hire the Hirer is to be responsible for:
  - 8.1.1 the efficient supervision of the Premises including (without prejudice to the generality of the above):
  - 8.1.2 the effective control of children,
  - 8.1.3 the orderly and safe admission and departure of persons to and from the Premises,
  - 8.1.4 the orderly and safe vacation of the Premises in case of emergency;
  - 8.1.5 the safety of the Premises;
  - 8.1.6 the preservation of good order and decency in the Premises; and
  - 8.1.7 ensuring that all doors giving egress from the Premises are left unfastened and unobstructed and immediately available for exit.

### **KEY ACCESS for Regular Use Bookings**

- 9.1 For regular use bookings, keys will be made available to the Hirer without a member of the management team attending to unlock/lock the premises each time the Hirer uses the Premises. A £100 deposit will be required for this facility and in the event of a key being lost the Hirer will be responsible (as appropriate) for the cost of replacement locks/keys. The PCC must be informed of any loss of keys immediately in order for appropriate security measures to be taken.

### **Limitation of Liability and Right of Entry**

- 10.1 The PCC shall not be liable for the death of or injury to any person attending the Premises for the function the subject of the hiring, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Hire Agreement, except where such death, injury or loss is due to the negligence of the PCC and the entire liability of the PCC under or in connection with the Hire Agreement shall not exceed the amount of the Hire Fee for one off bookings or the aggregate of the Hire Fees payable over a six month period in respect of regular use bookings, except as expressly provided in these Standard Conditions.
- 10.2 The PCC will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the Premises either by the Hirer for his own purposes or by any other person, or left or deposited with any officer or employee of the PCC.

- 10.3 The Hirer will indemnify the PCC against all such liabilities as are mentioned in this clause 10.
- 10.4 The PCC shall not be liable to the Hirer or be deemed to be in breach of the Hire Agreement by reason of any delay in performing, or any failure to perform, any of the PCC's obligations in relation to the hire of the Premises, if the delay or failure was due to any cause beyond the PCC's reasonable control and accordingly the PCC may cancel the Hire Agreement and the hire of the Premises if the Premises are subject to civil emergency, flood, fire, failure of services, or essential maintenance and in such an event the PCC shall not incur any liability to the Hirer whatsoever other than for the return of the Hire Fee and any Deposit previously paid to the PCC in respect of such cancelled engagements.
- 10.5 The PCC will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Premises to be temporarily closed or the hiring to be interrupted or cancelled.
- 10.6 The PCC gives no warranty that the Premises is legally or physically fit for any specific purpose.
- 10.7 The PCC reserves the right of entry at all times to the Premises.

### **Cancellation**

- 11.1 If the Hirer wishes to cancel the hiring in whole or in part the Hirer must give to the PCC written notice to that effect.
- 11.2 If notice pursuant to clause 11.1 is given not later than **[one month]** prior to the commencement of the period of hire and if the PCC is able to effect an alternative hiring then the PCC will refund to the Hirer the Hire Fee and any Deposit less a **[10%]** administration charge but otherwise the PCC will be entitled to retain the whole of the Hire Fee. In the event the Hire Fee has not yet been paid, the PCC shall be entitled to invoice the Hirer for an amount equal to 10% of the original Hire Fee which shall be payable to the PCC within 28 days of the date of the invoice.
- 11.3 The PCC may cancel the hiring of the Premises if the Premises is required for any purpose in connection with a Parliamentary or local government election or if the Premises is rendered unusable by any such event as is mentioned in clauses 10.4 and 10.5.
- 11.4 If the hiring is cancelled for any such reason as is mentioned in clauses 10.4 and 10.5 the PCC will give to the Hirer the maximum practicable notice and refund the Hire Fee but will not otherwise be liable to the Hirer.

### **General**

- 12.1 The Hire Agreement (incorporating these Standard Conditions together with the terms, if any, set out in the Hire Application) constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties. All other terms, express or implied by statute or otherwise, are excluded to the fullest extent permitted by law.

- 12.2 A notice required or permitted to be given by either party to the other under these Standard Conditions shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 12.3 No failure or delay by either party in exercising any of its rights under the Hire Agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Hire Agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.4 If any provision of these Standard Conditions is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Standard Conditions and the remainder of the provision in question shall not be affected.
- 12.5 English law shall apply to the Contract, and the parties agree to submit to the exclusive jurisdiction of the English courts.