

St Mary Magdalen Church, Tilehurst.

Rules Governing Use of the Hall Building

1. The following definitions applies to the paragraphs (1-19 & a-v):
 - Building: the whole of the hall including the curtilage.
 - Premises: the areas of the building subject to the hire agreement.
 - Common areas: the toilets, circulation areas, entrances within the building and kitchen.
2. **THE HIRER** shall indemnify the PCC, its officers and employees in respects of the cost of repair and any damage done to any part of the building or its contents during or as a results of the booking and in respect of any liability to third parties or otherwise arising out of the use of the building pursuant to the booking.
3. **THE HIRER** should ensure that any necessary third party liability insurance has been taken out. The PCC accept no liability for accidents, injuries, damage and/loss of personal property as a consequence of using the building. The hirer may be asked to disclose their insurance cover to verify this.
4. In the event of the building be rendered unfit for use by the Hirer the PCC shall be under no liability for ant resulting loss or damage whatsoever.
5. **THE HIRER** shall pay the hire charge and cleaning/damage deposit prior to confirmation of a booking. If any cheque for any payment is dishonoured, after confirmation of booking, the booking will be automatically and without notice cancelled.
6. If **THE HIRER** wishes to cancel the booking, the PCC may, at its absolute discretion, refund the fees but shall be under no obligation to do so.
7. The PCC reserves the right to cancel the booking if exceptional unforeseen circumstances arise. In the event of PCC cancelling the booking, all fees/deposits paid by the Hirer shall be refunded.
8. **THE HIRER** shall be responsible for obtaining any local authority or other licences necessary in connection with the booking.
9. **THE HIRER** shall be responsible for the observance of all regulations affecting the building imposed by the Licensing Justices. The Fire Authority, the Local Authority or otherwise.
10. Alcohol cannot be sold in the building. **THE HIRER** is not permitted to apply for occasional licences for the sale of intoxicating liquor in the building.
11. **THE HIRER** shall not sub-let or allow any other person(s) to use the premises not shall they use the premises or common areas for any unlawful purpose or in any unlawful way or permit anything or bring or permit to be brought into the building anything which may endanger the building, its users, or any insurance policies relating thereto.
12. For events involving children and vulnerable adults, **THE HIRER** confirms that they are familiar with the Home Office code of practice 'Safe from Harm', the parish safeguarding policy and the diocesan and parish good practice guidelines for those working with children or vulnerable adults. **THE HIRER** will abide by the Parish Safeguarding Policy, signing the provided copy to acknowledge that this has been seen and will be followed.
Children are not allowed in the kitchen.
13. **THE HIRER** shall during the period of the hiring, be responsible for supervision and security of the building, protection of the fabric and contents from damage, and the behaviour of all persons using the building, including proper supervision of the car parking arrangements (if any) as to avoid obstruction of the highway.
14. **THE HIRER** shall if preparing, serving or selling food observes all relevant health and hygiene legislation and regulations.
15. **THE HIRER** shall, if selling goods on the premises, comply with all relevant fair trading laws and any local code of practice issued in connection with such sales.
16. **THE HIRER** acknowledges that no tenancy is intended to be created between PCC and the Hirer and no relationship of landlord and tenant exists between them.
17. Where the **HIRER** is provided with keys to the building, at the end of the hire period these keys must be returned the next working day to the Hall Administrator. The keys shall not be copied nor given or lent to any third party. **THE HIRER** shall be liable for the cost of re-instatement of keys or alarm fobs that have been lost, damage or have become inoperable. This liability may include the re-instatement of all other keys or alarm fobs
18. **THE HIRER** shall ensure that the Rules governing the use of the building are complied with.
19. The right is reserved for a representative of the PCC to enter any part of the building at any time.

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GENERAL

- a. Mary Magdalen's is a **CHRISTIAN CHURCH** and activities inconsistent with the church's ethos are not allowed in the building.
- b. **BOOKING TIMES** must be adhered to and must include setting up and clearing up time. Prior permission for any extension must be obtained in writing and maybe withheld at the PCC's absolute discretion. **THE HIRER** books for the use of the premises and not the surrounding area. The Hirer is responsible for the preservation of good order.
- c. **THE PCC** reserves the right to refuse bookings without the need to give reasons. **THE PCC's** decision in this matter is final and not open to negotiation.
- d. **THE PCC** and/or the VICAR reserves the right to retain all or any part of the sum paid in cleaning/damage deposit to cover losses and expenses incurred by the PCC as a result of damage caused by the Hirer.
- e. **ALL ADVERTISING** material must be submitted to the hall administrator for prior approval. All such material must clearly display the name of the person or organisation responsible for the event.
- f. **EVENING USE.** All hires must vacate the building by 11:00pm. No extensions beyond this time can be accepted.
- g. **NOISE/DISTURBANCE. THE HIRER** is responsible for ensuring the avoidance of all unnecessary noise or disturbance likely to cause annoyance to occupants of surrounding properties during the period of the hirer and on departure.

CARE OF THE BUILDING

- h. **CARE OF THE BUILDING. THE HIRER** is expected to take reasonable care of the building, fittings, equipment and furniture, and in particular are asked not to put up nails, sellotape, blu-tack or other fixings into the walls, floor or ceiling.
- i. **DAMAGE. THE HIRER** shall be liable to pay for all damage caused by accident or improper use either to the fabric or equipment. Any breakages within the building must be reported to the hall administrator and will be charged and invoiced to the user. Fire appliances must only be used in genuine cases of emergency; its use otherwise constitutes improper use of equipment.
- j. **THE HIRER** shall not interfere in any way with the electrical equipment of the building. No equipment may be switched on or plugged in without prior written consent. Any equipment brought to the

building for use shall be effectively earthed and fitted with a 3-pin 13-amp plug fuse at not more than 13 amps.

- k. **LOCKING UP.** When **THE HIRER** collects the keys from the hall administrator, they will be issued with instructions for the locking of the building. These instructions shall be followed at the end of the hire. All fire doors and windows must be closed, all doors locked and all lights switched off (including lavatories). Please check that all rooms and toilet cubicles have been vacated. **THE HIRER** maybe held responsible for additional energy costs, theft or damage to the building which may result from failure to follow these instructions.
- l. **SMOKING** is not allowed in any part of the building, including the toilets, including the enclosed courtyard.
- m. **CLEANING UP. THE HIRER** is responsible for leaving the premises in a clean and tidy state (including restoring all moved items to their original place) and for the removal of all rubbish from the site at the end of their hire.

ACCESS

- n. **NO ACCESS** will be permitted to any part of the building other than the premises and the common areas.
- o. **PARKING.** There is no on-site parking.
- p. **ANIMALS.** Dogs must be under control at all times on PCC premises.

SAFETY

- q. **FIRE EXTINGUISHERS. THE HIRER** should familiarise themselves with fire regulation appliances and exits. The Fire Brigade should be called out to any outbreak of fire, however slight, and the incident reported to the hall administrator.
- r. **FIRE EXITS** must not be obstructed at any time.
- s. **FIRST AID.** A First Aid box is located in First Aid drawer within the kitchen.
- t. **ACCIDENTS.** Any incident involving personal injury must be recorded in the Accident Book located in First Aid drawer in the kitchen. Serious injuries should be reported to the hall administrator as soon as is feasible.
- u. **HIGHLY FLAMMABLE** substances are not permitted in the building.
- v. **TELEPHONES.** There are no public telephones in the building. **THE HIRER** must ensure that they have access to a mobile telephone in case of emergencies.