

Priest House, Church Lane, Doddinghurst - Standard Conditions of Hire

Priest House, originally a medieval building, has been fully restored and renovated in 2009-2010 to modern standards through generous grants and donations from many organisations and individuals. It is part of the Church of All Saints', Doddinghurst and belongs to the Diocese of Chelmsford, leased to All Saints' at a peppercorn rent. It is used as a meeting place for many church and other community activities. As one of the oldest buildings in Doddinghurst it must be respected and preserved. Local people, groups and organisations are welcome to hire the premises for declared functions, the nature of which must be disclosed on application.

All Bookings are to be made via the Priest House Booking Secretary, a Hire Agreement signed and our Standard Conditions of Hire abided by.

If the Hirer is in any doubt as to the meaning of the following the Priest House Booking Secretary should immediately be consulted. For the purposes of these conditions, the term **HIRER** shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

1. Supervision

THE HIRER will, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents; their care, safety from damage however slight; or change of any sort and the behaviour of all persons using the premises whatever their capacity; including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

2. Equipment

THE HIRER has full use of Priest House crockery including glasses, serving dishes and utensils. Any breakages must be reported to the Priest House Booking Secretary and a donation for the cost of a replacement item made. **THE HIRER** is to provide their own tea towels.

There are 6 x 6ft tables, 8 x 4ft tables and 42 chairs. **THE HIRER** may not take the chairs outside. Chairs permitted for outside use are stored in the shed, please ask the Priest House Booking Secretary to give you access. Tables may be taken outside and **THE HIRER** is to ensure any mud or grass is removed before replacing them back into the Store Room.

3. Use of Premises

THE HIRER shall not use the premises for any purpose other than that described in the hiring agreement, nor for any purpose that contravenes the terms of the lease and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the sale of alcohol thereon without written permission. **THE HIRER** is not permitted to have barbeques.

4. Notices

THE HIRER is not permitted to affix any notices to the inside walls. The notice board may be used but out of date notices will be removed.

5. Licences

THE HIRER shall be responsible for obtaining such licences as may be needed whether for the sale or supply of intoxicating liquor, from the Performing Right Society, from Phonographic Performance Ltd or otherwise and for the observance of the same.

6. Gaming, Betting and Lotteries

THE HIRER shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

7. Public Safety Compliance

THE HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays. The maximum number permitted on the premises during any event is 40.

8. Health and Hygiene

THE HIRER shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

9. Electrical Appliance Safety

THE HIRER shall ensure that any electrical appliances brought by him or her to the premises and used there shall be safe and in good working order, and used in a safe manner.

10. Indemnity

THE HIRER shall indemnify the PCC for the cost of repair of any damage done to any part of the property including the curtilage thereof of the contents of the buildings which may occur during the period of the hiring as a result of the hiring. **THE HIRER** shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) while using Priest House. (The Priest House is insured against any claims arising out of its own negligence).

11. Accidents and Dangerous Occurrences

THE HIRER must report all accidents involving injury to the public to the Priest House Booking Secretary as soon as possible. Any failure of equipment either that belonging to Priest House or brought in by the hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority.

12. Animals

THE HIRER shall ensure that no animals (including birds) except guide dogs are brought into Priest House, other than for a special event agreed to by the PCC. And no animals whatsoever are to enter the kitchen at any time.

13. Compliance with The Children Act

THE HIRER shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children.

14. Nuisance and Inconvenience

THE HIRER shall not permit or cause or suffer to be done anything in Priest House which may be or become a nuisance or annoyance, danger or inconvenience to the PCC, other hirers of Priest House or occupant/s of adjoining or neighbouring premises, or to operate or cause or suffer to be operated any loudspeaker, gramophone, amplifier or similar instrument which shall be so loud or continuous or repeated as to constitute such nuisance as specified therein.

15. Keys

THE HIRER shall not at any time request, or take possession of or hold any key or keys to Priest House without the prior consent of the PCC. Regular users of Priest House may, at the discretion of the Priest House Booking Secretary, be issued with a key/s. **THE HIRER** is not authorised or permitted to have additional keys cut.

16. Hiring for Profit

Priest House shall not be hired for the purpose of private or personal gain. It shall be hired for the purpose of profit by legally organised and registered clubs or such like undertakings only where the profit shall be clearly seen by the PCC to be taken into the communal funds of such organisations.

17. Payment of Hire Fees

Full payment must be received by the Priest House Booking Secretary prior to the event. The Hire Fee must be paid separately to the Deposit Fee.

18. Storage

The facility for storage of equipment or resources shall only be available as and where and to the extent stipulated in the agreement. The hirer shall at the expiration of the hiring leave the premises in an orderly state and shall at once remove all property and articles whatsoever brought into the premises by him or her or any other person in the course of the hiring.

19. Cancellation

In the event of a cancellation **THE HIRER** is required to give a minimum notice of 24 hours before the date of hire. Failure to give such notice shall result in the full hire charge being payable. **THE PCC** reserves the right to cancel this hiring in the event of Priest House being required for a Church event.

20. Unfit for Use

In the event of Priest House or any part thereof being rendered unfit for the use for which it has been hired, the PCC shall not be liable to the hirer for any resulting loss or damage whatsoever.

21. Refusal of Booking

THE PCC reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the hirer. **THE HIRER** shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the hirer to the PCC. The PCC shall not be liable to make any further payment to the hirer.

22. End of Hire

THE HIRER shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the PCC shall be at liberty to make an additional charge.

All functions held between Monday and Saturday must cease by 11.00 pm and the premises must be cleared and vacated by **THE HIRER** by 11.30 pm. All Sunday functions to cease by 9.00 pm and the premises must be cleared and vacated by **THE HIRER** by 9.30 pm. All rubbish, including bottles, cans and containers to be removed and taken away from the premises. Hirers are not permitted to place rubbish and waste in the outside dustbins as this attracts vermin.

THE HIRER is to ensure that any tables used are wiped and that all tables and chairs are returned to the Store Room after use.

The venue is cleaned regularly, however HIRER'S are expected to leave the venue as they would expect to find it.

THE HIRER is to ensure that the outside light switch is turned off on departure. The light has a movement sensor and will turn on and off automatically, if needed, to light your way in and out of the venue. The switch does not need to be turned on for the movement sensor to operate.

23. Funerals and Weddings

From time to time users of the Church may need access to Priest House to use the toilet facilities whilst there would probably be no need to disturb you it would be appreciated if you could accommodate their needs.

24. Noise

THE HIRER shall ensure that the minimum of noise is made on arrival and departure.

25. Deposit

A deposit of £100 is required on all bookings. In the case of long-term bookings the deposit fee shall be waived and the Hire Fee paid in advance. The Deposit Fee must be paid separately to the Hire Fee. Should the Standard Conditions of Hire not be adhered to part or all of the deposit may be retained by All Saints' PCC. Provided that Priest House is found to have been left in a satisfactory condition the Deposit cheque will be returned.

The decision of the PCC shall be final in all matters pertaining to Priest House and to the hire of Priest House. All comment, correspondence and items relating to Priest House shall be dealt with through the Priest House Booking Secretary and through no other party or organisation. Any contravention of the foregoing conditions shall be sufficient cause for the PCC to withdraw from the hirer the use of Priest House as stipulated within the terms of hire.

Priest House, Church Lane, Doddinghurst – Hire Agreement

DATED:

- PARTIES:
- 1. All Saints' Parochial Church Council (All Saints' PCC)
 - and
 - 2. The person or organization named at item 5 "HIRER"

1. AGREED

In consideration of the HIRE FEE (item 8), All Saints' PCC agrees to permit THE HIRER (item 5) to use THE PREMISES (item 2) for the PURPOSE OF HIRE (item 6) for the DATES REQUIRED (item 3). The details inserted at items 2 to 8 are terms of this agreement. This Hire Agreement includes the annexed Standard Conditions of Hire.

2. THE PREMISES

Use of the Main Hall, Kitchen, toilet facilities, garden area and access to the Store Room where 6 x 6ft tables, 8 x 4ft tables and 42 chairs are stored.

3. DATES REQUIRED

Day/Dates

Time: From: To:

4. All Saints' PCC Authorised Representative

Name: Mrs Sue Child
Address: Saxon House, Doddinghurst Road, Doddinghurst, CM15 0QJ
Telephone: 01277 822173 E-mail: t.child1@btinternet.com

5. THE HIRER

Name:

Organization

Authorised Representative

Address

Telephone Number

6. PURPOSE OF HIRE

7. STORAGE

Storage of equipment by special arrangement only – please contact the Priest House Booking Secretary

8. HIRE FEE

Weekday Hourly Rate £5.00
Weekend Hourly Rate £6.00

Hours at £	per hour	£
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9. DEPOSIT FEE

£

Full payment of the HIRE FEE must be received by the Priest House Booking Secretary prior to the event.

Please enclose a separate payment for the £100 DEPOSIT FEE and a stamped addressed envelope for the return of the deposit cheque.

Cheques made payable to All Saints’ PCC

10. THE AGREEMENT

It is hereby agreed that the Standard Conditions of Hire will be abided by.

Signed by the person named above as
The All Saints’ PCC named representative

Signed by the person named above as
THE HIRER

At the end of hire THE HIRER shall be responsible for:-

- leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured
- removing and taking away from the premises all rubbish. Hirers are not permitted to place rubbish and waste in the outside dustbins as this attracts vermin.
- ensuring that any tables used are wiped and returned to the Store Room
- leaving the venue as they would expect to find it
- ensuring that all lights are switched off on departure