

# ST. MARY THE VIRGIN EWELL PARISH CHURCH

## CONDITIONS OF USE OF CHURCH HALL

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The PCC permits the use of the Hall subject to these Conditions with the assumption that the User will comply with all relevant laws, licensing and local regulations. These Conditions apply irrespective of whether any charge is made by the PCC for the use of the Hall.

### 1. DEFINITIONS

- 1.1 'PCC' means the Parochial Church Council of St. Mary the Virgin, Ewell, in the Diocese of Guildford.
- 1.2 'Hall' means the Church Hall of St. Mary the Virgin, Ewell, or any room in the Church Hall.
- 1.3 'User' means the person or persons, firm, limited company or organisation to whom the use of the Hall is granted.
- 1.4 'Function' means the purpose for which the Hall is to be used.
- 1.5 'Organiser' means the person responsible for organising the Function.
- 1.6 'Booking Period' means the time for which the Hall is hired.
- 1.7 'Booking Administrator' means the person appointed for the time being by the PCC to supervise the use of the Hall.

### 2. APPLICATION FORM

The User must complete the PCC's application form in respect of each booking and send it to the Booking Administrator together with the prescribed booking deposit.

### 3. RESPONSIBILITY FOR USE

The Organiser shall accept personal responsibility for ensuring that the User complies with these Conditions. The person making the booking shall be deemed to be the Organiser unless prior notice in writing is given to the Hall Secretary that some other person is the Organiser. Such notice must include a statement signed by the Organiser that the Organiser has been supplied with these Conditions and accepts the responsibilities of Organiser arising therefrom.

### 4. TYPE OF USE

- 4.1 The Function must be specified when application is made to use the Hall.
- 4.2 The Hall must not be used for any commercial event.
- 4.3 The PCC may refuse to allow use of the Hall at any time without giving any reason for the refusal.

### 5. TIMES OF USE

Use is only permitted between 0800 hours and midnight.

### 6. RESTRICTION OF ENTRY

The User shall not enter or permit entry to the Hall except during the Booking Period. The User shall also take every care to ensure that only authorised persons are permitted to enter the Hall or make use of the same at any time.

### 7. RESTRICTION ON NUMBERS

The maximum number of persons to be admitted to the hall are:-

Seated only	-	-	-	-	-	130
Seated with tables when food is served	-	-	-	-	-	90
Dancing, without tables and chairs	-	-	-	-	-	90

Dancing, with tables and chairs	-	-	-	-	50
Use without chairs, but when children's games are played or floor exercises are involved	-	-	-	-	60 without equipment 40 with equipment

The PCC may, for any booking, specify that the maximum numbers above shall be reduced to a lower figure.

## 8. SMOKING

No smoking is allowed at any time in the kitchen area.

## 9. USE OF WALLS AND FITTINGS

9.1 Drawing pins, staples, sellotape, blue-tac and similar adhesives MUST NOT be used for affixing anything to the walls or woodwork, neither shall anything be attached to pipes or wires. Display racks for jumble sales, fairs and other functions shall be self-supporting and independent of support by walls or other structures.

9.2 Any decorations used must be of a flame-resistant material.

9.3 Notice boards in the Hall must not be interfered with: nor may any unauthorised material be placed on them.

## 10. REPORTING DAMAGE

10.1 All damage to or breakages of structures, fittings, crockery, furniture or equipment must be reported to the Booking Administrator. This includes accidental damage or breakage.

10.2 Any defects noticed must also be reported.

10.3 Details of any damage, breakages or defects are to be entered in the breakages book, which is located in the First Aid cupboard in the kitchen.

## 11. CENTRAL HEATING BOILER

11.1 The boiler and central heating controls shall not be altered or interfered with in any way. If the radiator controls are adjusted they should be returned to their original settings.

11.2 Any malfunction of the heating system shall be reported to the Booking Administrator and be recorded in the breakages book referred to in paragraph 10-3.

## 12. ACTION IN CASE OF EMERGENCY

12.1 The nearest public telephone is adjacent to the front gate of the Hall.

12.2 The Fire Service must be called immediately on the discovery of any fire however small.

12.3 The Organiser must remain at the Hall until the Emergency Service(s) arrive.

12.4 Whenever the Emergency Services have been called the Organiser must notify the Booking Administrator or the Vicar as soon as possible, and in any case within two hours of the event. (This is for the protection of the User and the PCC and for legal and insurance purposes).

## 13. INSURANCE AND INDEMNITY

13.1 The PCC maintains insurance cover in respect of its responsibilities arising out of the use of the property and equipment provided by the PCC. It must not be assumed that any other risks are covered and Organisers are urged to ensure that adequate cover is in force with reputable insurers. (But see paragraphs 13.3, 13.4 and 13.5).

13.2 The User shall and does hereby effectually and fully indemnify the Vicar, Churchwardens and PCC, its members, officers, servants and agents from and against all claims, costs, damages, expenses, actions or demands whatsoever arising out of or in any way connected with the Function. The PCC may compromise any such claims or proceedings as they shall think fit and the User shall thereupon pay to the PCC the sums paid or agreed to be paid by the PCC.

13.3 The PCC reserves the right to require the User to provide insurance cover in the name of the User and in the name of the PCC against such claims and upon such terms and with such insurers as shall be approved by the PCC and to maintain such insurance to the entire satisfaction of the PCC.

- 13.4 In the event of insurance cover under the terms of paragraph 13.3 above being arranged not less than 14 days prior to the commencement of the Booking Period the PCC may on application by the User waive its right to compromise claims or proceedings under paragraph 13.2 above.
- 13.5 Notwithstanding anything else in this Condition 13, the PCC hereby excludes any liability of the PCC to the User or any person attending the Hall or any third party, for any loss or damage to property, or injury or death of any person, except for death or personal injury caused by the negligence of the PCC.
14. **LOSS OF PROPERTY**
- The PCC shall not be responsible for the loss or theft of or damage to property belonging to the User, his servants or the public attending the Hall.
15. **TAX**
- The User shall be liable and shall make arrangements for the payment of any tax or duty chargeable in respect of the Function.
16. **USE OF RECORDED MUSIC**
- The User shall make his own arrangements with the office of Phonographic Performance Limited, 14 Ganton Street, London W1 (Tel. No. 0171 437 0311) to obtain and pay charges in respect of a licence to perform recorded music or speech by means of CDs, records or tapes if such performance is to form part of the Function. Such licence must be produced to the Booking Administrator if required.
17. **COPYRIGHT**
- Arrangements have been made by the PCC with the Performing Rights Society, 29-33 Berners Street, London W1 (Tel. No. 0171 580 5544) for the performance of copyright music.
18. **FREE ACCESS OF OFFICERS**
- The Booking Administrator, other duly authorised officers of the PCC, their officials and agents, shall at all times have the full right of access to all parts of the Hall.
19. **HIRE CHARGES**
- 19.1 The prescribed charges and deposits for the use of the Hall and certain miscellaneous charges are set out in the current schedule of charges. Payments to be made as specified therein.
- 19.2 Any deposits may be forfeited in the event of any loss or damage to the Hall or any PCC-owned property in the Hall or in the event of any breach of any of the Conditions of Use.
- 19.3 The right of the PCC to forfeit any such sum shall not prejudice the PCC's right to recover from the User any additional sum which may be incurred by the PCC in carrying out any reinstatement work or replacing any items necessitated by any such breach.
20. **SPECIAL NOTICE**
- Fees are subject to revision and those fees payable are those in force at the date of the Function.
21. **CANCELLATIONS**
- 21.1 In the event of the cancellation of a booking of the Hall by the User, this must be received in writing by the Booking Administrator fourteen days prior to the date of the booking, when the booking deposit only will be payable. In all other cases the full charge remains due and payable.
- 21.2 The PCC reserve the right to cancel any booking without giving any reasons by giving not less than fourteen days' notice in writing to the User. No compensation for such cancellation shall be payable to the User by the PCC but any sums which shall have been paid by the User to the PCC will be refunded.

21.3 In the event of the Hall being rendered unsafe or unusable because of some emergency or other event, the PCC shall by written notice inform the User that the Hall will not be available. No compensation for such cancellation shall be payable to the User by the PCC but any sums which shall have been paid by the User to the PCC will be refunded.

## 22. DAMAGE TO FLOOR

The User shall ensure that all persons using the floor of the Hall for dancing or any sporting activity shall wear suitable footwear and the User shall be responsible for any damage to the floor caused by any breach of this Condition. Any spillages of liquids on the polished parquet floor must be mopped up immediately. Water should never be used to clean the floor.

## 23. FURNITURE

The User is permitted to use furniture and fittings installed in the Hall and undertakes and agrees to be responsible for any damage occasioned thereto or loss thereof as a consequence of the use by the User or his servants or any member of the public attending the Hall during the Function and will pay to the PCC all the expenses which may be incurred as a result thereof and any such expenses shall be recoverable from the User or may be deducted from any monies which may be due to the User from the PCC.

## 24. SUB-LETTING

No sub-letting or assignment of the use of the Hall is permitted.

## 25. NOISE AND ODOURS

25.1 No device shall be used which is likely to emit an offensive odour.

25.2 The User shall ensure that loudspeakers and any other musical instruments or noisy apparatus are not so used as to cause annoyance to any neighbours. In any case no music may be played after 11 p.m.

## 26. CONDITION OF PREMISES AT END OF HIRE

26.1 The User shall at all times ensure that the Hall is kept clean and tidy and undamaged and that it is left in that condition at the termination of the Booking Period. Refuse must be disposed of and all damage to the Hall and any neighbouring land (including fixtures on such land) must be made good as soon as reasonably practicable, at the expense of the User. The right of the PCC to forfeit such sum from the deposits (if any) referred to in clause 19 paid on reserving the Hall shall not prejudice the PCC's right to recover from the User any additional sum which may be incurred by the PCC in carrying out any reinstatement work necessitated by any breach of any Condition or regulation appearing herein.

26.2 Without prejudice to the generality of the previous paragraph, the following specific Conditions apply:-

Chairs and tables Soiled chairs and tables must be wiped clean and then stored in accordance with the directions displayed in the Hall.

Floor The floor must be swept after each Function. (See also paragraph 22 above).

Rubbish All rubbish must be collected and taken away in containers provided by the Users.

Goods left over Items left over from jumble sales, fairs and similar events must be removed from the Hall and the surrounding area before the end of the Booking Period.

Kitchen and servery The kitchen and servery shall be left dry, clean, tidy and fit for immediate use. All used crockery, cutlery and glassware must be washed, dried and put away neatly.

Services and security. At the start of each Booking Period security bolts on all exit doors must be withdrawn. At the end of each Booking Period all taps, cooking appliances, lights, electrical equipment, water heaters, sound equipment, ventilators and similar items must be turned off. All windows and doors must be closed and locked and exit doors bolted.

**NOTE:** Sweeping brushes, a dustpan and brush, and cleaning materials may be found in the cupboard in the entrance lobby and in the cupboards in the kitchen.

July 1996 (amended January 1999)