

Banstead United Reformed Church

Conditions of Hire of Premises

Applicable from 15 January 2025

'The premises' mean the buildings and the car park and adjoining land.

'Permission of the church' means 'Permission of the church's authorised representative'.

What you may and may not do on the premises

1. The Hirer shall not use the premises referred to in the Hire Agreement for any purpose or at times other than specified and shall not use rooms other than those that have been booked.
2. The Hirer must not do anything on the premises nor carry out the purpose of its hire in such a way as to cause a nuisance, annoyance or disturbance to the Church, other persons using the premises and all neighbouring premises and shall indemnify the Church against any claim arising therefrom.
3. Smoking is not permitted in any part of the premises including the car park and grounds.
4. Alcohol may not be consumed or brought onto the premises without the written permission of the Minister and/or the Church Officers. Permission will only be granted in exceptional circumstances and be subject to very specific restrictions and if it is no charge may be made for the supply of alcohol (including as part of any ticket price) or any donation sought.
5. No betting, gaming and lotteries are permitted on the premises.
6. No animals shall be brought onto the premises except for an assistance dog for a disabled person.
7. Inflatable devices, including but not limited to bouncy castles, are not permitted.

Safety and Safeguarding

8. The Hirer shall be responsible for the efficient supervision of the premises, including the effective control of children and to observe all statutory requirements in respect of the responsibility for the supervision of children and care of vulnerable adults. It is the responsibility of hirers to ensure they have an appropriate safeguarding policy in line with the Children Act 1989 and consistent with the recommendations in the code of practice "Safe from Harm" issued by the Home Office.

'Appendix A contains information to assist hirers with the application of their Safeguarding Policy when using the premises'.

9. **Snow and Ice: The church provides a bin containing salt and a shovel We do not have a caretaker, so in the event of snow or ice we cannot guarantee always to be able to clear the car park of snow or spread grit on ice ahead of each hire. Hirers are therefore responsible for determining if conditions are safe under these conditions and booking fees will be refunded if they do not feel able to proceed safely with a booking.**
10. Hirers shall familiarise themselves with the location of fire exits and fire extinguishers, and ensure that all exits, doorways and passageways are kept free of obstruction so that clear means of escape are maintained in case of fire or other emergency. This includes not parking directly outside building exits and only in marked parking bays.
In the event of a fire the hirer (or group leader) shall be responsible for ensuring that everyone gets out of the building and calling the fire brigade in the event of a fire that cannot quickly and safely be put out with an extinguisher or fire blanket.; The car park is the meeting area.
11. The Hirer shall not bring into the premises any items of electrical equipment for connection to the electricity supply without prior permission of the Church. If such permission is granted, the Hirer shall ensure that such equipment conforms to the requirements of the Health and Safety Executive.
12. The Hirer shall ensure that all advisory warning notices regarding spillages, use or movement of any Church equipment are understood and adhered to. All spillages should be cleared up, the cleaning materials/equipment being stored in the Flower Room which is opposite the kitchen

13. No ladders shall be used without permission. Hirers must not move the partitions in the Fellowship Room or the Church in order to avoid damage to the partition and injury to themselves.
14. As there is no telephone on the premises a mobile 'phone should be brought by the hirer to enable any required contact to be made with the emergency authorities.
15. In the event of an accident occurring the Hirer shall supply all appropriate particulars to the Church to enable an entry in the Church's Accident Report Book to be completed and supply all requisite information reasonably requested by the Church.

Looking after the premises

- 14 The Hirer shall be responsible for the cost of repair of any damage done to the premises or to the furniture, furnishings, fixtures and fittings or to any other Church property that may occur during the hiring period.
- 15 At the end of each hiring period the Hirer shall ensure that:
 - (a) The premises are left in a clean and orderly state with all refuse removed;
 - (b) Items of furniture are returned to their original positions (tables picked up and carried, not dragged) and stored safely;
 - (c) Unless there are others still using the premises all lights are switched off, all internal doors are shut and all external doors are securely bolted and locked and all windows closed and locked as appropriate.
 - (d) If the kitchen has been used that it is left clean and tidy with all utensils crockery and cutlery put away with the windows closed and locked.
- 16 The Hirer shall not leave any property (or food) on the premises unless prior arrangement has been made with the Church. Hirers who wish to use the dishwasher must advise the Church. The operating instruction for the dishwasher on the notice in the kitchen must be observed. After use the dishwasher must be drained, as described in the instructions otherwise the hirer's deposit will be forfeited. The hirer should provide their own tea towels.
- 17 The Hirer shall not affix anything to the walls of the premises or to Notice Boards without the prior permission of the Church.

Liabilities and insurance

- 18 The Church accepts no liability in respect of any death of or injury to persons or loss, damage or theft of any property (including motor cars and their contents) for which the Hirer, or any person invited onto the premises by the Hirer, is responsible.
- 19 The church's insurance company is unable to extend its public liability insurance to cover hirers of the premises. This means the church cannot accept liability for any consequence of the activities of those hiring the halls, and hirers are asked to ensure they have appropriate Public Liability cover. Many household insurance policies provide Public Liability insurance for accidents anywhere within the UK. Therefore those hiring the premises for private and personal purposes should ensure that their Household Insurance includes appropriate Personal Liability cover.
- 20 In the event of the premises being rendered unfit for use by the Hirer the Church shall be under no liability for any resulting loss or damage whatsoever.

Other conditions of hire

- 21 The Church reserves the right of entry at all times to all parts of the premises including in case of emergency the part of the premises referred to in the Casual Let Agreement or Licence. The Hirer has no right to exclude any person from any other part of the premises. The Church also reserves the right to cancel any booking upon giving no less than 48 hours notice in writing to the Hirer. In that event the Church shall refund to the hirer any deposit or hiring fee already paid but shall not be liable for any other costs incurred by either the Hirer or their Agents.

22. The hire of the premises includes the use of the parking facilities for private vehicles but emergency access must be maintained at all times, and the Church reserves the right to require any vehicles relating to the hiring to be removed or prevented from parking due to funeral or other concurrent or overlapping activities on the premises. Any vehicle parked in a disabled bay must display a disabled person's badge.
23. For a recurrent booking, where the total sessions booked exceed 10 hours, 20% of the total hire fee must be paid 4 weeks before the date of the first session which shall be non-refundable in the event of cancellation. Additionally in the event of the hirer seeking to cancel a booking of any duration within 7 days of the date of hire the Hirer shall be liable to pay the full hiring fee.
24. A security deposit of up to £100 must accompany the signed Hiring Agreement. The deposit may be forfeited in whole or part in the event of any breach of these conditions including rubbish removal, or if the keys are not returned within 48 hours of the end of the hire period.
25. It is the responsibility of commercial hirers to arrange their own music licence where appropriate.
26. The hiring fees are subject to review at any time with 3 months' notice to be given to the Hirer.

Appendix A: Notes to assist hirers with respect to developing their safeguarding policy for using the premises

1. Banstead URC has several halls which may be hired out to different groups at any one time.
2. These groups may include children or vulnerable adults.
3. Some groups have a fixed start and finish time, others have an 'open door' format where users come and go at any time during the hire period.
4. The only door which can be locked (other than those to the church and library) is the main entrance. It can be locked with a key from the outside and a barrel lever from the inside
5. Lead hirers are provided with a key to the main door for the duration of their hire.
6. Access to all halls is via a common vestibule and corridor
7. The toilets are centrally located and available to all users of the building.
8. Banstead URC has no permanent presence or caretaker on site.
9. When the church is in multiple occupancy hirers must recognise it is not possible to restrict access to the common areas
10. When the hirer is the sole occupant, if they wish to restrict access to the building they will need to lock the main door after their last member has come in, or station someone on the front door.
11. If the hirer has a safeguarding concern specifically arising from consideration of the above they should discuss with the letting officer before hiring the hall.
12. If the hirer has any suggestions as to how the premises could be modified to improve safeguarding they should please advise the lettings officer

This information was correct as of January 2025 and the Appendix will be reissued to hirers if there are any changes

Approved by the Elders Meeting