

## St Mary the Virgin, Houghton with Wyton PCC

### ST MARY'S CENTRE (HOUGHTON CHAPEL) CONDITIONS OF HIRE AGREEMENT

#### 1. Conditions of Hire

The Hirer shall, during the period of hire, be responsible for supervision of the premises, the fabric and contents, ensuring its care and safety from damage, however slight. They are also responsible for the behaviour of all persons using the Centre, in whatever capacity, including the proper use of car parking to ensure that access to the surrounding properties is not obstructed. As directed by the Booking Coordinator, the Hirer shall make good, or pay for all damage (including accidental) caused to the premises or to the fixtures, fittings and contents, and for any loss of contents during the hire period.

#### 2. Use of Premises

The Hirer shall not use the premises for any purpose other than that described on the booking application; shall not sub-hire, use the premises for any unlawful purpose, or undertake anything that may invalidate insurance policy terms.

#### 3. Capacity

The Centre has a strict usage limit of 75 persons for any event. Limited vehicle parking is available on the Centre forecourt, with other parking available in the village square. Vehicles should not be parked in Chapel Lane. When parking on the forecourt, caution must be taken due to the presence of trees. No responsibility or liability will be taken by the St Mary's Centre for any damage caused.

#### 4. Smoking or Vaping

Smoking or vaping is not allowed in any part of the building or its garden areas.

#### 5. Gaming, Betting, Lotteries and Licensing

The Hirer shall ensure that nothing is undertaken that contravenes the law in relation to gaming, betting, lotteries and alcohol licencing. The Parochial Church Council (PCC) forbids the sale or serving of alcohol on the premises unless the Hirer has obtained a Temporary Events Notice ([Temporary Events Notice \(England and Wales\) - GOV.UK](#))

#### 6. 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 Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music, public entertainment or stage plays.

#### 7. Health, Safety & Hygiene Requirements

Nothing shall be done whilst hiring the Centre which will endanger the users of the building, or invalidate the policies of insurance relating to it and to its contents. In particular:-

- a. Obstructions must not be placed in gangways, exits, or in front of emergency exits, which must be immediately available for unhindered public egress.*
- b. All users and groups are expected to take responsibility for their own fire drills/emergency evacuation as considered necessary, recording any such drills in the Centre's maintenance log located in the foyer.*
- c. Firefighting apparatus must be kept in its proper place and only used for its intended purpose.*
- d. Performances involving danger to the public shall not be given.*
- e. No explosives, highly flammable spirits or liquid gas containers shall be brought into or used in any part of the premises. No internal decorations of a combustible nature (eg. polystyrene, cotton, etc) shall be undertaken or erected without the consent of the Fabric Committee. The use of naked lights in upstairs rooms is strictly prohibited and unguarded naked lights should not be used in the rest of the building.*
- f. No unauthorised heating appliances shall be brought onto the premises for use.*
- g. The Hirer shall, if preparing or selling food, observe all relevant food health and hygiene legislation and regulations.*
- h. The Hirer, if erecting any temporary structure on the adjoining grassed area, should refer to the plan of the location of underground gas and electricity services.*

## 8. Outbreaks of Fire

At the onset of any breakout of fire, however small, the fire brigade shall be immediately contacted. Details of any such event must be reported to the Booking Coordinator. The Hirer must be familiar with the evacuation procedure, the location and use of all fire equipment, escape routes and the need to keep these clear at all times. They shall also familiarise themselves with the methods of escape, door fastenings and the appropriate operation of fire doors at the time of fire.

## 9. Means of Escape

At no time should the Hirer block or restrict access to the emergency fire escape routes; exit doors must be kept unlocked and fire doors kept in the closed position. Exit signs are illuminated and the emergency lighting system will illuminate fire escape routes in the event of smoke alarm activation.

## 10. Electrical Appliance Safety

The Hirer shall ensure that all electrical equipment brought into the premises shall comply with the Electricity at Work Regulations 1989, being in safe and good working order and used in a safe manner. The PCC disclaims all responsibility for all claims and costs arising from the use of any such equipment that is non-compliant.

## 11. Indemnity/Insurance

The Hirer shall keep indemnified, members of the PCC, volunteers, agents and invitees against:-

- a) *the cost to repair of any damage done to any part of the premises including contents;*
- b) *all claims in respect of damage, loss of property or injury to persons arising as a result of the use of the Centre (including storage of equipment) by the Hirer.*

The Hirer shall ensure they have adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire; they shall produce evidence of such insurance cover to the Booking Coordinator on demand. Failure to produce such policy or evidence of cover will render the hiring void and booking cancelled.

## 12. Accidents & Dangerous Occurrences

Hirers are reminded that they are responsible for any accident or injury arising out of the activity for which they have booked the hire of the Centre. It is the responsibility of the Hirer to ensure that the premises are safe for the purposes for which they have been hired. Hirers are responsible for their own first-aid support and facilities in accordance with the Health & Safety (First Aid) Regulations 1981. There is a First Aid kit located on the foyer outside of the kitchen area.

Hirers are required to complete details on an Accident Reporting Form (located in the foyer outside the kitchen area) of any accident or incident occurring during their occupation of the premises which gave rise to or could have caused injury. This must be done before vacating the premises at the end of the hire period and placed in a sealed envelope. The Booking Coordinator will store this in the Accident Book. The Hirer must notify the Booking Coordinator within 24 hours of any accident or injury occurring during the period of hire. Any failure of equipment belonging to the Centre must also be reported and available for inspection.

## 13. Animals

The Hirer shall ensure that no animals, except assistance dogs, are brought into the Centre or its grounds.

## 14. Safety of Children and Vulnerable Adults

It is the responsibility of each Hirer/user group, to ensure that they comply with relevant regulations, including The Children Act 1989, Protection of Children Act 1999 and consistent with the recommendations in the Code of Practice 'Safe from Harm' issued by the Home Office, to ensure that only fit and proper persons have access to any children and also that the safety of vulnerable adults is protected. See Appendix A. **The Hirer must sign the attached safeguarding statement.**

## 15. Sustainability

St Mary's Parish recognises the climate and nature crisis and works towards obtaining a net zero impact. As an Eco Church we encourage all who hire/use the St Mary's Centre to:-

- a) *Use the building and its grounds in an environmentally-friendly and sustainable manner, wherever practicable.*
- b) *Separate out recyclable and food waste from general waste and ensure these are placed in the appropriate bins within the kitchen area.*
- c) *Ensure all taps, lights and heating are not left on when vacating the building.*
- d) *Users are welcome to use the Centre's crockery and cutlery items, or alternatively bring reusable items. If using disposable items (plates, cutlery, etc.), it is encouraged that biodegradable items are purchased/used and that these are placed in the recycling bins provided; this includes food packaging materials where applicable.*

## 16. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading laws and any code of practice used in connection with such sales.

## 17. Payment

For bookings of a sole/one-off nature, the Hirer must ensure that payment is received in accordance with the booking payment conditions set out in the booking application form. Failure to pay any agreed accounts within the time required will result in no further availability of premises until the account is paid.

## 18. Cancellation

Booking cancellations must be made in writing as soon as possible but giving at least 24 hours' notice, in accordance with the conditions notified on booking. Cancellations can be made using this email address: [stmaryshoughtonwyton@gmail.com](mailto:stmaryshoughtonwyton@gmail.com). If cancellation occurs outside these conditions, and the Centre cannot be re-hired, the Hirer will be liable to pay the total booking fee. In any such case, a £15 administrative fee and any deposit payment terms will apply.

The Fabric Committee reserves the right to cancel a hiring by written notice to the Hirer in the event of:-

- a. *the premises being required for use as a Polling Station for a Parliamentary or; Local Government election or by-election*
- b. *the Committee reasonably considering that*
  - i) *such hiring may lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or,*
  - ii) *unlawful or unsuitable activities will take place at the premises as a result of the hiring*
- c. *the premises becoming unfit for the use intended by the Hirer.*

In any such case, the Centre shall not be liable whatsoever to the Hirer for any resulting direct or indirect loss or damages.

## 19. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding areas in a clean, tidy, properly locked condition, including closing and locking windows, fire doors to the kitchen and main room that are temporarily held open by magnets must be closed. All rubbish must be removed. Any contents temporarily removed from their usual positions must be properly replaced; any failure to do so may lead to an additional charge being applied. All breakages must be reported to the Booking Coordinator.

## 20. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly if this is late at night or early in the morning.

### **21. Hirers' Equipment**

The Centre accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. Equipment may only be stored with the written agreement of the Fabric Committee. Stored equipment must be removed by the Hirer within 60 days of the last booked event. Failure to do so will result in the equipment being treated as abandoned and become the property of the Fabric Committee to dispose of as it sees fit. All equipment and other property (other than stored equipment) must be removed at the end of each hiring period or the above condition will apply, ie. disposal after 60 days.

### **22. No Alterations**

No alterations or additions may be made to the premises, nor any fixtures be installed, including placards, decorations or other articles attached in any way to any part of the building without the prior approval of the Booking Coordinator. The Hirer must make good to the satisfaction of the Fabric Committee any damage caused to the premises by removal of such articles.

### **23. No Rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other rights of occupation of the Hirer.

### **24. Fabric Committee Rights**

The Fabric Committee of the Parochial Church Council reserves the right to refuse a booking, to impose special conditions and to amend these conditions of hire without notice.

## APPENDIX A

St Mary's Parochial Church Council (PCC) has a policy for safeguarding children, young people and vulnerable adults. A copy of this is attached.

Your hire agreement is conditional upon compliance with this Policy, unless you already operate an equivalent Policy of your own.

You are required to ensure that children, young people and vulnerable adults are protected at all times by taking all reasonable steps to prevent injury, illness, loss or damage occurring; and that you carry full liability insurance for this.

In particular this means that:-

- you will comply with the attached good practice guide with children and young people or vulnerable adults unless you already have an equivalent document in place;
- you will provide the PCC with a copy of your organisation's Safeguarding Policy/ies or, if you do not have one, adopt the current Parish policy;
- you will recruit safely all current paid and voluntary workers who work with children and/or vulnerable adults, by obtaining satisfactory disclosures from the Disclosure and Barring Service, where eligible, and keeping records of dates and disclosure numbers indefinitely;
- you will keep a list of the names of all paid and voluntary workers with regular and direct contact with children/vulnerable adults, and update this annually;
- you will always have a minimum of two leaders over the age of 18 years in any group of children and young people, no matter how small the group;
- no person under the age of 18 years will be left in charge of any children or young people of any age;
- no child or group of children or young people should be left unattended at any time;
- a register of children, young people or vulnerable adults attending the activity will be kept securely. This will include details of their name, date of birth, next of kin and contact details of parent/guardian/carer.
- you will immediately (within 24 hours) inform the Parish Safeguarding Officer of:
  - (a) *the occurrence of any incidents or allegations of abuse or causes of concern relating to members or leaders of your organisation, and contact details for the person in your organisation who is dealing with this.*
  - (b) *any known offenders against children or vulnerable adults seeking to join your membership, and manage such allegations or agreements with offenders in co-operation with statutory agencies, and with the Church.*

**The Parish Safeguarding Officer for St. Mary's Church is:** Rev Steph Pedlar

email: [safeguarding@stmaryshoughtonwyton.org.uk](mailto:safeguarding@stmaryshoughtonwyton.org.uk)

**Declaration:** I agree to abide by appropriate safeguarding procedures. I understand that my booking agreement may be terminated in the event of my failing to comply with these procedures.

Signed \_\_\_\_\_ Designation \_\_\_\_\_

Organisation \_\_\_\_\_ Date \_\_\_\_\_

**Please sign two copies**, one to be retained by the Church and one by the hiring organisation.



Safeguarding Policy  
Jan 2026.pdf