



## All Saints Church, Hove - Premises Hire Contract

### Schedule

For the purposes of this contract the 'Church' is the Parochial Parish Council of All Saints Church, The Drive, Hove, BN3 3QE

The Administrator is either Katja von Schweitzer or Sarah Rogers and may be contacted at The Parish Office, The Vicarage, Wilbury Road. Hove BN3 3PB

**Name of Hirer** (the 'Hirer'): .....

For the purposes of these conditions, the term 'Hirer' shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

**Name of Organisation** (if any): .....

**Address:** .....

**Daytime Phone:** ..... **Evening Phone:** .....

**Email address:** .....

**Purpose of Hiring** (please state fully, and include any specific room requirements): .....

**Premises required** (the 'Premises'): (delete as appropriate) church / upper vestry / church hall\* / hall kitchen\* / parish rooms / parish room kitchen /other (please specify below):

.....  
\*Please note that wheelchair access to the Hall is the Eaton Road side door next to garage. Tea towels are not provided, please bring your own.

**Date(s) required:** .....

**Time Required** (please specify): .....

Please note the start of your booking is the start time of your entry into the room(s) not the start time of your publicised event. The end of your booking is the time you leave the room(s) not the end of your publicised event.

**Approximate number of guests:** .....maximum capacity: 500

**Name of responsible adult present at the event:** .....

**Mobile no. for responsible adult present at event:** .....

(Please note that this number may be given out to our immediate residents in case of any issues arising on the night).



**Will you require a bar?**

**Yes / No** (delete as appropriate)

Please note that we are unable to guarantee that a TEN will be available for your booking as we have a restricted amount that may be applied for per annum. If you require a TEN this needs prior approval by the Church and involves an additional fee of either £85 or 25% of the bar profit, whichever is the greater. Application for TEN and Brighton & Hove council's fees to be made by hirer. Any unauthorised TENs applications will incur a £200 charge.

**Will copyright material be used (e.g. music or play)?**

**Yes / No** (delete as appropriate)

We will collect PRS accordingly after your event and will require you to complete a PRS form as well as provide us with your box office figures.

**Will you be using staging?**

**Yes/No**

**Parking** There is very limited parking therefore you are entitled to park only one vehicle reg. no..... (We regret that on site parking is a problem and therefore we reserve the right to charge any unauthorised parking at the rate of £25 per day or part thereof). There is strictly no parking at the West end of the Church (The Drive).

**Sound Technician**

For all contemporary productions it is required that you have a technician from C3 Productions on site during your performances to ensure that sound does not affect our neighbours in any way.

**Additional Fees**

The following are available at additional fees if required:

- Upper Vestry £60 Yes/No
- Use of Church PA system £50 Yes/No
- Merchandise fees at £70 Yes/No
- Commercial filming at £500 Yes/No
- Commercial audio recording £200 Yes/No
- Commercial photography at £150 Yes/No
- Church - Organ at cost of £60 per session Yes / No
- Hall – piano at £5 per session Yes/No
- Church - Tea and coffee making facilities including urns £5 per session Yes / No

- NB: - Unless agreed in advance or by Clergy/Administrator/Church Wardens, tea and coffee making facilities in the church (including urns) must not be used.*
- *Please note that if the piano (free of charge) in the Church is required, tuning of this if deemed necessary, is the Hirer's responsibility.*
  - *The sale of tickets and the promotion for the event relating to this agreement are the responsibility of the hirer.*
  - *PRS will be invoiced after your event where applicable*
  - *2 complimentary tickets per performance to be donated to All Saints Church*



**Payment**

The booking will not be confirmed until the deposit payment of 50% (or £100 whichever the greater) of hire per day has been received. This is non-refundable unless the Church has cause to cancel this contract. If we have penciled your booking into our diary but receive another enquiry ready to commit and make payment for that date we give a 24 hour challenge period during which time you will need to make the deposit payment in order to keep your requested date. Full payment is required 28 days prior to your booking.

A security deposit of £100 is required to be held against any damage caused by a breach of this contract. In particular, but not restricted to, any failure to leave the premises clean, tidy (including chairs and other furnishings put back into position as found), and un-damaged. This deposit will be returned in full within 28 days of completion of this contract, providing no claim for damages is made. If our losses exceed the amount of your deposit, we may demand additional compensation.

**Cost**

Basic cost of hire	£.....
Cost of hire including any additions	£.....
<b>Total</b>	<b>£.....</b>
Deposit	£
Security Deposit (payable as separate cheque)	£100

**The balance of £..... is due on or before .....20.....**

**Cancellations**

Cancellations should be notified to us at least 28 days in advance. If less than 28 days' notice of cancellation is given, any refund is entirely at the discretion of the PCC.

We reserve the right to cancel any booking in order to carry out essential repairs or maintenance; in this event any payments will be refunded.

Cheques for hire of the Church should be made payable to All Saints PCC. Otherwise, payment may be made direct to our bank account please contact us for details

Please note that if payment is made via IBAN from overseas an additional £6 will be added to the total cost of hire to cover transfer costs.

**Please ensure that you read and sign the attached Terms and Conditions**



## Terms and Conditions

The Hirer agrees:

- 1) The Hirer is over 18 years of age.
  - 2) The Hirer shall not use the Premises for any purpose other than that described in the Hiring Agreement 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.
  - 3) The Hirer is requested to ensure that good order is kept in the Premises and its environs at all times during the hiring. The Church reserves the right to halt any function not properly conducted. Alcohol is not allowed to be brought onto, or consumed in the church building, parish rooms or church hall premises without express permission from the Administrator. Smoking is not permitted anywhere in the building or grounds of the church building, church hall and vicarage rooms. No posters or advertising may be placed anywhere on the church building, church hall and vicarage room without the express permission of the Administrator. Posters and advertising placed without permission will be removed. The hirer must not allow illegal drugs on the premises.
  - 4) The Hirer is responsible for the security of the Premises and persons in it during the hire period. The Hirer shall ensure that only authorised persons are allowed access to the Premises. The Hirer is responsible for the orderly and safe admission and departure of all guests and the efficient supervision of the Premises during the function. The Hirer shall provide suitable numbers of Stewards and ensure that assistance is available at all times for those attending the function, particularly disabled persons.
  - 5) The Hirer shall ensure that there are no obvious fire or other hazards jeopardising the safety of any person or which could cause damage to the Premises or surrounding buildings. The Hirer shall ensure that doors are not to be wedged open, nor gangways blocked. The Hirer shall ensure that all exit doors from the Premises are kept unfastened (except permitted crash bars etc) and exit routes left unobstructed during the function. Flammable substances shall not be brought into, or used in any portion on the Premises or surrounding buildings. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Administrator. The Hirer shall ensure that responsible persons are instructed and available at all times to operate the fire alarm system, and the fire extinguishers, and to conduct an evacuation procedure. The Hirer is requested to visit the Premises prior to the hire date, to see Fire Alarm Points, Fire Exits and Fire Extinguishers in the area of hire. Sufficient access to the pavement and areas between the Hall and All Saints Church building must be maintained at all times to ensure speedy and safe evacuation in the event of fire. The hirer must inform the office if any of the fire extinguishers has been used, whether deliberately or accidentally.
  - 6) The Hirer will not bring into, set up in, or attach to the Premises or surrounding buildings, any fittings, decorations, furnishing, equipment, electrical appliances or additional lights, nor make any extensions to the electrical installations of the premises, without prior written consent of the Administrator. Any such additions to facilities must be made safe in all aspects. The Hirer shall ensure that any electrical appliances
- 6)cont...



brought by them to the Premises or surrounding buildings and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. No electric or gas fires or heating equipment of any description is allowed into the Premises.

7) The Hirer must report all accidents involving injury to the public to the Administrator as soon as possible and complete the relevant section in the All Saints Church accident book. Any failure of equipment belonging to the Church 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. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Hirer should familiarise themselves with these regulations in the event of an accident or injury.

8) 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.

9) If licences are required, the obtaining of the requisite licence is the responsibility of the Hirer and the Hirer shall indemnify the Church and keep it indemnified in relation to any liability in this respect. Where a TEN is required authorization from the Church must be obtained prior to applying to the council.

10) If food is to be prepared or served and/or if the kitchen is to be used, the Hirer becomes responsible for correct Health and Safety practices under the Food Safety Act of 1990 and any subsequent related regulations. If professional caterers are employed (i.e. if a charge is to be made to the Hirer for catering services), their names and addresses must be supplied to the Church if so requested. The kitchen must be thoroughly cleaned upon completion, and all waste foods / materials must be completely cleared off the Premises and grounds. The Church reserves the right to levy a cleaning charge (deducted from the security deposit or claimed against the Hirer) if this is not done.

11) No copyright material is to be used unless licence has first been obtained.

12) The Hirer will be responsible for the key and will be asked to pay for a replacement should it be lost. Keys must be collected before the activity begins, ideally in the previous week. It is the hirer's responsibility to contact the office and arrange to collect the key. Should it be necessary for the Church to make a key of the premises available to the Hirer, such key will be handed to the Hirer on the date and time agreed between the Hirer and the Administrator. The Hirer must agree to return the key after use of the Premises, as instructed by the Administrator.

13) If the Hirer's activities involve children, then the Hirer is required to ensure that children are protected at all times, by taking all reasonable steps to prevent the occurrence of any injury, loss, damage or harm and that all appropriate children's statutes and child protection guidelines are complied with. The Hirer must adhere to the Diocesan Child Protection procedures and recommended good practice (please ask the Administrator for details) as well as National requirements..

14) The Hirer shall indemnify and keep indemnified All Saints PCC/employees, volunteers, agents and invitees against,

- a) the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises, loss of revenue from any damage and any consequential loss.



14) cont...

- b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the Premises (including the storage of equipment) by the Hirer.
- c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the Premises by the Hirer.

The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation, invitees and any third party against all claims arising as a result of the hire. On demand the Hirer shall produce the policy and current receipt or other evidence of cover to the Church. Failure to produce such policy and evidence of cover will render the hiring void and enable the Church to re-hire the premises to another hirer. In these circumstances the deposit may be forfeit.

Any 3<sup>rd</sup> parties such as childrens' entertainers, discos, bands, bouncy castles, bucking broncos etc... brought onto the premises by the hirer must have adequate public liability insurance.

15)

- i) All music is to be kept to a reasonable volume and should not cause nuisance or disturbance to local residents. For amplified public events the noise level must not exceed the defined limit of decibels as agreed at the time of hire and all noise/music to be turned off/stopped by 10pm. All hirers of the Church MUST read and complete the All Saints Hove Noise Addendum at the end of this contract.
- ii) You are responsible for any noise nuisance caused by your use of the premises or by anyone for whose presence you are responsible. You must ensure that members of your group leave the premises quietly in the evening.
- iii) Hirers of the Hall must ensure that the fire escape doors into the garden are not opened while music is being played or any other noisy activity is going on in the hall. Animated conversation can be loud enough to cause a nuisance to neighbours in the evening if doors are open.
- iv) You must not allow your guests into the garden after 8pm.
- v) **If we receive noise complaints from neighbours of the premises which are justified in our opinion, we will regard this as a serious breach of the hire conditions and may withhold all of your deposit in consequence.**
- vi) Times of hire stated on the Schedule must be adhered to. Times of booking are deemed to include setting up / clearing away of rooms. Hirers should ensure that they have allowed time for this in order that they have vacated the Premises within their hire time. All bookings must end no later than 10pm
- vii) All windows must be closed and all doors locked including side doors and disabled access entrance, prior to departure from the Premises.
- viii) All chairs and tables must be returned to where they were found and /or re-stacked in the correct manner. (NB There is a right and wrong way to stack the chairs - please ask if you are not sure)
- viii) The Hirer shall be responsible for leaving the Premises in a clean and tidy condition. Floors should be swept (and mopped if there were any spillages). All rubbish must be cleared and taken away from the Premises and its environs. No rubbish is to be left in the church rubbish bins. There is a council collection bin available in Eaton Road. All glass bottles are to be taken off the premises and



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- x) All equipment must be restored to its original position at the end of the hire period, after cleaning has been completed.
15. cont...
- xi) Any electrical extension leads shall be switched off and unplugged when the premises are vacated.
- xii) The sand pit and toys in the hall garden must not be used.
- xiii) You must check the toilets and clean them if necessary.
- xiv) No fireworks are to be let off and no barbecues are to be operated in the garden.
- xv) Heating and lights must be turned off at the end of the hire unless otherwise agreed. The heating in the Church will be set to 18c (on the Church's thermostat) and must not be altered without permission from either Clergy/Administrator/church wardens.
- xvi) The Premises and the Premises contents and fixtures and fittings must be returned to the Church in the same condition as they were hired in.
- xvii) The Hirer is to remove all items relating to their hire at the end of the hire period. If any items are left uncollected for more than 7 days, the Church will dispose of them as the Church sees fit.
- xviii) If we have allowed you to store equipment on the premises, whether in a store room or elsewhere, you must ensure that it is stored safely and tidily so that it does not constitute a fire risk or any other hazard to anyone. You must remove stored equipment promptly when required to do so. All equipment is left at the Hirer's own risk and All Saints cannot be held responsible for any equipment or personal items belonging to a group or its members.

A breach of any of items i) to xviii) by the Hirer or the Hirers' agents may cause the Church to make a charge. This charge will be deducted from the security deposit, and if the sum exceeds the security deposit, or no security deposit has been taken, the Hirer will be responsible for the unpaid charge.

16) The Hirer must at all times observe the wishes and comments of the Administrator who is representative of the All Saints PCC.

**It is agreed:**

The Church will hire the Premises to the Hirer at the times and for the cost specified above.

The Church or Civil bodies may require the Premises at short notice. Although such an event would be rare, the Church cannot be liable for compensation or otherwise, although the Hirer can be assured that every attempt would be made to find alternative accommodation for the Hirer. In that event any payment and / or cost of hire will be returned and the Church will be under no further liability to the Hirer. The Hirer should note that the Church reserves the right to cancel the booking at any stage, if it becomes apparent that the event is contrary to the information disclosed on the booking form. If such cancellation has to be enforced by the Church, the Hirer may remain responsible for the full cost of hire.

The Church shall not be liable for any loss due to failure in supply of electricity, gas, leakage of water or fire, Government restriction or Act of God, which may cause the Premises to be closed or the hiring to be interrupted or cancelled.

The Church accepts no responsibility for any loss or damage, including personal injury and death, resulting from the Hirers activities or from the storage of equipment belonging to the Hirer.

This contract constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the Hirer.



I have read and I understand the conditions of hire, and I agree to comply with them. I also agree to comply with any particular conditions imposed on this hire, and to comply with any general notices posted on the premises. I understand that my deposit may be forfeited if I fail to comply with these conditions or fail to return any keys issued to me within a reasonable time. I understand that I may be required to pay for any loss or damage to All Saints Hove for which I am responsible.

I have read and I understand the conditions relation to noise nuisance in item 15 of the conditions of hire and I agree that my deposit may be forfeited if All Saints Hove decides that there were justified noise complaints resulting from my hire.

**Signed by the Hirer:**.....

**Please print name:**.....

**Date:** .....

**Signed On Behalf of the Parochial Church Council:** .....

**Please print name:** .....

**Date:** .....

Please note that we may need to vary terms of this contract at any point in time but reasonable prior notice will be given to all hirers.

All Church hirers must complete the Noise Addendum overleaf.





**All Saints Hove Noise Addendum**

All hirers of the church must be aware of, and fully respect our neighbours with regard to noise. We therefore have strict curfews with regard to amplified sound and/or loading out. All amplified sound must be turned off no later than 10pm.

Amplified concerts/events must finish no later than 10pm with audience out by 10.30pm  
Classical concerts and other events must finish by 10.30pm with audience out by 11pm  
Hirers must ask their audience to leave and to do so quietly and to disperse as quickly as possible outside the church area.

In order to minimise noise outside the church we ask that the west doors are used as entrance and exit doors and that the other doors are used only as emergency exits or for loading in and out as long as this is done between 7am and 11pm.

In order to minimise noise outside the church we ask that loading in and loading out is not carried out at antisocial hours. We will, where possible block off the evening prior to the hirer's event and morning after the event to allow for staging, lighting rigs etc... to be brought in and out.

You must provide us with a mobile number of someone at the event on the night who can be contacted in case of any complaints from our neighbours. Should the neighbours complaint not be respected and the noise levels are not dealt with a member of All Saints Hove will be contacted and will come to the event at an additional charge to the hirer.

In the case of Environmental Health imposing a fine due to noise complaints or for any other reason the hirer is liable to pay the fine. If the event has to be stopped any financial loss is that of the hirer's.

For all contemporary productions it is required that you have a technician from C3 Productions on site during your performances to ensure that sound does not affect our neighbours in any way.

**I have read and I understand the conditions above, and I agree to comply with them.**

**Mobile number for contact during event.....**

**Signed by the hirer.....**

**Please print name.....**

**Date.....**