

## **St Nicholas' Church, Brighton Standard Conditions of Hire**

These standard conditions apply to all hiring of St Nicholas' Church. If the Hirer is in any doubt as to the meaning of the following, the PCC or their representative should be consulted immediately.

### **Definitions**

In these Terms and Conditions the term 'the Hirer' shall include the person signing or lodging the application and any person or organisation on whose behalf the application is made, all of whom shall be jointly or severally liable. The Parochial Church Council of St Nicholas' Church is hereinafter referred to as 'The PCC'

**1. Age** The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions under this Agreement are met.

**2. Supervision** The Hirer shall, during the period of the hiring, be responsible for:

- proper respect for, and prevention of misuse of, the sacred areas of the Church: Chancel, Lady Chapel and Font. The Chancel and Lady Chapel are not included in this hire agreement and are not to be accessed during the period of the hire. The area around the font must be kept clear to allow access to the tower fire door, and is not to be used for the storage of any item. Items are not to be placed on the font cover in any circumstance.
- supervision of the premises, the fabric and the contents;
- their care, safety from damage however slight or change of any sort; and
- the hirer is responsible for all persons they allow into the building and their behaviour whilst they use the premises whatever their capacity. This includes proper supervision of car parking arrangements so as to avoid obstruction of the highway or public right of way.

As directed by the PCC, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for any loss however incurred.

**3. Use of premises** The Hirer shall not use the premises for any purpose other than that described in the Hire Agreement and shall not sub-let 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 consumption of alcohol thereon without written permission.

### **4. Gaming, betting and lotteries**

The Church allows hirers to run raffles and tombolas, with no cash prizes, as part of the event to support the hirer's activities. The hirer is not permitted to operate any other form of gambling, betting or lottery on the premises.

## **5. Licensable activities**

The PCC holds a Premises Licence which permits a range of regulated entertainment activities on the premises, subject to conditions including permitted hours of use. A summary of the Licence is displayed at the Church.

The PCC holds a PPL/PRS Music Licence and unless agreed in advance, any copyright costs due will be passed on to the hirer once PPL/PRS have processed the quarterly music return. Full details of the music performed, including the program, and net admission receipts will need to be supplied to St Nicholas within seven working days of the event. Hirers will receive an invoice for PRS costs once these are confirmed by PPL/PRS.

## **6. The supply, sale and consumption of alcohol**

Whilst holding a Premises Licence, the Church does not hold a licence for the supply and sale of alcohol. In order to comply with current legislation any organisation or individual wishing to supply or sell alcohol needs to gain written permission from the PCC authorising the organiser to apply for a Temporary Event Notice from Brighton and Hove City Council. The PCC restrict the use of alcohol to the following:

- Cash bars in the Church may only sell wine or beer, lager and cider, we do not permit the sale of any other forms of alcohol. It should also be noted that the PCC do not allow the sale of alcohol from kegs or barrels. Challenge 25 notice must be displayed, and Challenge 25 rules enforced.
- Private events; for events such as a wedding reception or dinner, reception after a funeral, etc, the PCC allow the hirer to offer wine, beer, lager and cider at private events in line with current licensing law. The PCC does not permit the consumption of Spirits, or beer, lager and cider dispensed from a keg.

## **7. Public safety compliance**

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Church's Fire Risk Assessment or other relevant authority, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided, or which is attended by children. The hirer shall also comply with the PCC's health and safety policy.

(a) The Hirer shall ensure they are aware of, and familiar with:

- The action to be taken in event of fire. This includes calling the Fire Service and evacuating the Church. Please note that the Church does not have a telephone available for hirer's use, and the hirer is required to have a working telephone on site at all times during the period of hire.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) The PCC may, at its own discretion, require the Hirer to provide or employ Security Industry Authority (SIA) registered door supervisors at the ratio of 50:1

## **8. Means of escape**

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

## **9. Outbreaks of fire**

The Fire Service shall be called to any outbreak of fire, however slight, and details thereof shall be given to the PCC, in writing, as soon as is practicable.

**10. Health and Hygiene** The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

**11. Electrical appliance safety** The Hirer shall ensure that any electrical appliances brought by them to the premises 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 and any subsequent legislation. Where a residual circuit breaker is provided the hirer *must* make use of it in the interests of public safety.

## **12. Insurance and indemnity**

(a) The Hirer shall be liable for:

- I. the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises;
- II. all claims, losses, damages and costs made against or incurred by the PCC, its employees, volunteers, agents or invitees 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; and
- III. all claims, losses, damages and costs made against or incurred by the PCC, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer and, subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the PCC, employees, volunteers, agents and invitees against such liabilities.

(b) The PCC shall take out adequate insurance to insure the liabilities described in sub-clause (a)(I) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (a)(II) and (III) above. The Church shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the PCC and the PCC's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where the Church does not insure the liabilities described in sub-clauses (a) (II) and (III) above, the Hirer shall take out insurance to insure such liability. The hirer must provide proof of public liability insurance to the value of £5,000,000 to St Nicholas' Church. Failure to produce such policy and evidence of cover will render the hiring void and enable the Church to rehire the premises to another hirer.

The PCC is insured against any claims arising out of its *own* negligence.

### **13. Accidents and dangerous occurrences**

The Hirer must report all accidents involving injury to the public to the PCC or, failing that, to a member of the Church (as listed on the Church notice board) *as soon as possible* and complete the relevant section in the Church's accident book which is available in the cupboard by the south door. Any failure of equipment belonging to the Church or brought in by the Hirer must also be reported *as soon as possible*. Certain types of accident or injury must be reported in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

### **14. Explosives and flammable substances**

The Hirer shall ensure that:

- a) Highly flammable substances and hirer's own candles are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the PCC. No decorations are to be put up near light fittings, candles or heaters.
- (c) No candles may be lit or used without the prior permission of the PCC.

### **15. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises. Heating is controlled by the PCC and is not **under any circumstances** to be altered.

### **16. Drunk and disorderly behaviour and supply of illegal drugs**

The Hirer shall ensure that in order to avoid disturbing neighbours and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave, or may be removed from, the premises. No illegal drugs may be brought onto the premises.

### **17. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs or hearing dogs are brought into the premises, other than for a special event agreed to by the PCC in writing in advance. No animals whatsoever are to enter the kitchen at any time.

### **18. Fly posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the PCC accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

### **19. Sale of goods**

The Hirer shall, if selling goods on the premises, comply with all relevant fair trading laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address, and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

### **20. Film shows**

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film and clips of film that they intend to use.

### **21. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and the PCC is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the PCC.

The PCC reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- a) the premises being required for use for a Church service
- b) in the event of the death of the Monarch or a senior member of the Royal Family (St Nicholas' may have to cancel or postpone a booked event as a mark of respect from the day of the death until the day after the funeral).
- c) the PCC reasonably considering that
  - i. such hiring will 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 this hiring
  - ii) the premises becoming unfit for the use intended by the Hirer
  - iii) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
  - iv.) contravention of the conditions set out in 30.2, below.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the PCC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

### **22. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. All external doors and windows shall be kept closed during performances of live or recorded music.

### **23. Stored equipment**

The PCC accepts no responsibility for any equipment or other property brought onto or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property must be removed at the end of each hiring, or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed, unless otherwise agreed in writing by the PCC.

The PCC may use its discretion following failure by the Hirer to remove any property brought on to the premises for the purposes of the hiring. This may result in the PCC disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

#### **24. No alterations**

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the PCC. The Hirer must remove all such articles at the end of each period of hire unless otherwise agreed with the PCC. Any unauthorised articles left on the premises will be disposed of by the PCC as it thinks fit. The Hirer will make good to the satisfaction of the PCC any damage caused by such installation and removal.

#### **25. Piano use**

Use or movement of the piano is strictly forbidden unless agreed in advance and any associated fees paid.

#### **26. No rights**

The Hire Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

#### **27. Dangerous and unsuitable performances**

Performances involving danger to the public, nudity, of a sexually explicit nature or containing bad language or any content contrary to the teaching of the Church, Canon F16 and the Bishop of Chichester's Directions thereunder (enclosed) shall not be permitted.

#### **28. Access**

The Vicar and Churchwardens, and other officers or employees of the church nominated by them from time to time, shall retain the right to access the church for essential church purposes at all times.

#### **29. 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 by the PCC) and any contents temporarily removed from their usual positions properly replaced by the end of the period of hire; otherwise the PCC shall be at liberty to make an additional charge at the full commercial rate per hour or part thereof.

#### **30. Safeguarding. Compliance with the Children Act 1989 and subsequent legislation, including work with vulnerable adults**

1. *General.* 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 subsequent legislation, and that only fit and proper persons who have passed the appropriate DBS checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall

provide the Church with a copy of their DBS Check and Child Protection Policy where necessary; and must sign and return a copy of the Church's safeguarding policy (attached) with a signed copy of these terms and conditions of hire.

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2. *Plays, Concerts, Exhibitions of Films and Pictures. Bishop's Directions.* A. No person who is known to be subject to a Relevant Penalty in respect of Relevant Conduct (as defined below) shall be permitted to undertake any of the following roles in respect of a concert play or exhibition in any church or chapel:

- i) Director;
- ii) Conductor;
- iii) Curator;
- iv) Soloist; or
- v) Actor in a leading role.

B. A Relevant Penalty means:

- i) An unspent criminal conviction (as defined by Rehabilitation of Offenders Act 1974); or
- ii) Included on a barred list under the Safeguarding Vulnerable Groups Act 2006; or
- iii) A sentence of deprivation or current prohibition under the Clergy Discipline Measure 2003 or the Ecclesiastical Jurisdiction Measure 1963; or
- iv) A current suspension under the Clergy Discipline Measure 2003 or the Safeguarding and Clergy Discipline Measure 2016.

Relevant Conduct means conduct related to abuse including any offence of a physical or sexual nature (or any other safeguarding matter or failure) of children or vulnerable adults or any offence under the Sexual Offences Act 2003.

Any question as to the applicability or interpretation of this direction is to be referred to the Diocesan Safeguarding Officer who shall, following consultation with the Diocesan Registrar, determine the matter.

Any person subject to the restrictions set out in paragraph A who considers that, as regards any specified role, concert, play or exhibition, he or she should not be so subject, may apply to the Diocesan Bishop in writing to request a dispensation from paragraph A of this direction.

The reasons for seeking that dispensation should be explained. Any such reasoned request shall be determined promptly.

C. All ministers or, as the case may be, Churchwardens or other persons empowered to permit the use of a church or chapel for plays, concerts or exhibitions shall, before granting such permissions, obtain from the applicant confirmation in writing that the applicant has read and understood these directions and that, to the best of the applicant's knowledge, the proposed play, concert or exhibition would not contravene these directions. If, following receipt of such written confirmation, it transpires that the

proposed play, concert or exhibition would contravene these directions, permission for that event shall be revoked. In such circumstances, no compensation shall be payable to the applicant and any deposit paid shall be forfeit.

*To be signed by the hirer:*

I, the hirer, have read and understood the directions at 30. 2 and, to the best of my knowledge, the proposed play, concert or exhibition would not contravene these directions.

Name of hirer.....

Signature.....

Date.....

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**AGREEMENT**

I have read, understood and agree to these terms and conditions of hire.

Name of hirer.....

Signature.....

Date.....