

# Hoe and Worthing Parish Hall

## Conditions of Hire

The hirer must comply with the written conditions for use that are supplied with the hiring agreement and also prominently displayed at The Premises.

The hiring is personal to The Hirer and The Premises shall not be sub-licensed in any way.

The Hirer must comply with all legal requirements that apply to the hire and is responsible for ensuring compliance by all people using The Premises during the period of hire.

Where appropriate The Hirer will provide The Church Council (PCC) with its Child Protection Policy Statement for approval before commencement of the hire. In the absence of an acceptable statement the use of The Premises by The Hirer will be subject of compliance with PCC's Child Protection Policy, a copy of which will be supplied.

The Hirer must not do anything during the course of the hire either in The Premises or its locality which would cause nuisance, annoyance, disturbance, damage or injury.

The Premises must not be used for the provision or consumption of alcohol, for betting, gaming or regulated entertainment unless the consent of the PCC, through its authorised representative, has been given in writing. Where any form of licence is required the hirer is responsible for obtaining it and producing it at the time of hire.

The PCC's no smoking policy must be complied with.

In the event of The Premises being rendered unfit for use the PCC shall be under no liability for any resulting loss or damage whatsoever.

If damage or injury is caused to any property or any person as a result of The Hirer hiring The Premises then The Hirer is responsible for (i) paying full compensation for the loss or injury and (ii) indemnifying the PCC against any claims arising.

The PCC has insured only against claims arising from its own negligence and also has public liability cover for non-profit (non-commercial) uses during the period of hire. There are some items that are not covered at all however (e.g. fireworks and inflatable devices) and the use of any equipment should therefore be disclosed and checked at the time of hire. Fireworks will not be permitted.

The Hirer, where the hire is for a commercial purpose, must insure that for the whole period of hire a policy of insurance is in force to cover all claims arising from the hire in respect of bodily injury, disease or damage to property. On reasonable demand by the authorised representative of the PCC a copy of the policy or summary of its terms must be made available by The Hirer.

The Hirer must not do or fail to do anything which could cause any part of the insurance policy for The Premises held by the PCC to become void, voidable or incur an additional premium.

This hiring agreement does not confer any benefit to any person who is not a party to it.

Any agreement by The Hirer not to do anything includes an obligation not to permit or tolerate that thing being done by another person.

All obligations under this agreement apply to each individual and all of the people together where The Hirer is a group or Organisation.