

# St Clement's Community Property Trust

## SCHEDULE 1 CONDITIONS OF HIRING CHARITY PREMISES (‘the Conditions’)

### Definitions

---

1. In these Conditions:
  - 1.1. **‘The Booking Application’** means the accepted booking application to hire the Hire Space.
  - 1.2. **‘The Booking Confirmation’** means the confirmation from the Charity that the Booking Application has been accepted.
  - 1.3. **‘The Building’** means the physical building owned by the Charity in which the Hire Space is located.
  - 1.4. **‘The Charity’** means St Clement's Community Property Trust (registered charity number 1200229).
  - 1.5. **‘The Hirer’** means the person making the Booking Application and any group/organisation for whom he/she is acting.
  - 1.6. **‘The Hire Charge’** means that charge for hiring the Hire Space as agreed and stated in the Booking Confirmation.
  - 1.7. **‘The Hire Period’** means the period for which the Hirer has applied to hire the Hire Space (including set up and clear away time), as stated in the Booking Application.
  - 1.8. **‘The Hire Space’** means the areas, spaces, facilities, equipment more particularly defined and agreed in the Booking Application and the access provision thereto.
  - 1.9. **‘House Rules’** means those particular rules that relate to the practicalities of hire as set out at Appendix 1 to the Conditions.
  - 1.10. **‘The Premises’** means the Building and Hire Space, taken together.

### Payment and Security Deposit

---

2. The Hirer shall make all payments to the Charity in the manner and on the due dates agreed in the Booking Confirmation and/or invoice and, unless otherwise agreed, in any event two weeks before the start of the Hire Period stated in the Booking Application.
3. The Charity will repay any Security Deposit agreed in the Booking Confirmation to the Hirer within 7 days of the last hire, less any deductions made by the Charity to cover any unpaid sums due under the hire and the actual or anticipated cost of remedying any damage or breach of the Conditions.

### Use of the Premises

---

4. The Hirer acknowledges that this hiring agreement confers permission to access and use the Premises only for the purpose and on the date(s), day(s) and times(s) agreed in the Booking Application, the benefit of which cannot be assigned to any third party, and further that no relationship of landlord and tenant between the Charity and the Hirer or any other rights of occupation are created.
5. The Hirer shall not sub-let or use the Premises for any unlawful purpose or in any unlawful way.
6. The Hirer shall be responsible for satisfying itself that the Hire Space (including the furniture, fixtures and fittings) is fit for its purpose.
7. The Hirer undertakes to comply with the following terms of use of the Premises:

- 7.1. There is a strict no betting or gaming policy (excluding the sale of tickets for raffles or tombolas).
- 7.2. There is a strict no smoking policy, including vaping, which applies to all parts of the Premises.
- 7.3. Under no circumstances shall the Hirer use or cause any items to be used on the Premises which involve a naked flame, such as candles or other items lit with a naked flame including incense and sparklers, save for the use of the gas cooker at the St Clement's Centre.
- 7.4. The sale or consumption of alcoholic beverages is strictly prohibited on any part of the Premises.
- 7.5. The Charity's Premises are located in a residential area. It is important that music and noise levels at the Premises are kept at an acceptable level, especially at night. The Charity reserves the right to reduce sound levels to an acceptable level should it be considered by the Booking Secretary or another representative of the Charity to be too loud. Under no circumstances must volume levels exceed 85db in the daytime and 75db in the evenings.
- 7.6. The Hirer shall be responsible for ensuring that all music shall cease at 10.00pm and attendees at evening events vacate the Building no later than 11.00pm, save at the discretion of the Charity's trustees.

### ***Access Times***

---

8. The Hirer shall enter the Premises for the purpose of the hire only at the times agreed in the Booking Application.
9. The Hirer acknowledges that the Hire Period stated in the Booking Application includes set up and clear away time and any time that the Hirer spends on the Premises in excess of the Hire Period may be subject to the full hourly rate.
10. The Hirer shall not arrange for any deliveries to be made for them at the Premises outside of the Hire Period without the prior arrangement and consent of the Charity's Booking Administrator. The Charity reserves the right to refuse such deliveries and any such deliveries made to the Premises with the prior consent of the Charity's Booking Administrator are made at the Hirer's own risk.

### ***Maximum number to be admitted***

---

11. The Hirer is responsible for ensuring that the maximum number of persons in the Hire Space at any one time does not exceed the number of persons stated to be present in the Booking Application.

### ***Security During the Hire Period***

---

12. The Hirer is responsible for maintaining the security of the Premises during the Hire Period and for ensuring that they only give access to the Premises to those with a legitimate connection with the Hirer.
13. The Hirer is responsible for ensuring that the Building is never left unlocked and unattended. In no circumstances shall the closing mechanism(s) of entrance(s) to the Building be interfered with in any way, including by being propped open or by being put on the latch or the door code deactivated.
14. Where keys or access codes are issued to the Hirer, the Hirer acknowledges that these remain the property of the Charity; are for the use of the nominated key holders only; are not to be copied or passed to any other person and, where an access code is provided to the Hirer, that it must remain confidential.
15. The Hirer is responsible for arranging the collection of any keys and their safe keeping whilst in the Hirer's possession.

16. The Hirer acknowledges that all persons using the Premises or bringing belongings onto the Premises do so entirely at their own risk.

### **Charity's Right of Entry**

---

17. The Charity reserves the right for its duly authorised members or officers or employees to enter the Premises during the Hire Period at any time.

### **Supervision**

---

18. The Hirer, or another authorised person of any group/organisation for whom he/she/it is acting, shall be present throughout the Hire Period to be responsible for the safe and efficient supervision of the Hire Space, including but not limited to:
  - 18.1. the effective control of all persons present;
  - 18.2. the responsibility and supervision of any children and/or vulnerable adults present; and
  - 18.3. the orderly and safe admission and departure of persons to and from the Building.

### **Rules and Regulations**

---

19. The Hirer is responsible for complying with all laws and regulations relating to their use of the Premises and for obtaining and paying for any consents, licences and permits required to lawfully use the Premises for the purpose agreed in the Booking Application unless otherwise agreed with the Charity.
20. The Hirer must not do or permit any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Premises or which would or might invalidate in whole or in part any insurance effected in respect of the Premises.
21. The Hirer acknowledges that pets and animals (except assistance animals) are not permitted on the Premises.
22. The Hirer must not bring onto the Premises any contaminative or hazardous substances, or anything of a combustible, inflammable or explosive nature.
23. The Hirer must also obtain any particular licences required for public or theatrical performances involving music, singing and dancing and, if copyright material is used or performed, the permission of the owner(s) of the copyright.
24. The Hirer undertakes not to infringe any copyright or other intellectual property right and shall undertake to indemnify the Charity against all proceedings, actions, claims and demands which may be taken or made against the Charity for any alleged infringement of any copyright or other intellectual property right.

### **Advertising**

---

25. The Hirer must not display any form of external advertising at the Premises (including posters, boards, signs, flags or other emblems or advertisements), except to the extent agreed in advance by the Charity, but may appropriately signpost their location on the door of the Hire Space during the Period of Hire.
26. The Charity reserves the right to remove any posters, boards, signs, flags or other emblems or advertisements.

### **Decorations**

---

27. The Hirer must ensure that no bolts, nails, screws, pins, spikes or other objects are driven into the fabric or furnishings of the Premises, that no adhesive products are used on the walls of the Premises and that no permanent marks of any kind are left on the Premises.

### ***Broadcasting and Film Rights***

---

28. The Hirer is not to grant broadcasting or filming rights without the prior consent of the Charity but cameras may be brought into and used inside the Premises for private (but not commercial) purposes.

### ***Safeguarding***

---

29. The Hirer shall comply with the the St Clement's Community Property Trust's Safeguarding Policy.
30. For all events involving children and/or vulnerable adults, the Hirer shall have a suitable safeguarding policy in place prior to the Hire Period, a copy of which must be provided to the Charity on request, and ensure that all relevant guidance and regulations are complied with.

### ***Fire Safety***

---

31. In the case of a fire emergency, the Hirer is responsible for ensuring the safe and orderly departure of all persons from the Premises.
32. The Hirer must abide by the Charity's evacuation and fire safety procedure attached at Appendix 3 to the Conditions and ensure that all those using the Premises are aware of these procedures.
33. No fire equipment shall be tampered with or removed from its place on the Premises, except in the case of a fire.
34. The use of smoke machines on the Premises is strictly prohibited.

### ***Health and Safety***

---

35. The Hirer must observe all relevant food health and hygiene legislation whilst using the Hire Space.
36. The Hirer is responsible for the provision of appropriate first aid to attendees on the Premises during the Hire Period.
37. Should any accident or incident occur at the Premises, after all the necessary immediate actions have been taken care of, the Hirer is responsible for logging the accident or incident in the Charity's accident book and notifying the Charity's management at the first opportunity by sending an email to the Charity's Booking Administrator with a description of the incident, action taken, any reference number related to the incident (emergency services, insurance etc.) and other relevant information.
38. The Hirer is responsible for all electrical appliances brought onto the Premises and must ensure that any electrical appliances connected directly or indirectly to the mains at the Premises are PAT tested and are used in a safe manner.

### ***Repair and Damage***

---

39. The Hirer is responsible for any loss, damage, accident, injury or expense which may be suffered by or be done to or happen to any person, arising out of the hire, or while persons are entering or leaving the Premises pursuant to the hire, howsoever and by whomsoever caused.
40. The Hirer must report to the Booking Administrator any damage, howsoever caused or arising from their use of the Premises, or any breach of the Conditions, whether directly or indirectly in any manner whatsoever within 24 hours of the said damage.
41. The Hirer shall indemnify the Charity from and against any loss, damage or theft of any property, or any other demands, actions, proceedings, losses, damages, costs, expenses, claims and liability from any person, howsoever caused or arising from their use of the Premises, or their breach of the Conditions, whether directly or indirectly in any manner whatsoever.

### ***Insurance***

---

42. The Hirer acknowledges that the Charity's public liability insurance does not extend to external hirers and that the Hirer is to have in force their own public liability insurance, and that the Charity reserves the right to insist that a copy is provided prior to the Hire Period.

#### ***Further exclusions of Liability***

---

43. The Charity is not liable for any loss due to any failure of supply of electricity or gas, leakage of water, fire, government restriction or Act of God, which may cause the Building to be temporarily closed or the hire to be interrupted or cancelled.

#### ***End of each Hire Period***

---

44. The Hirer must fully vacate the Premises by the end of the Hire Period stated in the Booking Application.
45. The Hirer must at the end of each Hire Period ensure that the Hire Space is left in a clean and orderly state. Failure to adequately clean the Hire Space and remove all rubbish arising from the hire may result in an additional charge for cleaning.
46. Except to the extent agreed in writing by the Charity, any property brought onto the Premises for any reason arising out of the hire session or otherwise, must be removed at the end of each hire. The Charity shall not be responsible for any property left behind in any event. The Charity reserves the right to relocate stored goods at any time and for any reason.
47. The Hirer must at the end of each Hire Period return any borrowed or hired items, equipment and furniture to their original location.
48. The Hirer must at the end of each hire session ensure that all lights and appliances are turned off and that the Building is left securely locked (which for the avoidance of doubt includes the shutting close and locking of all front and rear doors and windows to the Building) and that all persons in the Hirer's group have left the Building.
49. The Hirer must return any keys to the Building to the Booking Administrator within 48 hours of the end of the Hire Period.

#### ***Amendments to the Booking Application by the Charity***

---

50. The Charity reserves the right to make reasonable amendments to the terms of the Booking Application, in which case the Charity will provide the Hirer with as much notice as possible and, where relevant:
- 50.1. offer the Hirer an alternative Hire Space for the same or, where relevant, lower Hire Charge than the Hire Space booked and stated in the Booking Application;
- 50.2. offer the Hirer an alternative Hire Period for the same or, where applicable, lower Hire Charge than the Hire Period booked and as stated in the Booking Application; or
- 50.3. refund the whole of the Hire Charge to the Hirer.

#### ***Cancellation by the Charity***

---

51. The Charity reserves the right to cancel the hiring, without notice:
- 51.1. for any breach of the Conditions by the Hirer either before or during the Hire Period, in which case the Charity will be entitled to retain the whole of the Hire Charge; or
- 51.2. for any other reason, in which case the whole of the Hire Charge will be refunded to the Hirer.

#### ***Cancellation by the Hirer***

---

52. The Hirer can cancel the hiring:

- 52.1. for any reason by giving two weeks' notice to the Charity, in which case the whole of the Hire Charge will be refunded to the Hirer; or
- 52.2. by giving less than two weeks' notice to the Charity, in which case the Charity shall be entitled to retain the whole of the Hire Charge.

### ***Complaints***

---

53. Any complaint arising out of the hiring must be made in writing to the Charity by contacting the Charity's Booking Administrator within 3 days after expiration or termination of the Hire Period.

### ***Data Protection***

---

54. The Charity will comply with all relevant provisions of the General Data Protection Regulations and any related UK legislation and will only collect, use, store and transfer personal data about the Hirer in accordance with this legislation.

## Appendix 1 House Rules

1. These House Rules are supplementary to the Conditions as set out in clause 1.9 of the Conditions.
2. The First Aid box for the St Clement's Centre is located in the front foyer area.
3. The Accident Log Book for the St Clement's Centre is located in the front foyer area.
4. If the kitchen area is used, the Hirer can use the mugs, crockery and other utensils available. All items are to be cleaned and returned to the appropriate place. Consideration needs to be given to other Hirers who may be using the kitchen at the same time. No food should be left in the Hire Space (including the kitchen) after the event.
5. All waste should be disposed of in the appropriate bins: including food waste; recycling and general waste. If any of the bins are full after the event, then these are to be emptied into the main outside bins.
6. Car parking at the St Clement's Centre is not included in the hire. Spaces at the St Clement's Centre are subject to availability on the day.
7. Any lost property found on the Premises will be retained for a period of two weeks and if not claimed by this time, will be disposed of.
8. The Hirer must comply with and complete the exit procedures set out at Appendix 3 before vacating the Premises.

## Appendix 2 Fire Safety or other Emergency

At the start of the event, ensure that the fire exit routes remain clear and that the attendees know what to do in the unlikely event of a fire, including where the nearest fire exit is and where the fire assembly point is.

- Any person discovering a fire: set off the fire alarm. The fire alarm points at the St Clement's Centre are located: in the upstairs corridor next to the Parish Office, by the back door and in the foyer by the fire doors.
- When the alarm sounds everybody is to leave the building in an orderly fashion by the nearest exit. Please follow green fire exit signs.
- Dial 999 to contact the Fire and Rescue Service
- Congregate at Fire Assembly Point. For St Clement's Centre this is located by the garages in the Centre car park.
- Do not re-enter the Building until the Fire and Rescue Service has said it is safe to return.

## Appendix 3 Exit Procedure

### Cleaning, furniture and appliances

---

Cleaning materials for the St Clement's Centre are available in the cupboard next to the "Accessible Toilet" and for the Mish in the cupboard in the back room (the key is in the kitchen area).

- Sweep/vacuum floors (mop up spillages) and wipe tables and surfaces clean.
- Return all equipment and furniture to their original positions.
- If radiators have been turned off/on during the hire, these are to be turned back on/off before leaving.
- If any appliances have been used, these are to be turned off and in the case of computer and gaming equipment, to be closed down correctly.
- Check cloakroom taps are turned off and toilets flushed.

### Kitchen areas

---

- Wipe down all surfaces and ensure that cookers and sink areas are clean and free from food.
- All crockery and other utensils to be washed, dried and put away
- All food and beverages to be taken away at the end of the session.

### Security

---

- Ensure that all external doors are securely locked.
- Ensure that all internal fire doors are closed.
- Ensure that curtains and blinds are open and windows closed, including toilet windows.

.....  
**PLEASE ENSURE ALL RESPONSIBLE GROUP MEMBERS  
ARE AWARE OF THESE SHEETS**  
.....  
.....  
.....  
.....