



Hall Hire Agreement

This agreement is made between the **Vicar and Churchwardens of the Parish of St Luke with St James** and the hiring individual and/or organisation detailed below and allows access on the dates and times detailed in this agreement to the Church Hall, St Luke's Church, Route du Fort, St Saviour, Jersey, JE2 7PA.

The Hirer of the Church Hall agrees to the definitions, terms and conditions of hire as set out in this document.

The Vicar and Churchwardens of the Parish of St Luke with St James agrees to permit:

Hirer name	
Date of hire	DD / MM / YYYY
Club	If applicable
Contact number	
Contact email	
Hire Period	4 hours standard session
Session/s (circle)	[0830 - 1230] [1300 - 1700] [1730 - 2130]
Hiring Fee	£80 / Timeslot. To be paid no later than 1 week before the date of hire
Deposit	£100 refundable deposit paid by cash, cheque or bank transfer.
Deposit Refund	Sort Code: [][]-[][]-[][] Account Number: [][][][][][][][][][]

Cheque made payable to: **St Luke's Church**

Online transfer to: **St Luke's Church, Lloyds Bank St Helier, 30-94-61 05027901**

Card Payment Available: **Please call the office on 01534 733957 between 9:00 and 13:00. Card payments will be charged a fee of 1.95%**

This agreement is granted on the terms and conditions

Signed for and on behalf of the **Vicar and Churchwardens of the Parish of St Luke with St James:**

Church Warden / Church Manager (Sign)	
Date	
Hirer signature	
Date	

The Data Protection (Jersey) Law 2018 and the GDPR: *(please tick as appropriate)*

I consent to St Luke's Church Jersey holding my personal data in electronic and physical form for the purposes of contacting me with regard to hiring the church hall.

I further consent to my personal data being used should it be necessary to contact me in an emergency.

Please carefully read the Obligations of Hirer information and the GDPR consents then sign and return this form along with any deposit to: **The Church Manager, St Luke's Church, La Route du Fort, St Saviour, Jersey. JE2 7PA**

Obligations of Hirer

1.0 Payments

The Hirer agrees to pay St Luke's Church

1.1 Refundable Deposit. The Hirer shall pay the Deposit to St Luke's Church at the signing of this agreement. The deposit will be returned upon inspection of the hall. Cleaning will be charged at £18 per hour. Damage/ breakages will be charged at cost and taken from the deposit.

1.2 Settlement. The hire fees as stated on the attached invoice.

1.3 Recharges. All sums incurred by the Vicar and Churchwardens of St Luke's Church in remedying any damage (other than those paid in accordance with clause 2.2) caused to the Church/Room/Hall during the Hire Period by the Hirer.

2.0 Physical Condition

2.1 Damage. The Hirer shall ensure that the Church/Room/Hall is not damaged or defaced during the Hire period and must immediately after the Hire Period report to the Churchwardens/Administrator any damage caused during the Hire Period to the Church/Room/Hall or any part of it

2.2 Repair. The Hirer shall pay St Luke's Church the cost of any repair of any damage done to any part of the Church/Room/Hall during the Hire Period.

2.3 Use of the Church/Room/Hall. The Hirer shall not use the Church/Room/Hall other than for the use allowed or allow the Church/Room/Hall to be used for any unlawful purpose or in any unlawful way or do anything or bring into the Church/Room/Hall anything which may endanger any persons or property or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

2.4 Benefit. The benefit of this Agreement is personal to the Hirer and may not be passed to a third party.

2.5 Supervision. The Hirer agrees that the Vicar and Churchwardens of St Luke's Church may be present during the Hire Period. The hirer will, during the Hire Period, be responsible for the supervision of the Church/Room/Hall, the fabric and the contents; their care, safety from damage however slight; or change of any sort and the behaviour of all persons using the Church/Room/Hall whatever their capacity; including proper supervision of car parking arrangements so as to avoid obstruction.

2.6 Licensing. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays

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

3.0 Safety

3.1 The Hirer shall ensure that any electrical appliances brought by him to the Church/Room/Hall and used there shall be safe and in good working order, and used in a safe manner with a residual current device and show evidence of having been tested annually.

3.1.1 Heating and other systems. No unauthorised heating appliances shall be used in the Church/Room/Hall. Church heating systems, lighting and sound systems shall only be operated by authorised representatives of the church.

3.2 Indemnity. The Hirer shall indemnify St Luke's Church for the cost of repair of any damage done to any part of the Church/Room/Hall including the curtilage thereof or the contents of the buildings which may occur before, during and after the Hire Period as a result of the hiring.

3.3 Insurance. The Hirer shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Church/Room/Hall.

3.3.1. St Luke's Church shall ensure that it has the appropriate level of insurance necessary as a result of this Agreement.

3.5 Accidents and Dangerous Occurrences. The Hirer must report all accidents involving injury to the public to the Churchwardens or Administrator as soon as possible. Any failure of equipment (either belonging to St Luke's 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 one of the accident books located in the Kitchen, Hall and Sacristy of the Church. Anyone completing an accident book must also inform the Administrator at St Luke's Church that they have done so.

3.6 Animals. The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Church/Room/Hall, other than for a special event agreed to by the Vicar and Churchwardens and no animals whatsoever are to enter the kitchen area at any time.

3.7 Means of Escape. All means of exit from the Church/Room/Hall must be kept free from obstruction and immediately available for instant free public exit.

3.7.1 The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the Church/Room/Hall is occupied.

3.8 Outbreaks of Fire. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Administrator of St Luke's Church.

3.8.1 Highly flammable substances shall not be brought into, or used in any portion of the Church/Room/Hall.

3.8.2 No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Churchwardens and Officers of St Luke's Church.

3.9 Capacity. The number of people in the Church/Room/Hall shall not exceed for dancing, or seated the number permitted under the entertainment or premises licence granted in respect of the premises, hereinafter called "The Licence". A number is available on request.

4.0 Children, young persons and vulnerable adults

4.1 Safeguarding. These safeguarding requirements (detailed below) must be adhered to by any User using the premises for the delivery of activities to children, young people (up to the age of 18) or vulnerable adults. It will also apply to the delivery of activities to adults during times where children will be, or are likely to be, present on the premises.

4.2 Safer Recruitment. Users must ensure that all appropriate measures are taken to ensure the safety of supervising adults who are likely to be perceived by children, young people or vulnerable adults as safe and trustworthy. Advice can be sought from the Church office as to how groups can access DBS checks. All adult supervisors should be DBS checked within the last two years. All adults supervising children must be trained in child protection at the appropriate level

4.3 Safe Practice. It is expected that there will be appropriate levels of staffing to ensure safe supervision. Users must ensure safe

working practice in order to protect children, young people or vulnerable adults.

4.4 Data Protection. Users using Church premises should be aware of their responsibilities under the Data Protection (Jersey) Law 2005. This means that if information is stored or processed about individuals Users must register with the Information Commissioner and ensure that data is processed in accordance with the law. Whilst some charities and not for profit organisations are exempt from notifying with the Information Commissioner, all organisations must comply with the data protection principles.

4.5 E-Safety. Users using church premises must ensure that adult supervisors are aware that any inappropriate conduct is unacceptable. Incidents and activities that could compromise E-Safety include: receiving, creating and/or sending offensive or sexually explicit content; capturing images for the purpose of ridicule, bullying, exploitation or grooming; accessing websites that contain unacceptable material; uploading children's data via web based application (e.g. Facebook / DropBox); Inappropriate electronic contact between supervisors and children, young people or vulnerable adults.

4.6 Photography and Images. To protect children, young people or vulnerable adults, Users must: Seek the consent of both parents and children, young people or vulnerable adults for photographs to be taken or published (for e.g. on a website); ensure children, young people or vulnerable adults are appropriately dressed; encourage children, young people or vulnerable adults to tell Users if they are worried about any photos that are taken of them.

5.0 Hiring policies and cancellation

5.1 Sale of Goods. The Hirer shall, if selling goods in the Church/Room/Hall comply with fair trading laws and any code of practice used in connection with such sales.

5.2 Hirer's booking cancellation. If the Hirer wishes to cancel the booking before the Hire Period, the repayment of the Hiring Fee shall be at the discretion of the Vicar and Churchwardens of the Parish of St Luke with St James.

5.3 Refusal of Booking. The Vicar and Churchwardens of the Parish of St Luke with St James reserve an absolute right to refuse a booking.

5.3.1 The Vicar and Churchwardens of the Parish of St Luke with St James also reserve an absolute right to cancel this Hiring Agreement at any time either before upon giving 7 days' notice in writing to the Hirer or during the Hire Period itself.

5.4 Approval of Use Allowed. Prior to this Agreement being entered into the Hirer shall apply in writing to the Vicar, Churchwardens or Administrator of the parish of St Luke with St James informing them of exactly the purpose of Hire of the Church/Hall/ Meeting room.

5.4.1 The Vicar and Churchwardens of the Parish of St Luke with St James reserve the right to refuse a proposed booking if the proposed Use Allowed would be contrary to the beliefs of the Church of England or would be unsuitable as determined (in their absolute discretion).

5.4.2 If it comes to the attention of the Vicar and Churchwardens of the Parish of St Luke with St James' attention during the Hiring Period that the Use Allowed is contrary to the beliefs of the Church of England or otherwise unsuitable as determined in clause 2.3 then the Vicar and Churchwardens of the Parish of St Luke with St James may bring a hiring period to an end immediately.

5.5 End of Hire. The Hirer shall be responsible for leaving the Church/Room/Hall and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions

properly replaced, otherwise the Vicar and Churchwardens of the Parish of St Luke with St James shall be at liberty to make an additional charge.

5.6 Noise. The Hirer shall ensure that the minimum of noise is made on arrival and departure.

5.7 Session Time. Parties that exceed their session times otherwise the Vicar and Churchwardens of the Parish of St Luke with St James shall be at liberty to make an additional charge.

6.0 Warranty of Suitability

6.1 Responsibility. The Hirer, being a person over 18 years of age, hereby accepts responsibility for being in charge of and at the Church/Room/Hall at all times relating to the management and supervision of the Church/Room/Hall are met.

6.1.1 The Hirer acknowledges that she/he has received instruction in the following matters:

6.1.1.1 The location and use of fire equipment.

6.1.1.2 Escape routes and the need to keep them clear.

6.1.1.3 Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

6.1.1.4 That all escape routes are free of obstruction and can be safely used.

6.1.1.5 That there are no obvious fire hazards at the Church/Room/Hall.

6.2 Supervision. There shall, in addition to the Hirer, be a minimum of 2 competent attendants on duty at the Church/Room/Hall to assist people entering and leaving, none of who shall be less than 18 years of age. If most of the users are under 16, the number of attendants shall be not less than 4.

6.2.1 All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the firefighting equipment available, how to call the fire brigade and evacuation procedure.