

ST. MICHAEL AND ALL ANGELS CHURCH CENTRE, COLEHILL

CONDITIONS OF LICENCE

ORDINARY CONDITIONS OF GENERAL HIRE

1. DEFINITIONS

- 1.1 The "Premises" are St. Michael's Church Centre, Colehill Lane, Colehill, Wimborne, Dorset BH21 7AN
- 1.2 The "Licensor" shall be the Parochial Church Council ("PCC") of St. Michael and All Angels Church, Colehill
- 1.3 The "Licensee" shall be the person making application for use and shall state the name of the group/organisation/person on behalf of whom the application is made and the purpose/use to which the Premises will be applied.
- 1.4 The Licensee will be responsible for the payment of all expenses and other sums due in respect of the use of the Centre and for the observance of the Conditions herein. The Licensee warrants authority on behalf of the group/organisation/person seeking the Premises.
- 1.5 The "Authorised Use" shall be of the Main Hall and/or the Alec Moore Room and/or the external or internal facilities date start time and end time and the purpose which has been agreed between the Licensor and the Licensee and in the case of multiple bookings the Use shall refer to each individual booking.
- 1.6 "User" is anyone including the Licensee who is authorised and present during the Use of the Premises

2. RESTRICTION

- 2.1 The Licensee shall not grant to any other person any Licence to Enter and Occupy the Premises unless designated earlier. Any benefit is personal to the Licensee.

3. INSURANCE

- 3.1 The Licensee is required to effect and maintain throughout the Licence Period a policy of insurance against loss damage or injury to persons or property of any person arising out of or in connection with this Licence in the sum of not less than Five Million Pounds (£5,000,000.00) (which may by notice in writing to the Licensee be increased at the discretion of the Licensor) in respect of any one incident unlimited in total which policy shall
 - a) Be effected in some insurance office with underwriters to be approved by the Licensor.

- b) To be in a form to be approved by the Licensor and incorporating an "Indemnity to Principals" Clause and shall
- c) At the request in writing of the Licensor during the Term to produce from the policy Certificate of Insurance by the Licensee to the Licensor together with the receipt for the latest premium. *See 'Additional Legal Requirements' form.*

4. INDEMNITY

- 4.1 The Licensee shall indemnify and keep indemnified the Licensor from and against all actions claims costs charges and payments which may be brought or made against or incurred by the Licensor in respect of any loss damage or injury to person or property occasioned by any breach of the Licensee's undertakings contained in this Agreement or otherwise in the course of occupation by the Licensee of the Premises.
- 4.2 The Licensor shall not be liable for the death of or injury to or for damage to any property of or for any losses claims demands actions proceedings damages, costs or expenses or other liability incurred by the Licensee or any person upon the Premises.

5. PAYMENTS

- 5.1 All Licence fees are payable on demand. The Licensor reserves the right to prohibit access to the Licensee in circumstances where the Licensee is unable to produce evidence of having paid these charges.

6. DEPOSITS AGAINST DAMAGE

- 6.1 The Licensor reserves the right to require a deposit to be made against any improper conduct of the Licensee and to retain such amount from such deposit as may be necessary at its absolute discretion to rectify any damage caused by the Licensee or by any other person during the course of the use.
- 6.2 The Licensee shall be responsible for any additional cost of putting right any damage wilfully or negligently committed during the Use where the cost of putting right such damage exceeds any deposit provided.
- 6.3 Proper conduct includes but is not limited to leaving the Premises in good order and ensuring departure from the Premises by the end of the agreed Use period. The Premises should be returned in a good clean and tidy condition.

7. NOTICES AND POST

- 7.1. No notices shall be affixed to the Premises either inside or outside advertising any event without the permission of the Licensor
- 7.2. The Licensee shall not arrange for post to be delivered to the Church Centre and the Licensor accepts no responsibility for any mail delivered to the Church Centre on behalf of the Licensee.

8. COPYRIGHT OF PERFORMING RIGHTS
 - 8.1. If music is performed either pre-recorded or live then the Licensee shall ensure that the requirements of the Copyright Laws and Performing Rights are fulfilled.
9. SALE OF INTOXICATING LIQUOR
 - 9.1 Sale of intoxicating liquor during the use is not permitted.
10. CANCELLATION OF BOOKING BY LICENSEE
 - 10.1 If the Licensee wishes to cancel the booking and gives notice of cancellation more than one calendar month before the date of the event then no cancellation fee shall be made and any payments and deposits made will be returned in full
 - 10.2 If the Licensee wishes to cancel the booking and gives notice of cancellation less than one calendar month before the date of the event then the payment or repayment of the fee or deposit shall be at the discretion of the Licensor
11. CANCELLATION OF BOOKINGS BY LICENSOR
 - 11.1 In the event of the Premises or any part thereof being rendered unfit or unavailable for the use for which it has been intended the Licensor shall not be liable to the Licensee for any resultant loss or damage whatsoever arising from the cancellation of the booking.
 - 11.2 In the event of the Premises being required by a National or Local Authority any existing use will be cancelled and the Licensor shall not be liable to the Licensee for any resultant loss or damage whatsoever arising from the cancellation of the booking. The Licensor will make every endeavour to provide an alternative day and/or time to the Licensee. Any payments made will be refunded to the Licensee.
 - 11.3 The Licensor may cancel without notice any regular use where in the opinion of the Licensor the Licensee fails after appropriate warnings to comply with the Conditions herein.
12. REFUSAL OF APPLICATION TO HIRE
 - 12.1. The Licensor reserves the right to refuse any application without giving any reason. The Licensor also reserves the right to cancel any agreement which in the opinion of the Licensor may bring the Church into disrepute.

13. CAPACITY OF THE CENTRE

Main Hall	Concert Seating	100
	Seated Meals	80-96 depending on configuration
Alec Moore Room	Seated	24
	Meals	20

13.1 The capacity of the Premises is within the capacity determined by the relevant Fire Authority.

13.2 The capacity of the Premises is dependent upon the nature and purpose of the Use and will be set out in the booking form. Under no circumstances shall this number be exceeded.

14 USE TIMES

14.1 The booking confirmation states the start and finish time of the Use. The start time is the time when the Licensee may enter the Premises and the finish time is the time by which the Licensee must have vacated the Premises.

14.2 The overall times for the Licensee therefore includes any set up and clear up time at the start and end of the Use.

14.3 Failure on the part of the Licensee to comply with this condition may result in the immediate cancellation of any future bookings. No liability for loss or damage shall attach to the Licensor in the event of such cancellation.

15. INDIVIDUAL USE

15.1 Users shall not make use of rooms other than those that are part of the agreed Use.

15.2 Users may make use of the Kitchen for the purpose of providing refreshments and are responsible for leaving the area clean and ready for Use to include compliance with the operating instructions for the dish washer and any other equipment used.

15.3 Unless agreed prior to the use, the Licensee shall not make use of any crockery cutlery or other utensils in the Kitchen Store Room.

15.4 Users should not make any alteration to the thermostats that control the overall heating system. Failure to comply may result in a surcharge being applied to the Licensee.

15.5 Users may adjust if necessary the thermostats on individual radiators but these must be reset at the end of the Use. Users should exercise common sense in making such adjustments so that radiators are not on when windows are open at the same time.

- 15.6 Users are not to use the Premises in such a way as to cause any nuisance damage disturbance annoyance inconvenience or interference to the Premises or to any adjoining or neighbouring property of or to the owners occupiers or users of such adjoining or neighbouring property.
- 15.7 Users are not to do any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Premises or which would or might make faulty defective ineffective or invalidate in whole or in part any insurance effected in respect of the Premises.
- 15.8 Users are not to display any sign poster or any form of advertisement upon the Premises save that with the prior approval in writing of the Licensor. The Licensee may display upon a suitable part of the Premises a temporary sign indicating its presence upon a suitable part of the Premises during each period of Authorised Use PROVIDED always that the style and dimensions of any such sign shall first be approved in writing by the Licensor.

16. CAR PARKING

- 16.1 The use of the whole or any part of the Premises shall not imply any right to the use of the car parking area.
- 16.2 Access to the car park may be restricted or refused at the discretion of the Licensor
- 16.3 Cars should be parked in an orderly fashion having regard to the other Users of the Premises.
- 16.4 All vehicles are parked at their owner's risk and the Licensor accepts no liability for any loss or damage caused to the vehicles.

17. HEALTH AND PUBLIC SAFETY

- 17.1 The Licensee is reminded that they are responsible for any accident or injury arising out of the activity for which they have booked the Premises. It is the responsibility of the Licensee to ensure that the Premises are safe for the purpose for which they intend to use them
- 17.2 The Licensee is required to complete details of any accident or incident occurring during their occupation of the Premises which did or could give rise to injury as soon as possible after the accident or incident but in any case before the Premises are vacated by the Licensee after the event. This should be completed via use of an Accident Form obtainable via the Church website, as emailed as part of the Supporting Documents of Hire or via the Bookings Notice Board. *See: RIDDOR www.hse.gov.uk/riddor/*
- 17.3 An Accident Record Book is provided within every first aid box on the Premises and must be completed each time the first aid kits are accessed. The Licensor must be notified of any action taken via completion of an authorised accident form and before the Premises is vacated by the Licensee after the event. The Accident Form is obtainable via the Church website, as emailed as part of the Supporting Documents of

Hire or via the Bookings Notice Board. *See: Health & Safety(First Aid) Regulations www.hse.gov.uk/firstaid/*

- 17.4 The Licensee shall be responsible for seeing that the designated capacity is not exceeded and for keeping all gangways passages and exits clear and for compliance with The Fire Safety Order, Fire Protection (Workplace) Regulations. *See: www.hse.gov.uk/event-safety/fire-safety.htm*
- 17.5 The Licensee shall be responsible for providing adequate supervision to maintain order and good conduct.
- 17.6 The Licensee shall take note of the Fire Acton Posters. In particular the Licensee shall ensure that all Fire Doors shall remain closed during the Hiring. *See: The Fire Safety Order, Fire Protection (Workplace) Regulations www.hse.gov.uk/event-safety/fire-safety.htm*
- 17.7 The Licensee shall be responsible for the safe condition and use of all equipment brought into or onto the Premises. *See: PUWER www.hse.gov.uk/work-equipment-machinery/power.htm*
- 17.8 The Licensee shall ensure that all portable electrical equipment brought into the Premises shall have a current Portable Appliance Test ("PAT") certificate and comply with current Electricity at Work Regulations. *See: www.hse.gov.uk/electricity/*
- 17.9 Electrical extension cables are permitted but must comply with current Electricity at Work Regulations and, if appropriate, they must carry a current PAT Certificate. *See: www.hse.gov.uk/electricity/faq-portable-appliance-testing.htm*
- 17.10 Users may only use cleaning materials, including washing up liquid and similar products, provided by the Centre. Any other chemical products associated to the Licensee's Use must have been authorised by the Licensor and a COSHH Risk Assessment Sheet presented with an accompanying Material Safety Data Sheet (MSDS) *See: COSHH www.hse.gov.uk/coshh/*
- 17.11 Users, whose activities include using needle pins or any similar sharp object must use the floor magnet (kept in the electrical store cupboard, key is hanging in the far kitchen cabinet), in addition to brooms, to ensure that all such objects are removed at the end of each period of hire The Licensor must be notified prior to the Period of License of any such activities being part of the Use.
- 17.12 The Licensee undertakes to comply with the actions identified in the Church Centre Risk Assessment, of which a copy is available on the Church Website or via request.
- 17.13 In the event of an emergency, dangerous occurrence or serious incident the User must notify the Licensor (St Michael and All Angels Church) immediately on 01202 883721 (Vicar – Suzanne Pattle) OR 01202 842261 (Lindsay Wood – Churchwarden) OR 01202 880455 (Marjorie Shaw – Churchwarden).

18. PROTECTION OF THE PREMISES AND MOVEABLE PROPERTY

- 18.1 Furniture is to be replaced as found at the commencement of use unless agreed with the Licensor.

- 18.2 Furniture and fittings shall not be interfered with in any way
- 18.3 No furniture shall be brought into or onto the Premises without the permission of the Licensor
- 18.4 No fittings or decorations of any kind necessitating the driving of nails or screws into fixtures forming part of the building fabric are permitted.
- 18.5 No adhesive material or fixing of any kind shall be used on the walls except on the wooden battens provided.
- 18.6 Any damage or breakage shall be reported to the Licensor at the end of the use or as soon as possible thereafter.

19. SMOKING AND FOOTWARE

- 19.1 Smoking is not permitted in any part of the Premises in accordance with current UK law or on any part of the Premises grounds in accordance with safeguarding children.
- 19.2 No smoke generating machines candles or any other equipment similar equipment are to be used within the Centre. The smoke detectors are very sensitive and smoking will lead to a false alarm.
- 19.3 No stiletto heels are to be worn on the Premises. The Licensee is responsible for advising their guests of this requirement prior to the Use.

20. ANIMALS

- 20.1 No animals shall be permitted in the Premises other than assistance dogs. The Licensee shall be responsible for any loss or damage caused by such animals.

21. CHILD AND VULNERABLE ADULT PROTECTION PROCEDURES

- 21.1 The Parochial Church Council ("PCC") of St. Michael and All Angels Church is committed to the safety and well-being of all who use the Premises.
- 21.2 In the use of the Premises the Licensee makes themselves responsible for ensuring the safety of any and all children or vulnerable people that use the Premises during the Use and the Licensee agrees to take proper steps to prevent the occurrence of any injury loss damage or harm to children or other vulnerable people in the course of the Use.
- 21.3 The PCC has agreed policies for Child Protection and for the protection of Vulnerable Adults and these are available for inspection in the Parish Office or on the Church Website or on the Safeguarding Notice Board in the Centre.

21.4 The Licensee confirms that it will comply with its own Child Protection and Vulnerable Adult policy and procedure or the guidance notes as issued from time to time by the Licensor. . *See: Additional Legal Requirements' form.*

22. VACATION OF PREMISES

22.1 All music and/or entertainment must cease by 10.00pm. The Premises must be vacated by 10.30pm.

22.2 The Licensee shall be responsible for ensuring that the Premises are left in as clean and tidy a condition as at the commence of the Use.

22.3 All rubbish must be taken away from the Premises. Failure to do so may result in the Licensee being liable for a surcharge.

22.4 The Licensee shall ensure that all visitors to the Premises leave in a quiet manner and that noisy farewells should not be conducted outside the Premises.

22.5 The Licensor reserves the right to terminate or cancel a booking if nuisance is caused and no loss or damage shall be attached to the Licensor in the event of such cancellation.

23. SECURITY

23.1 At the end of the Use the Licensee shall be responsible for leaving the Premises properly locked in accordance with instructions given by the Licensor. The Licensee shall be responsible for any loss or damage arising from the failure to comply with this instruction.

24. CONTRACTS (Rights of Third Parties) Act 1999

The Provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Licence.

The Licensee hereby acknowledges that it has read and agrees to the aforementioned Conditions in accordance with any Use of the Church Centre from time to time and in the case of multiple bookings the Use shall refer to each individual booking.

Signed..... Dated.....

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Print Name

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Organisation (if applicable)