



Terms and Conditions of Hire

Hampden Park and the Hydneye Parish, Eastbourne

The person signing a hall agreement agrees to the following conditions of hire:

1. The Hirer agrees to pay the agreed hourly rate per hour (or pro rata) for the period the hall has been used (which includes setting up and clearing and cleaning the hall at the end). The hourly rate is subject to a yearly review in January and any change, following notification, implemented the following April.
2. The Hirer, for a single event booking, shall pay the balance of fees due before the commencement of the booking on the date of hire.
3. The Hirer, for regular bookings will be invoiced monthly / quarterly for their usage, payable within 30 days of issue.
4. If The Hirer wishes to cancel the booking and the PCC is unable to arrange a replacement booking, the PCC may at its absolute discretion refund the fees but shall be under no obligation to do so. In the event of the PCC cancelling the booking, fees paid by the Hirer shall be refunded. If the period of hire extends beyond the agreed time the additional time will be charged and an invoice sent to The Hirer.
5. All bookings/events must finish by 11pm, in consideration of our neighbours, and does NOT include the use of the grounds (except for access & parking) unless specifically agreed at the time of booking.
6. The Hirer agrees to take all reasonable steps to ensure the safety and security of those who attend any function or event. The Hirer shall during the period of hiring, be responsible for supervision and security of the premises, protection of the fabric and contents from damage, and the behaviour of all persons using the premises, including proper supervision of car parking arrangements to avoid obstruction of the highway.
7. The Hirer agrees that they will have in place and available for inspection if requested all necessary licenses and insurances to cover their event (the PCC's insurance policy does not cover those who hire the PCC's premises for public liability¹). If intending to provide a **'bouncy castle' or undertake other similar physical activity** then evidence of liability insurance cover by the hirer/supplier **WILL** be required before the event.
8. The Hall Hirer must complete a risk assessment prior to the event taking place and ensure that it is followed on the day, this may be requested to be seen by the PCC. The PCC's risk assessments can be found on our website and must be read in advance of the booking commencing.
<https://www.beneficeofhampdenpark.co.uk/hall-bookings>
9. The Hirer shall be responsible for the observance of all regulations affecting the premises imposed by the Licensing Justices, the Fire Authority, the Local Authority or other Statutory Authorities. Alcohol may not be sold on the premises. The hirer must ask permission from the PCC in advance to apply for a Temporary Events Notice from the council.
10. The Hirer shall not sub-let or use the premises for any unlawful purpose or in any unlawful way or do anything or bring onto the premises anything which may endanger the premises, their users, or any insurance policies relating thereto.

¹ Public liability insurance: The public liability (third party) insurance under Ecclesiastical Insurance's policy provides an indemnity to the PCC as property owners if held legally liable for accidental bodily injury to members of the public, or accidental damage to their property while the premises are being used. **This insurance, however, doesn't extend to indemnify any outside groups hiring the premises.**

11. **The Hirer agrees to remove all decorations and rubbish from inside the hall (including the toilets, and kitchen) and to remove all rubbish from the site (no rubbish bags, bottles, boxes or other waste should be left in the hall or outside the door or within the perimeter or placed in church bins) following the period of hire. The Hirer will be charged and sent an invoice for any clean-up of waste left behind.**
12. **The Hirer shall indemnify the PCC in respect of the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the building during, as a result of a booking, and in respect of any liability to third parties or otherwise arising out of the use of the premises pursuant to the booking.**
13. The Hirer accepts that there is no facility for storing any of their possessions in the Hall unless agreed to by the PCC. If any goods or possessions belonging to the Hirer are for whatever reason left in the Hall the Hirer accepts that the PCC has no liability for any loss or damage to those goods or possessions. Any items or goods left on the premises will be held for fourteen days before being disposed of.
14. The Hirer shall, if selling goods on the premises, comply with all relevant fair-trading laws and any local code of practice issued in connection with such sales.
15. The Hirer acknowledges that no tenancy is intended to be created between the PCC and the Hirer and no relationship of landlord and tenant exists between them.
16. The Hirer is reminded that they are responsible for any accident or injury arising out of the activity for which they have hired the premises. It is the responsibility of the hirer to ensure that the premises are safe for the purpose for which they intend to use them. The Hirer is responsible for the safety and maintenance of any equipment that they bring into the hall for use at their booking.
17. The Hirer must, in the event of an accident, complete the accident book located in the hall kitchen and notify the PCC representative.
18. **The Hirer has received a copy of / or has read a copy online and shall abide by the Safeguarding Policy in place in the Parish of Hampden Park and the Hydneye** and that all concerns relating to abuse of vulnerable groups will be reported to a relevant statutory authority immediately.

Information posters regarding safeguarding can be found in the hall and on our website.
<https://www.beneficeofhampdenpark.co.uk/safeguarding-policy>

19. The Hirer shall ensure that the hall is not used for any religious service or observation other than services that are in accord with the Canons and Creeds of the Church of England and only then with the specific agreement of the Priest in Charge of Hampden Park and the Hydneye Parish.
20. No activities may be undertaken in the hall which are contrary to the Christian Faith as understood by the Church of England.² This includes but is not limited to: Tarot Reading, Mediumship, Spiritualism, or any other Occult Practices.
21. All Data shared on the agreement form will be handled according to the PCC privacy policy. This can be read at <https://www.beneficeofhampdenpark.co.uk/privacy-policy>

² <https://www.churchofengland.org/sites/default/files/2018-07/Statement-of-Faith.pdf> It professes the faith uniquely revealed in the Holy Scriptures and set forth in the catholic creeds, which faith the Church is called upon to proclaim afresh in each generation. Led by the Holy Spirit, it has borne witness to Christian truth in its historic formularies, the Thirty-nine Articles of Religion, The Book of Common Prayer and the Ordering of Bishops, Priests and Deacons.