

## St Joseph Church Hall, Carterton OX183BS

### Standard Conditions of Hire

**Booking:** All applications for the use of the premises, or part thereof, shall be made online (visit website) or in writing on the printed form available to be returned to the Trustee's Authorized Representative. It is required that the Hirer is 21 or older and present upon the premises during the period of hire. No booking shall be considered confirmed until the Hirer has received written/email confirmation of the Hire. St Joseph Church Hall Committee requires that commercial or business hirers and groups which book on a regular basis e.g. Scouts, WI, fitness classes have their own Public Liability insurance; the company, date and policy number need to be provided when booking. Public Liability insurance to be produced on the first initial meeting with the Trustee's Authorised Representative. The Hirer is responsible for any third party that attends the function making sure they have Public Liability insurance and carried out a risk assessment. The Hirer is responsible for carrying out their own Risk Assessment.

The Trustee reserves the right to reject any application, or part thereof, for the hire of the Premises.

This agreement may be cancelled at any time by the hirer or the Trustees Authorised Representative.

Bookings should be made in advance for each 8-week block or otherwise agreed in writing. A charge will be made (by deduction from the hire fee) for any notice of cancellation received at the hirer's office on the basis set out in the Hire Agreement.

The Hirer will, during the period of hiring, be responsible for supervision of the premises and its contents; their care, safety from damage, however slight, or change of any sort and the behaviour of all persons using the premises whatever their capacity including proper supervision of car parking arrangements so as to avoid obstruction of the highway or any adjoining land.

The Hirer shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without prior written permission.

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

The Hirer is to provide such number of competent stewards and attendants as may, in the opinion of the Trustee to be necessary to secure compliance with the above requirements being a minimum of one steward or attendant over the age of 18 years for every 250 persons (or part of 250 persons) present or if most of the persons present are under 16 years of age one steward or attendant for every 100 persons (or part of 100 persons present).

If the Hirer is a Corporate Body the Hirer must, not later than 5 days before the commencement of the Period of Hiring, notify the Trustees Authorised Representative in writing of the name, address and telephone number of an individual who will personally be responsible to the Trustee for obligations of the Hirer under the Agreement jointly and severally with the Hirer.

The Trustee reserves the right for itself and its Authorised Representative to enter the premises at any time during the hire and put a stop to any function which, in its opinion, is not properly conducted. In such circumstances, no part of the hiring fee shall be refundable and any cost incurred in engaging Police Constables, or other such persons, to secure such observance will be payable by the Hirer.

The Hirer shall comply with all conditions made in respect of the premises by the Fire Authority, Local Authority, or other relevant body, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays. The premises must not be used for any such public event unless the Trustee has expressly approved the event and has confirmed that it is licensed for this purpose.

If the Church has to cancel the Function because of events outside its control, the Charges and deposit will be refunded by the Church and the Church will not be under any other liability to the Hirer.

**During the period of Hiring:** The Hirer is to be responsible for the efficient supervision of the premises including (without prejudice to the generality of the below):

- a. The effective control of children.
- b. The orderly and safe admission and departure of persons to and from the premises.
- c. The orderly and safe vacation of the premises in case of emergency.
- d. The preservation of good order and decency in the premises. In particular, no nudity, indecent or lewd behaviour is permitted, nor are the premises to be used for the promotion of abortion or euthanasia or other activities contrary to the tenets of the Roman Catholic faith.
- e. Ensuring that all doors and corridors giving egress from the premises are left unobstructed and immediately available for exit during its use.
- f. Fire appliances must be kept in their proper places and used for no other purpose. All fire doors must only be opened in the event of an emergency.
- g. The Hirer is to provide such number of competent stewards and attendants as may, in the opinion of the Trustee to be necessary to secure compliance with the above requirements being a minimum of one steward or attendant over the age of 18 years for every 250 persons (or part of 250 persons) present or if most of the persons present are under 16 years of age one steward or attendant for every 100 persons (or part of 100 persons present).

The Hirer will be responsible for all obligations in respect of copyright works and will pay all composers, authors, publishers and other fees or royalties which may be payable in respect of the function.

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify the Trustee against all action, claims and proceeding arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the Local Authority.

No floors may be specially polished or powdered for dancing. No stiletto heels or other footwear likely to cause harm to the floor may be worn. The Hirer is responsible for any damage caused by breach of this condition.

No ball games are allowed in or around the premises.

Naked flames, candles, inflammable liquids or gases or solvent-based cleaning solutions are strictly forbidden on the premises.

The Hirer shall ensure that any activities for children and young people are risk assessed and that only fit and proper persons have access to the children. **The balcony in the hall is strictly out of bounds.**

The hirer will be responsible for the call-out charge if the fire brigade attends an alarm call as a result of prohibited items.

Fire doors must not be propped open.

Details of any fire however started and whatever damage is caused must be reported to the St. Joseph's Hall Committee.

**Hiring Fee:** The hiring fee is payable in advance at the time of booking the hire period. Payments for repeated regular weekly/weekend bookings should be made in advance for each 8-week block or otherwise agreed in writing. A charge will be made (by deduction from the hire fee) for any notice of cancellation received at the hirer's office on the basis set out in the Hire Agreement.

**Child Protection Statement:** The Hirer accepts full responsibility for ensuring that an appropriate Child Protection Procedure is in place and is observed by all persons on the premises involved with children and young persons under the age of 18 during the course of the event for which the premises have been hired. The Hirer agrees to ensure that all adults present on the premises are aware of this Procedure and abide by it. The Hirer confirms that, when necessary under the terms of the Child Protection Procedure, appropriate Criminal Records Bureau checks will be carried out in respect of persons involved with children and young people on the premises during the course of the hiring.

**Alcohol:** The hirer is responsible for ensuring acceptable behaviour and conduct during and on leaving the event where alcohol has been consumed. Consideration of acceptable noise levels for local residents is imperative. Alcoholic beverages should not be sold on the premises. If the sale of alcohol is required, the hirer must obtain written permission from St Joseph's Hall Committee before applying to WODC for a TEN (Temporary Event Notice). Hirers will be required to complete an application form and abide by the terms and conditions of the application. A zero-tolerance approach to alcohol should be adopted when Under-18 parties are booked. The hirer is responsible for checking that no alcohol is brought onto the premises or consumed in the car park or local vicinity for the duration of the event. A similar stance is required at any other event at which individuals under 18 are present. The St. Joseph's Hall Committee reserves the right to terminate the event with no refund if this condition is not complied with.

**Kitchen:** The Hirer is not permitted to use the kitchen to provide food that is subject to relevant food health and hygiene legislation and regulation without the express additional agreement of the Trustee. The heating system shall not be altered or adjusted in any way. No children under 12 years allowed in kitchen.

**Animals:** The Hirer shall ensure that no animals (including birds) are brought onto St Joseph's premises, unless prior permission has been given by St Joseph's Hall Committee. Guide dogs assisting people with limited sight, blindness or hearing are welcome on St Joseph's premises, providing they are accompanying their owner.

**Smoking:** No smoking, including the use of e-cigarettes, is allowed in or around the premises.

**First Aid:** This is what you should do if the people you are responsible for are injured & require first aid: Use the first aid kit in the kitchen next to fire blanket. Fill out an accident form / book that is next to the first aid kit. Inform us of the items you have used from the first aid kit so we can replace them

**Damage to property and/or injury to persons:** The Trustee will not be liable for death of or injury to any person attending the Premises for the function the subject of hiring or for any losses, claims, demands, actions proceedings, damage costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death injury or loss is due to the negligence of the Trustee

The Hirer will fully indemnify the Trustee for death of or injury to any persons attending the Premises for the function the subject of hiring or for any losses, claims, demands, actions, proceedings, damages costs or expenses or other liability where such loss or injury arises due to the act or omission of any person or organisation contracted or engaged by the Hirer

The Trustee will not be liable for any damage or loss to any vehicle (including cycles) or its contents whilst using the car park. Parking is restricted to the car park at the rear of the church during the hiring of the hall.

The Trustee will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the Premises

The Hirer will indemnify the Trustee against all such liabilities as mentioned in this Condition

The Trustee may act through any authorised representative or their delegate and references in these Conditions to any approval discretion consent or requirement of the Trustee are deemed to be references to the approval discretion consent or requirement of any such representative or their delegate and anything which the Hirer is required to produce to the Trustee is to be produced to such representatives or their delegate.

Any damage to the premises is to be reported by the Hirer to the Trustee's Authorised Representative and rectified at the Hirers expense by the Trustee's contractors. Any failure of equipment belonging to the premises must also be reported as soon as possible.

**End of Hiring Period:** The hall should be cleaned, tidied, lights extinguished, windows and doors firmly secured, and any contents temporarily removed from their usual positions should be properly replaced after use and in the same condition as they were found. This especially applies to the condition of the lavatories and kitchen if used; otherwise the Trustees shall be entitled to make an additional charge.

The Hirer must respect the residential nature of the area and must not disturb neighbours, particularly when departing the Premises late at night.

# Fire Safety – Church Hall

## Introduction

Fire safety is just one of many safety issues management must address to minimise the risk of injury or death to staff, volunteers or the general public. Unlike most of the other safety concerns, fire has the potential to injure or kill large numbers of people very quickly.

The **Church Hall Management Committee** recognises and accepts its obligation to take reasonable steps to reduce the risk from fire and make sure people can safely escape if there is a fire.

Good management of fire safety is essential to ensure that fires are unlikely to occur; that if they do occur they are likely to be controlled or contained quickly, effectively and safely; or that, if a fire does occur and grow, everyone on the premises is able to escape to a place of safety easily and quickly.

This document identifies good practice and details the measures to be taken to implement an effective fire prevention programme designed to:

Minimise the probability of a fire starting.

Avoid, so far as is possible, the likelihood of a fire causing death or injury to employees, volunteers, visitors or members of the public

Minimise the likely damage to the building and equipment.

The fire prevention measures detailed are based on the results of a Fire Safety Risk Assessment carried out in accordance with the requirements of the **Regulatory Reform (Fire Safety) Order 2005**. For the purposes of the Order, the **Responsible Person** is the Chairman of the Church Hall Management Committee.

**Electrical Equipment:** All mains operated electrical equipment intended for connection to any Church Hall electrical circuit shall be subject to a current Portable Appliance Test (PAT) certificate.

**Candles:** For many people of all ages, candles are at the centre of birthdays, family events and religious festivals and their use is an important part of such occasions. However, it should be recognised that candles, as with any naked flame, can be the cause of major fires and serious injury if not used correctly. In particular, accident and fire brigade data indicates that the main causes of fires started by candles are due to them being left unattended. The potential risk presented by candles is considered to outweigh any benefit (real or imaginary) to be derived from their use. The use of candles should, therefore, be limited to those occasions when Church Hall is used for worship. The following measures are intended to ensure candles can be used safely:

- a. **General** - Candles should: -
  - i. Always be placed well away from curtains and drapes and always out of draughts.
  - ii. Be kept out of reach of children.
  - iii. Never be left burning unattended.

- iv. Be kept away from hair and clothing.
  - v. Always be placed upright in suitable holders which cannot fall over easily. 100mm should be left between burning candles.
  - vi. Always be properly extinguished before vacating the building.
  - vii. **No candles should be issued to unsupervised children.**
  - viii. **Never use water to extinguish a candle.**
- b. **Choice of candles:** Good quality slow-burning candles should always be used. Cheaper, catering-quality candles will burn down quickly and the flame may get dangerously close to foliage, decorations or other flammable materials. In addition, many decorated candles are intended to be decorative rather than to be burned. Painted candles, for example, can be dangerous if burned.
- c. **Supervision of candles:** Great care needs to be taken when children are involved and the use of candles during by children or young persons should be subject to adult supervision at all times.
- d. **Votive and Scented Candles:** These are designed to liquefy when burning and must, therefore, always be used in a glass or metal holder. This container will become hot and must be stood on a non-inflammable surface.
- e. **Placing of candles:** Candles must be kept clear of all combustible materials including flammable decorations, foliage and electrical equipment. Wherever possible, candles should be placed in purpose-made candle holders designed to reduce the risk of accidental contact with or toppling of the candle.
- f. **Fire blanket:** A fire blanket is the most appropriate method for dealing with certain fire situations and is particularly suitable for dealing with burning clothing.

**Fire extinguishers:** Fire extinguishers must always be readily available, particularly when candles are being used. Supervisors must know where they are located and how to use them. Training in their use should be provided if necessary.

**Means of Escape:** To ensure that in the event of a fire the building can be evacuated quickly and safely, all escape routes shall be kept clear and free from obstruction at all times, especially when large numbers of people are present. This requirement can be achieved by ensuring:

- a. **Final exit doors:** all final exit doors must be unlocked and be capable of being opened quickly in the event of an emergency.
- b. **Exit routes:** all designated exit routes (as indicated on the marked-up plan of Church Hall) should be kept clear and free of obstruction at all times, both internally and externally. Potential obstructions include pushchairs, prams, walking or mobility aids etc., and in particular **no additional chairs should be placed in the areas designated as exit routes irrespective of the number of persons present.**

**Fire Safety Training:** The actions of staff/volunteers if there is a fire are likely to be crucial to their safety and that of other people in the premises. All staff/volunteers should receive basic fire safety induction training and attend refresher sessions at pre-determined intervals. All staff/volunteers and contractors should be informed of the emergency plan and shown the escape routes.

The training provided in support of the fire safety strategy should be verifiable as the enforcing authority may wish to examine records as evidence that adequate training has been given.

The training should include the following:

- What to do on discovering a fire
- How to raise the alarm and what happens then
- What to do upon hearing the fire alarm
- The procedure for alerting members of the public and visitors including, where appropriate, directing them to exits
- The arrangements for calling the fire & rescue service
- The location and, where appropriate, the use of firefighting equipment
- The location of escape routes, especially those not in regular use
- How to open all emergency exit doors
- Where appropriate, how to stop equipment and isolate power supplies in the event of fire
- The importance of general fire safety, including good housekeeping practices

**Fire Safety Maintenance:** A fire safety maintenance programme and checklist should be introduced as a means of supporting the fire safety policy. The programme should include systems for the periodic checking of the following:

- firefighting equipment
- emergency escape lighting
- automatic fire/smoke detection and alarm equipment
- fire exit emergency fastening devices

**Other Considerations:** In addition to the above, the following factors should be taken into consideration:

- **Unaccompanied children:** Individuals in this group are at particular risk in the event of an emergency.
- **Persons with disabilities:** As with children, individuals with impaired vision, hearing or mobility are at particular risk.

**Third-Party Use of Church Hall:** Third-party hirers/users of the premises are legally responsible for conducting their activities in a way safe from fire. There is a need to ensure such persons are aware of the fire precautions to be heeded and what to do if a fire occurs.

All third-party hirers/users of the premises will be required to appoint a **Temporary Responsible Person** for each individual unique, occasional or separate event. It is crucial that the Temporary Responsible Person understands their duties for the duration of the event or function.

For all third-party hire/use of the premises, a formal booking agreement – that sets out the conditions of the hire/use – should be prepared and signed. The fire safety responsibilities of those organising the separate function should be established as part of the formal booking agreement.

The responsible person for each individual unique, occasional or separate event will need to be clearly established and documented, and their legal duties made clear to them. In particular, and where necessary, the responsible person will need to take account of their own lack of familiarity with the layout of the premises and the associated fire safety provisions.

## **Emergency Plan**

**For the purposes of this Emergency Plan, the ‘Responsible Person’ is the “Temporary Responsible Person” appointed by the hirer in accordance with the ‘Terms & Conditions of Use’ and detailed in ‘Guidance for Third-Party Users of Church Hall’.**

1. The Responsible Person will ensure arrangements are in place to inform all present regarding the following at the commencement of the event/function:
  - a. The emergency warning signal
  - b. Location of exits and escape routes
  - c. Taking only valuables immediately to hand and not stopping to collect other belongings
  - d. The location of assembly point (**Car Park at Rear of Hall**)
  - e. What will happen after (e.g. re-entry to building?)
  
2. During the event/function the Responsible Person will ensure that:
  - a. Escape routes and exits do not become obstructed or blocked
  - b. No naked flames (e.g. candles) are started unless authorised
  - c. Where necessary, the number of persons is limited or controlled?
  
3. On becoming aware of a fire the Responsible Person will ensure the emergency audible warning signal (electronic sounder) has been activated (by operation of the integral break-glass call-point).
  
4. The Responsible Person will ensure that all present at the event/function are responding to the warning signal and are moving in an orderly manner to their nearest final exit route. Where necessary, the Responsible Person will ensure assistance is available for the safe evacuation of people identified as being especially at risk including elderly, disabled, unaccompanied children etc.
  
5. The Responsible Person will ensure the emergency services are notified, using a mobile telephone, quoting the following post code:

**OX18 3BS**

Arrangements should be made for the emergency services to be met at the Road Side entrance to the car park on their arrival.

6. Upon completion of the evacuation the Responsible Person should undertake a check of the building to ensure nobody remains inside **only if safe to do so and without risk to themselves**. Where an “attendance register” is kept, a roll-call should be carried out at the assembly point.
7. Following evacuation of the building the Responsible Person may use the appropriate fire extinguishers to fight the fire **only if safe to do so and without risk to themselves**.

## **Fire Safety Management**

### **Guidance for Third-Party Users of Church Hall**

**1. Introduction:** In accordance with the requirements of the **Regulatory Reform (Fire Safety) Order 2005**, a Fire Safety Risk Assessment for the Church Hall and for the activities for which they are responsible. However, these risk assessments **do not** take into consideration the specific fire safety implications arising from third-party hire/use of the premises.

Third-party hirers/users of the premises are legally responsible for conducting their activities in a way safe from fire. There is a need to ensure such persons are aware of the fire precautions to be heeded and what to do if a fire occurs. This guidance has been prepared to assist third-party hirers/users in fulfilling their legal obligations.

**2. Requirements:** The hirer/user is required to undertake a Risk Assessment reflecting the specific nature of the event to ensure compliance with all relevant Health & Safety legislation. In particular, the hirer/user is reminded of their legal responsibility for conducting their activities in a way safe from fire.

The hirer/user has legal duties with regard to the safety of those persons assisting or attending the event and in accordance with the **Regulatory Reform (Fire Safety) Order 2005** is required to appoint a **Temporary Responsible Person** and prepare an **Emergency Plan** for each individual unique, occasional or separate event. The Emergency Plan should include, but is not limited to, the following information:

- a. Who is supervising and how to identify them
- b. Location of exits and escape routes
- c. The location of assembly points
- d. The emergency warning signal
- e. The arrangements for fighting fire
- f. The arrangements for means of escape for disabled persons
- g. The duties & identity of individuals who have specific responsibilities if there is a fire
- h. The arrangements for the safe evacuation of persons identified as being especially at risk, including those with disabilities, children and members of the public
- i. Who will be responsible for calling the fire and rescue service?
- j. Who will meet the fire and rescue service on their arrival.
- k. Plans to deal with people once they have left the premises, especially children.

- l. Arrangements for ensuring escape routes and exits do not become blocked.
- m. Arrangements for limiting or controlling the number of persons in the premises, where necessary.



**Electrical isolation switch is:** Above door entrance to Sacristy. Use steps in cupboard at the bottom of stairs to balcony to shut off electricals to Hall.

**Water stopcock:** See Drawing above

### **Third-Party Use of Church Hall**

Third-party hirers/users of the premises are legally responsible for conducting their activities in a way safe from fire. There is a need to ensure such persons are aware of the fire precautions to be heeded and what to do if a fire occurs.

All third-party hirers/users of the premises will be required to appoint a **Temporary Responsible Person** for each individual unique, occasional or separate event. It is crucial that the Temporary Responsible Person understands their duties for the duration of the event or function.

For all third-party hire/use of the premises, a formal booking agreement – that sets out the conditions of the hire/use – should be prepared and signed. The fire safety responsibilities of those organising the separate function should be established as part of the formal booking agreement.

The responsible person for each individual unique, occasional or separate event will need to be clearly established and documented, and their legal duties made clear to them. In particular, and where necessary, the responsible person will need to take account of their own lack of familiarity with the layout of the premises and the associated fire safety provisions.