

Standard Conditions of Hire for the Church Premises

In these Conditions, “we” and “us” refer to the Vicar and churchwardens of The Parish Church of the Holy Trinity and St Mary; and “you” refers to the hirer(s) of the premises; “premises” refers to the parish church and/or the parish centre, as appropriate to the circumstances of hire as well as the churchyard and paths.

If you are in any doubt as to the meaning of any of these Conditions, you must seek clarification from us without delay.

Berwick Parish Church is a Place of Worship and it is a fundamental condition of these Standard Conditions that hirers agree not to undertake, permit or allow any activity that might bring the church into disrepute.

1. Age

You, not being a person under 18 years of age, hereby accept responsibility for supervision of the premises at all times during the hire (either in person or through a responsible delegate) when the public are present and for ensuring that all Standard Conditions under this Agreement relating to management and supervision of the premises are met.

2. Supervision

During the period of the hire, you are responsible for:

- (i) supervision of the premises, its fabric and contents;
- (ii) care of the premises, safety from damage, however slight or change of any sort; and
- (iii) the behaviour of all persons using the premises whatever their capacity

As directed by us, you must make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

3. Use of premises

You must not use the premises for any purpose other than that described in the Agreement and must not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring on to the premises anything which might endanger the premises or any person or persons within the premises, or render invalid any insurance policies covering the premises nor allow the consumption of alcohol without our written permission.

4. Insurance and indemnity

- (i) You are liable for:
 - (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including its curtilage and/or its contents, any electrical, audio/video installations and including our WiFi installation
 - (b) all claims, losses, damages and costs made against or incurred by us, our employees, volunteers, agents or invitees in respect of damage or loss of property or injury to person(s) arising as a result of your use of the premises (including the storage of equipment) and your use of our WiFi installation; and
 - (c) all claims, losses, damages and costs made against us or incurred by us as a result of any injury or nuisance caused to a third party, or damage to the property of a third party as a result of your use of the premises and/or the use of our audio/video installation and our WiFi installation, and subject to sub-clause (ii), you must indemnify us against such liabilities.
- (ii) We hold or will take out adequate insurance to insure the liabilities described in subclause (i)(a) above and may, in our discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (i)(c) above. We will claim on our insurance for any liability you incur but you must indemnify us against:
 - (a) any insurance excess incurred and
 - (b) the difference between the amount of the liability and the monies we receive under the insurance policy.
- (iii) Where we do not insure the liabilities described in sub-clauses (i)(c) above, you must take out adequate insurance to insure such liability and on demand must produce the policy and current receipt or other evidence of cover to us. If you fail to produce such policy and evidence of cover, we will cancel this Agreement.

We are insured against any claims arising out of our own negligence.

5. Gaming, betting and lotteries

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

6. Music copyright and film licensing

It is your responsibility (where applicable) to ensure that all relevant licences for public performance of music and screening of films are in place and/or to obtain any such licences which may be necessary for the event or activity.

You must restrict children from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. You must ensure that you have the appropriate copyright licences for film. The Deregulation Act 2015 requires you to have our written permission to show a film; this Agreement confers the required permission on you subject to the above restriction.

7. Safeguarding children, young people and vulnerable adults

You must familiarise yourself and all persons working with you during the hire with all our Safeguarding and Whistle-blowing Policies, Regulations and Provisions and must ensure full compliance with them throughout the hire.

In particular, you must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation.

You must inform us whether your event is organised primarily for children, young people or vulnerable adults, or includes teaching, training, instructing, caring for, supervising or transporting children, young people or vulnerable adults, and if it is you must provide us with confirmation of your safeguarding arrangements by completing and signing **BPC4A** (Safeguarding Addendum for Hire involving Children, Young People and Vulnerable Adults) available from the Parish Administrator.

You must in any case respect our Safeguarding Policy BPC4 (Safeguarding Policy for Hires not involving Children, Young People and Vulnerable Adults) in so far as it applies to you

and inform our Safeguarding Officer promptly of any safeguarding issues or concerns that arise during your hire of our premises.

8. Public Safety Compliance

You must familiarise yourself with the following matters.

You must comply with all conditions and regulations made in respect of the premises by the Local Authorities, the Licensing Authorities and our fire risk assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. You must also comply with our Health and Safety policy; **a copy is attached to the Agreement.**

You must call the Fire Service to any outbreak of fire, however slight, and notify us without delay.

- (i) You acknowledge that you have received instruction in the following matters:
 - The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the premises.
 - The location and use of fire equipment.
 - Escape routes and the need to keep them clear.
 - Method of operation of escape door fastenings.
 - Appreciation of the importance of fire doors and of closing all fire doors at the time of a fire.
 - Location of the first aid box.
- (ii) In advance of any activity, whether regulated entertainment or not, you must check the following items:

- That all fire exits are unlocked and panic bolts are in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged or otherwise held open.
- That exit signs are illuminated.
- That there are no fire-hazards on the premises.
- That the emergency lighting supply illuminating all exit signs and routes is turned on during the whole of the time the premises are occupied

9. Food, health and hygiene

You must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. There is a refrigerator in the Parish Centre.

10. Electrical appliance safety

You must ensure that any electrical appliances brought by you to the premises and used there are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided you must make use of it in the interests of public safety. You must ensure that any wires and cables attached to any of your apparatus or equipment are properly protected and do not constitute a tripping hazard.

11. Stored equipment

We do not accept responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment left with our written permission) must be removed at the end of the hire.

12. Prohibition of Smoking

No smoking is permitted on the premises. Note that the premises include the churchyard, the forecourt of the parish centre and all the paths within the gates.

You must comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. We will ask any person who breaches this provision to leave the premises.

13. Accidents and dangerous occurrences

You must take all reasonable steps to prevent injury or illness to everyone using the premises and its facilities;

You must report to us as soon as possible any failure of our equipment.
You must report to us all accidents involving injury to the public as soon as possible and complete the relevant section in our accident book. You must report certain types of accident or injury on a special form to the Incident Contact Centre of the Health and Safety Executive in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

14. Due care and attention

You must take all reasonable steps to ensure that the building fabric, facilities and installations, including the grounds and paths, are preserved from damage or undue wear and tear.

In particular, you are strongly advised not to bring any motor vehicles on to the church premises; but if you do so, it is at your own risk and the vehicle must only be driven on the tarmac area (that is, between the church gates and the paved area at the entrance to the church); and the paved area must not be used, even for turning.

15. Explosives and flammable substances

You must ensure that:

- (i) Highly flammable substances are not brought into, or used in any part of, the premises.
- (ii) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) may be erected or affixed without our prior consent.
- (iii) If candles are used with our prior consent, sand buckets and/or other suitable extinguishers are placed in readily accessible and proximate locations.

16. Animals

You must ensure that Guide dogs, Hearing dogs and assistance dog owners are allowed on the premises. No other animals are allowed on the premises without our specific prior consent.

17. Heating

You must ensure that no unauthorised heating appliances are used on the premises without our consent. You must not use portable liquefied propane gas (LPG) heating appliances. You must not alter or interfere with the heating controls of the premises.

18. Cancellation

If you wish to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we may, in our complete discretion, return any deposit or require payment of the hire fee.

We reserve the right to cancel this Agreement by giving you written notice in the event of:

- (i) the parish centre being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- (ii) our reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- (iii) the premises becoming unfit for your intended use;

In any such case you will be entitled to a refund of any deposit already paid, but we will not be liable to you for any resulting direct or indirect loss or damages whatsoever.

19. End of hire

You are responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured, unless directed otherwise, and any contents, including furniture, temporarily removed from their usual positions properly replaced, otherwise we may make an additional charge.

20. No alterations

You must not make any alterations or additions to the premises, nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval.

21. No rights

This Agreement constitutes permission or licence only to use the premises and confers no tenancy or other right of occupation on you.

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The Parish Church of the Holy Trinity and St Mary
Parade Berwick-upon-Tweed TD15 1DF
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