



Main Street, Moreton Morrell, Warwick CV35 9AL

Booking Form for the Hire of The Room

Church of the Holy Cross, Main Street, Moreton Morrell, Warwick CV35 9AL

Booking Representative: Alison Gregory

Address: Wernerth Cottage, Middletown, Moreton Morrell, CV35 9AU

Telephone number: 07775 994131

Email address: contact.tramm@gmail.com

Hirers Details

Contact Name	
Organisation	
Address	
Postcode	
Telephone	
Email	

Event Details

Proposed purpose of hire
Will tickets be sold for your event? <input type="checkbox"/> Yes <input type="checkbox"/> No
Is food to be provided at the event? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Please note that the kitchen is not suitable for the preparation of food, but is suitable for warming of food and making beverages; please contact the bookings representative for further advice and guidance.</i>
Are you proposing to sell alcohol? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If YES, you will need to apply to Stratford on Avon District Council for a Temporary Events Notice, and a copy submitted to the bookings representative.</i>

PLEASE ENSURE ALL DATES AND TIMES ARE CLEARLY INDICATED and ensure that your booking allows adequate time for setting up and vacating the hall.

Event Date	Start time	Finish time
		<i>Latest finish time is midnight</i>

NUMBERS of ATTENDEES (See notes overleaf)

Hire Fee	Total number of hours	Total Fee Due
£12.00 per hour		

The Hirer shall pay the full amount of the booking at least one week prior to the date of use.

Thank you for your enquiry about the hire of The Room.
Completion of this form does not guarantee a booking until confirmation has been sent to you in writing.



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The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers. The maximum permitted number of people in The Room is 80 standing and 50 seated.

Please contact the hall if you need a licence:

- With the Performing Right Society for the performance of copyright music
- from Phonographic Performance Licence (PPL)

The Hirer shall obtain the written consent of the management committee on the form provided for this purpose before giving the licensing authority a TEN. Failure to do so will result in cancellation of the hiring without compensation because there is a limit on the number of TENs which can be granted annually for any premises. Lack of co-operation could affect future fundraising by the hall management committee and local voluntary organisations.

The Hirer agrees with 'The Room' to be present (by its authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

It is hereby agreed that the Standard Conditions of Hire together with any additional conditions imposed under the Premises Licence or that 'The Room' management committee deem necessary shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between 'The Room' and the Hirer.

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

As Witness the hands of the parties hereto:

Signed by the person duly authorised, on behalf of 'The Room' Management Committee

Signed by the Hirer, duly authorised, on behalf of the organisation named above

Please return the completed application form with your hire fee to: The Room Bookings, Wernerth Cottage, Middletown, Moreton Morrell, CV35 9UU
or email to moreton.morrell@gmail.com

Payment

Please select your payment method

Cheque Bank Transfer

Please make cheques payable to Moreton Morrell Parochial Church Council
and return to the Bookings Representative at the address above.

Bank Transfer

Barclays Bank - **Sort code** 20-48-08 - **Account** 50649112

Account name Moreton Morrell Parochial Church Council.

Please e-mail your remittance to moreton.morrell@gmail.com

showing the date of your event, the date of the bank transaction and the amount transferred.

Standard conditions of hire

These standard conditions must be made available to all hirers either in hard or electronic copy or should be made available for all on 'The Room' notice board. If the Hirer is in any doubt as to the meaning of any of the conditions, the Hall Secretary or Booking Clerk should immediately be consulted.

1. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, 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 premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Booking Representative, the Hirer shall 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

The Hirer shall not use the premises, or grounds, 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 or unsuitable purpose or in any unlawful way 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 written permission. Please respect the sanctity of the church and the graveyard and act accordingly.

4. Insurance and indemnity

(a) The Hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
- (ii) all claims, losses, damages and costs made against or incurred by 'The Room' management committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
- (iii) all claims, losses, damages and costs made against or incurred by 'The Room' management committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and

subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of 'The Room' management committee and 'The Room's' employees, volunteers, agents and invitees against such liabilities.

(b) 'The Room' shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. 'The Room' shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of 'The Room' management committee and 'The Room's' employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(c) Where 'The Room' does not insure the liabilities described in sub-clauses (a)(ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to 'The Room' secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another Hirer.

'The Room' is insured against any claims arising out of its **own** negligence.

5. Gaming, betting and lotteries

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.

6. Music Copyright licensing

The hirer shall ensure that 'The Room' holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

7. Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

8. Childcare Act 2006

The Hirer shall ensure that any activities for children under eighteen years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide 'The Room' management committee with a copy of their DBS check and Child Protection Policy on request. *(please see appendix II)*

9. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the hall's 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. The Hirer shall also comply with the hall's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the secretary of the management committee.

(a) The Hirer acknowledges that they 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 hall.
- The location and use of fire equipment. (Include diagram of location when handing over keys.)
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box.

(b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts 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 open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

10. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises. There is a midnight curfew imposed upon the use of The Room by outside bodies.

11. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

12. Health and hygiene

The Hirer shall, 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. The premises are *not* provided with a refrigerator and thermometer.

13. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be 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 the hirer **must** make use of it in the interests of public safety.

14. Stored equipment

'The Room' accepts no 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) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

'The Room' may, use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in 'The Room' management committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

15. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

16. Accidents and dangerous occurrences

Any failure of equipment belonging to 'The Room' or brought in by the Hirer must also be reported **as soon as possible**. The Hirer must report all accidents involving injury to the public to a member of 'The Room' management committee **as soon as possible** and complete the relevant section in 'The Room's' accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. 'The Room' Secretary will give assistance in completing this form and can provide contact details

17. Explosives and flammable substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

18. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the management committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

19. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by 'The Room'. No animals whatsoever are to enter the kitchen at any time.

20. Parking

The Room does not have a car park, please park along the road on the same side as the church being careful not to block any gateways or drives.

21. Fly posting

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 and keep indemnified each member of 'The Room's' management committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

22. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

23. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and 'The Room' is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of 'The Room'. 'The Room' reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- (b) 'The Room' management committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- (c) the premises becoming unfit for the use intended by the Hirer.
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but 'The Room' shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

24. End of hire

The Hirer shall be responsible for leaving the premises 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 Room' shall be at liberty to make an additional charge. Please ensure all lights, heating and appliances are switched off before locking up.

25. No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of 'The Room' Secretary. Any alteration, fixture or fitting or attachment so approved shall at the discretion of 'The Room' remain in the premises at the end of the hiring. It will become the property of 'The Room' unless removed by the Hirer who must make good to the satisfaction of 'The Room' any damage caused to the premises by such removal.

26. No rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

APPENDIX I

MANDATORY NOTICE

FIRE / EVACUATION PROCEDURE FOR THE RESPONSIBLE PERSON (OR PERSONS) HIRING THESE PREMISES

**MAKE YOURSELF FAMILIAR WITH THE FIRE ESCAPE DOORS AND
ESCAPE ROUTES IN AND AROUND THE AREAS YOU ARE USING.**

**BEFORE COMMENCING YOUR SESSION YOU MUST NOTIFY ALL
OF THE PEOPLE IN YOUR GROUP WHERE THE ESCAPE DOORS
AND ESCAPE ROUTES ARE LOCATED.**

IN THE EVENT OF SMOKE , FIRE OR THE FIRE ALARM .

- **EVACUATE THE BUILDING THROUGH THE NEAREST EXITS**
- **MARKED AND ASSEMBLE IN THE INSIDE THE GATE AT THE FRONT OF THE CHURCHYARD.**
- **CALL THE FIRE SERVICE ON 999**
- **CHECK THAT ALL MEMBERS OF YOUR GROUP ARE PRESENT AND ACCOUNTED FOR.**
- **REMAIN CALM AND ORDERLY.**

APPENDIX II

Safeguarding Agreement

Hirers Name:
Date of Event:
Time from: Time to:
Type of Event:

Please complete either section 1 or 2

1. Organisations

Organisations who hire 'The Room' for work with children, young people (under 18) or vulnerable adults should complete the following statement:

The organisation

confirms that in all its activities with children (under 18) and / or vulnerable adults it will comply with all current safeguarding legislation and government guidance.

We have our own child protection and / or vulnerable adults safeguarding policy and procedures, (a copy of which will be given to the Bookings Representative) and confirm that all those who staff our activities on these premises understand and have agreed to follow them and have been safely recruited.

We understand that the parish accepts no responsibility for our failure to comply with the above requirements.

Signed (on behalf of the organisation)

Date

2. Private Individuals

Private individuals hiring 'The Room' for the purpose of ad-hoc or personally invited events at which children or vulnerable adults will be present, should complete the following statement:

I
(in block capitals)
agree to take full responsibility for the welfare of the children, young people and/or vulnerable adults who attend the event on the above date and will take all reasonable steps to prevent harm to children, young people and / or vulnerable adults.

Signed

Date

You are required to ensure that children are protected at all times, by taking all reasonable steps to prevent the occurrence of any injury, loss, damage or harm.

Please be aware that your activity is not covered by The Room's insurance.