



## **STANDARD CONDITIONS OF HIRE**

1. The Hirer must keep the premises clean and tidy, and clear of rubbish during and arising from the exercise of hire.
2. Upon leaving the premises, the Hirer must ensure all lights and any appliances used are switched off, all external doors are fully secured and the intruder alarm is set as instructed.
3. Where the Hirer has been issued with keys and/or an alarm fob they shall remain responsible for these throughout the time they are in their possession.
  - o They must report immediately the loss of any keys/alarm fob to the Council's representative and may be held liable for the costs of any replacement locks/fobs arising from the loss.
4. Immediately upon the occurrence of any damage to the premises or any erections or other property of any kind on it, or injury to any person on the Premises, in any way attributable to the exercise or purported exercise of the hire, the Hirer must make good the same or pay to the Council or the person injured full compensation in money for such damage and indemnify the Council from and against all claims arising from any such matters.
5. The Hirer must comply in all respects with all legal requirements applicable to the Premises or the exercise of the hire and must use its best endeavours to ensure that all members of its organization comply with such legal requirements.
6. The Hirer must comply with any rules and regulations which the Council may make governing the use of the Premises and the exercise of the hire in addition to these Standard Conditions of which the Council shall notify the Hire (for example, concerning health and safety)
7. Before the commencement of the hire the hirer shall, where appropriate, supply the Council with copies of its relevant policy statements for Safeguarding Children, Young People and Vulnerable Adults for approval by the Council's Safeguarding Officer. In the event that the Hirer's Safeguarding policies are not acceptable to the Council, or it has not adopted such policies, then the Hirer's use of the Premises shall be subject to its observance of the Council's Safeguarding Children, Young People and Vulnerable Adults Policy, a copy of which shall be made available to it (or available on-line at <https://goo.gl/JF1AP4> ). See additional information below at page 3.

8. The Hirer must not sub-licence the whole or any part of the Premises, the hiring being personal to the Hirer and only to be exercised by the Hirer or persons authorized by it
9. The Hirer must not do anything on the premises nor carry out the purpose of its hire in such a way as to cause a nuisance, annoyance or disturbance, injury or damage to the Council, other persons using the Premises and all neighbouring premises.
10. The Hirer must not do or omit to do anything that could cause any insurance policy on or in relation to the Premises held by the Council to become wholly or partly void or voidable or do or omit anything by reason of which additional insurance premiums may become payable.
11. The Hirer must effect and throughout the period of the hire keep in force a policy of public liability insurance with a reputable insurance company to cover all claims arising from the exercise of the hire in respect of any claim for bodily injury or disease or damage to property and must make available to the Council or its representatives on reasonable demand a copy of the policy or a summary of its terms and a copy of the current premium receipt.
12. In the event of the premises being rendered unfit for use by the Hirer the Council shall be under no liability for any resulting loss or damage whatsoever.
13. The Premises shall not be used without the prior written consent of the Council given by its authorized representative for the sale or provision of alcohol or for betting or gambling.
14. The Hirer shall ensure that the Council's "No Smoking" policy is fully adhered to at all times.
15. The Council will give one months notice of any increase in the agreed costs and expects one month's notice if the booking is cancelled by the Hirer.
16. Nothing in this hiring agreement is intended to confer any benefit on any person who is not a party to it.

## **Safeguarding Children, Young People and Vulnerable Adults**

The Parochial Church Council of Holy Trinity Huddersfield Parish Church has a Policy for Safeguarding Children, Young People and Vulnerable Adults. This is available on request or available on-line at <https://goo.gl/JF1AP4>

All hire agreements are conditional upon hirers complying with it unless they already have an equivalent policy of their own seen and approved by the Council's Safeguarding Officer.

Hirers are required to ensure that children, young people and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage occurring; and to carry full liability insurance for this.

In particular this means that:

- hirers will comply with the attached good practice guide with children and young people or vulnerable adults unless they already have an equivalent;
- hirers will provide the church with a copy of their organisation's Safeguarding Policy/ies or if they do not have one adopt the current parish policy;
- hirers will recruit safely all current paid and voluntary workers who work with children and/or vulnerable adults, by obtaining satisfactory disclosures from the Disclosure and Barring Service where eligible, and keeping records of dates and disclosure numbers indefinitely;
- hirers will keep a list of the names of all paid and voluntary workers with regular and direct contact with children/vulnerable adults, and update it annually;
- hirers will always have at least two leaders over the age of 18 years in any group of children and young people, no matter how small the group;
- no person under the age of 18 years will be left in charge of any children or young people of any age;
- no child or group of children or young people should be left unattended at any time;
- a register of children, young people or vulnerable adults attending the activity will be kept securely. This will include details of their name, contact details of parent/guardian/carer etc., date of birth and next of kin;
- hirers will immediately (within 24 hours) inform the Parish Safeguarding Officer of:
  - a) the occurrence of any incidents or allegations of abuse or causes of concern relating to members or leaders of their organisation, and contact details for the person in their organisation who is dealing with it
  - b) any known offenders against children or vulnerable adults seeking to join the hirers membership, and manage such allegations or agreements with offenders in co-operation with statutory agencies, and with the church.

### **The Parish Safeguarding Officer for Holy Trinity Huddersfield Church is:**

Bryony Goldspink; E-mail: [safeguarding@holytrinityhuddersfield.com](mailto:safeguarding@holytrinityhuddersfield.com) Tel. No: 07789000560