



The person named in the Hiring Agreement shall be responsible for ensuring that the following conditions of hire of rooms at St Helen's North Kensington are complied with in all respects.

The Hirer will enter into a Hiring Agreement with the Parochial Church Council of St Helen's Church North Kensington hereafter referred to as St Helen's.

St Helen's regards the safe care and protection of children and vulnerable adults as of the utmost importance. Groups that hire or use Church premises are expected to share this concern and make appropriate provision for the protection of children and vulnerable adults within their care.

**THE HIRER AGREES:**

Your Booking

1. That a booking is not confirmed until a completed hire agreement form has been received and agreed, and any required deposit has been paid. This deposit will only be returned in the event the PCC cancels the booking. The PCC reserves the right to cancel the booking if: exceptional, unforeseen circumstances arise; there is any breach of these conditions; or there is misstatement or material omission in connection with the hire agreement form, particularly relating to the purpose of hire.
2. To pay the balance of fees due before the conclusion of the booking. 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 (less the deposit) but shall be under no obligation to do so. In the event of the PCC cancelling the booking all fees (including the deposit) paid by the Hirer shall be refunded.
3. That the premises may be inspected to assess suitability for the purpose for which they are hired.
4. That in the event of an important service such as a funeral taking place in the church, it may be necessary for the activity to be relocated, or cancelled. If cancelled the hire charge would be refunded in full.
5. That no tenancy is intended to be created between the PCC and the Hirer and no relationship of landlord and tenant exists between them.
6. That no parking is included in this hire agreement, even if sometimes parking is available on site. St Helen's reserves the right to deny vehicular access and parking to the site, as the parking spaces are often needed to be kept clear.

Preparing for your Event

7. To be responsible for obtaining any local authority or other licenses necessary in connection with the booking.
8. To be responsible for obtaining adequate insurance against any third party claims which may lay against the Hire or the Hirer's organisation whilst using the premises.
9. That no signs, notices, posters or banners are to be displayed on the inside or outside of the building without prior written approval of St Helen's. All such publicity shall bear the name, contact address and telephone number of the hirer. A copy of the programme/advertising material should be attached to the hire agreement.
10. That it has read the PCC's safeguarding policy and agree to adhere to its recommendations in relation to their work with children, young people and vulnerable adults. Staff and volunteers involved in work or other organised activities with children or other vulnerable people will need to confirm that they have been DBS checked to assess their suitability to work with such people.
11. To carry out a risk assessment of your activities and act on findings to mitigate any risk. If required, a risk assessment form can be downloaded from [www.sthelenschurch.org.uk/risk](http://www.sthelenschurch.org.uk/risk).

On The Day

12. To, during the period of hiring, be responsible for supervision and security of the premises and protection of the fabric and contents from damage.
13. To ensure that St Helen's PCC and staff have access to all areas hired during the period of hire.
14. To ensure that the fire apparatus of the premises are not interfered with in any way and that all emergency exits are not obstructed and all persons using the premises are aware of the location of fire appliances and emergency exits.
15. To keep the amount of noise or other disturbance to an acceptably low level during the period of hire, and also during arrivals and departures so as not to cause nuisance or inconvenience to building users in other areas of St Helen's or to the neighbouring properties. No music is to be played after gpm.
16. To ensure that time for setting up and clearing away the event, are clearly defined in the hire agreement and adhered to.
17. To clear up after the event both inside the hired rooms, but also outside where any mess may have been caused by the event. If the kitchen or kitchenette is used, it must be left clean and tidy.
18. To look after the keys, and to return the keys as agreed. If keys are lost or stolen, the Hirer will need to pay for a replacement key.
19. That all rubbish will be taken away and disposed of off-site by the Hirer. We do not have the facilities to store rubbish from hires for collection later in the week, and the commercial waste bins (belonging to the school who use the site) are not to be used.
20. St Helen's welcomes people of all faiths and none. Yet you are reminded that this building is a place of Christian worship, and even though you may not share our beliefs, we ask that you are respectful of this fact in your use of the premises. It is for this reason that certain activities will not be allowed.
21. Not to permit unseemly behaviour that would be damaging to the mission or witness of St Helen's, or containing material or language abusive in general to others, or that is blasphemous or idolatrous and do nothing in or near or in relation to St Helen's that is calculated to, or does, bring the name of the Church into disrepute.

Afterwards

22. To accept full responsibility, for and to St Helen's against all costs arising from injuries to any person, using the premises during the period of hire, except such as may be caused by the negligence of St Helen's. If any such injury does occur, the Hirer must inform St Helen's of the details, such that it may be recorded in the Accident book.
23. To compensate St Helen's for any damage or theft caused to the building, or to any fixtures, fittings or appliances belonging to St Helen's or Bassett House School during the period of hire or as a result of any breach of this agreement.
24. That St Helen's will not be responsible or liable for any damage to, or loss of property brought onto, or left on the premises by the hirer or any other person.



The Parochial Church Council of St Helen's Church is committed to the protection of children, young people and vulnerable adults. Volunteers within the church working with such groups are required to have cleared DBS checks and adhere to our safeguarding guidelines. These include, amongst others:

- treat all children, young people and adults with respect and dignity, keeping your own language, attitude and body language respectful
- avoid being alone with a child, there should always be two properly recruited adults with each group of children
- never use illicit drugs, abuse prescription medication, or use alcohol when responsible for a child or vulnerable adult
- keep physical contact specific to the needs of the activity and always seek permission from the person first
- never scapegoat, ridicule or reject a child, group or adult or allow others to do so
- never give lifts to children or young people on their own or on your own or allow unknown adults access to children

See <https://www.london.anglican.org/support/safeguarding/safeguarding-policy/> and download the *Safeguarding Policy for a full list*.

We require that all who use our premises for any activities read, agree and adhere to our PCC Safeguarding Policy Statement:

## **PCC Safeguarding Policy Statement**

### **Parish of St Helen's, North Kensington**

Every person has a value and dignity which comes directly from the creation of male and female in God's own image and likeness. Christians see this potential as fulfilled by God's re-creation of us in Christ. Among other things this implies a duty to value all people as bearing the image of God and therefore to protect them from harm.

- We accept and endorse the principles set out in 'Safeguarding in the Diocese of London'.
- We commit ourselves to nurture, protect and safeguard all our members, particularly children, young people and adults at risk.
- We recognise that safeguarding is the responsibility of the whole church community.
- We undertake to exercise proper care in the selection, appointment, training and support of those working in a paid or voluntary position with children or adults at risk, including the use of Disclosure and Barring Service (DBS) disclosures and making appropriate referrals to the Independent Safeguarding Authority.
- We will respond without delay to concerns or allegations that a child or adult at risk may have been harmed, cooperating with the police and social care services in any investigation.
- We will challenge any abuse of power by anyone in a position of trust.
- We will seek to offer pastoral care and support to anyone who has suffered abuse, developing with them an appropriate healing ministry.
- We will seek to offer pastoral care and support, including supervision and referral to the proper authorities, to any member of our church community known to have offended against a child, young person or adult at risk.

The PCC of this Church last reviewed, agreed and adopted the above Policy at its meeting on 18<sup>th</sup> May 2017.

Copies of the Parish's Safeguarding Children and Young People's policy and Safeguarding Adults at Risk policy are held by the Church Office.