

# TERMS AND CONDITIONS OF HIRE AND USE

## Burbage Institute

***Please read this document fully before signing/emailing the Booking Form.***

Your use of the premises is subject to the constraints of English Law, to the general requirements of the Church of England, and to the conditions imposed by the Burbage Institute Charity number 1101471, as custodian Trustees.

### 1. GENERAL SAFETY

Safe use of the building and outdoor area during any period of hiring is entirely the responsibility of the hirer, as is **ANY and ALL** liability arising from use of the building and outdoor area during said hiring (including, but not limited to alcohol, safeguarding, personal injury and death). The outdoor space at the rear of the property is not available to hire and should not be used, unless specific prior agreement has been given. Parking is entirely at own risk - Hirers must ensure that they and their groups park considerately, safely and responsibly, in adherence with the highway code, respecting the 'no parking' zones. The stage must be accessed and exited only via the stairs either side. Chairs and tables must be stored safely in the fire exit cupboard behind white lines at all times. Licenses may be required for some activities; if agreed, these are entirely the responsibility of the hirer.

### 2. SECURITY

You are expected to take all reasonable precautions to ensure the security of the building and its contents.

**Valuables** - you should take note, and warn other users, that money and valuables should not be left unattended in any part of the building at any time.

**Keys** – Key-holders are expected to keep their key(s) safely. They should only be lent to authorised persons and additional copies should NOT be cut. If additional copies are required, these should be requested from the board of Trustees. A key deposit may be required.

**Doors** – External fire doors should be closed, and only opened for use during an emergency evacuation. The main front door should be closed at all times, (but not locked) so as to ensure use as required to exit the building during an emergency. Under no circumstances should any doors ever be propped open. All doors must be closed and locked where appropriate upon leaving at the end of a the hire.

### 3. REPORTING DEFECTS AND ACCIDENTS

You are expected to report all damage, defects and accidents occurring on the premises. There is an accident book with the first aid box in the main hall, and you are required to enter all injuries to people by making an entry in the book. If you discover a situation which you feel could cause an accident this should be reported immediately via the [enquiries@burbageinstitute.org.uk](mailto:enquiries@burbageinstitute.org.uk) email address. Circumstances which make the premises less pleasant or convenient than is desirable should also be reported via this route.

**If there is anything which you can do to prevent an accident you are expected to take action to do so.**

Cost of breakage – you are expected to report any damage or breakage resulting from your use of the premises, and to pay for the cost of repairs or replacements.

### 4. SAFEGUARDING OF CHILDREN AND VULNERABLE ADULTS

The Charity Trustees have adopted the Diocese of Derby Safeguarding Policy and Good Practice Guidelines, that require organisations who hire church premises on a regular basis provide evidence that they have a

suitable safeguarding policy when working with children and vulnerable adults, and that the leaders of any such activities are covered by the requirements of the Disclosure and Barring Service (DBS) where applicable. The Charity Trustees, as part of these terms and conditions, requires you to make available, upon request, evidence of your safeguarding Policy and sight of the Leaders' up to date DBS certificates. Failure to do this could affect your ability to continue to hire the premises in future.

## **5. RISK ASSESSMENT**

In compliance with legislation and insurance, hirers are responsible for carrying out a risk assessment of their use of the hired accommodation and to keep a written copy of the findings. Should you find hazards arising from our premises, hirers are required to notify us as soon as possible so that action can be taken. Hirers are required to provide a copy of their risk assessment if they are a regular hirer, if they are holding a public event or performance and in other circumstances upon request. If the premises are to be used for a public event or performance, a risk assessment for the event needs to be provided at least 14 days before the event, to enable review, Q&A and any additional remediation that may be required before the public event or performance takes place. Failure to provide a risk assessment will result in cancellation.

## **6. FIRE SAFETY (ALSO SEE APPENDIX 2)**

There are two fire exits: - the large double doors out of the main hall and the marked emergency exit through the door to the right of the stage. There is also a main front door, which is not a designated fire exit. The fire assembly point is in the church yard area opposite the Burbage Band hut (which is next door). All hirers are responsible for ensuring that their groups are aware of fire evacuation procedures, and regular hirers should carry out an annual fire drill with their group. A record of persons on the premises during any hiring must be maintained by the hirer, and on evacuation all persons must be accounted for by the hirer. Hirers are responsible for ensuring that the gate on the passageway near the double emergency exit doors is open during their hire, and closed upon leaving. Hirers must ensure that their groups and associated others comply with the no parking zones painted on the ground outside the hall. Emergency access should not, at any time or in any circumstances – temporary or otherwise – be impeded by the hirer or their group or their third parties causing any obstruction to the emergency exits.

## **7. DUTY OF REASONABLE CARE**

All users of the premises are expected to be familiar with current Health and Safety Law, to take all reasonable steps to avoid foreseeable risks and to be vigilant in looking out for hazards.

### **Public safety:**

You are required to avoid leaving any of the following in areas where the public may have access; obstructions which might be a trip hazard; spillages that might cause a slip hazard; any item with sharp edges; objects which might fall from a height; substances that are hazardous to health; and hand or power tools of any type.

### **Priorities in emergency:**

The charity puts the safety of any occupants of the premises above the protection of property. Raise the alarm and get everyone out first and then call the emergency services. Do not take risks fighting fires – the extinguishers are only for use on small fires.

**Emergency exits:** While the building is occupied there must be proper provision for groups to exit in an emergency, therefore the entrance door must be unlocked. There is also an emergency exit at the top end of the main hall and a marked emergency exit through the door to the right of the stage – **If you are a keyholder locking up, you are expected to check that these emergency doors are closed.**

It is important that the walkways and doorways are kept free of obstacles. No items (pushchairs, equipment, desks/tables, sales stalls, chairs etc.) should be placed in corridors or in front of exit doors.

**8. ELECTRICAL SAFETY:** Great care must be taken when using electrical equipment on the premises. Permission must be sought before bringing power tools, heaters, cookers and lighting equipment onto the premises. The safety of your equipment is your responsibility and we recommend that all appliances are PAT and regularly checked by a qualified electrician. Coil extension leads, worn flexes and items with guards which do not meet current British Standards are not allowed. Whenever exiting the building, all lighting must be switched off and electrical equipment unplugged, with all sockets switched to the off position.

**9. HAZARDOUS SUBSTANCES:** Inflammable, volatile and/or toxic substances must not be brought onto or stored in the premises.

**10. FOODSTUFFS & SPILLAGES:** If permission has been given to store food on the premises, it must be in closed jars/tins and labelled with a name as appropriate. Any spillages must be cleaned up immediately.

**11. TIDINESS:** You must ensure that the premises are left in a condition which will be acceptable for the next user. Rubbish should be in waste bags that you will need to provide – please take your rubbish away with you after your hire is complete. If your group use chairs and tables, please store them away safely after use, behind the white lines. Please check all lights are off and all doors are locked before leaving.

**12. FOOD HYGIENE:** Cold food (only) can be served during a hire, as long as one member of the hirer party holds a food hygiene Basic Safety Certificate. The ovens are not available for use.

**13. KITCHEN HYGIENE: Children are NEVER allowed in the kitchen.** Every effort should be made to avoid contamination of surfaces ie. cartons, shopping bags, handbags and clothes should not be placed on them and they should always be cleaned at the end of the hire.

**14. CHURCH ACTIVITIES:** All groups are reminded that certain essential church events take precedence over other activities. We try to limit the number of disruptions and give groups as much notice as possible.

**15. STORAGE** You may only store items on the premises if a space has been specifically allocated to you. Unauthorised items will be removed. Cupboards will be safety-checked regularly.

**16. DISPLAY MATERIALS:** Each group using the hall regularly may display an A4 size poster on one of the designated noticeboards provided in the main entry/exit hall advertising their activities, which must be maintained in good condition and be correct.

**17. INSURANCE:** If you use the premises on more than 3 occasions per year, or are holding a public event or performance, you are required to have your own PUBLIC LIABILITY INSURANCE – a copy of which is required with the initial booking. Insurance to protect group members and their property is also advised.

**18. RENTAL CHARGES AND PAYMENT:** Rental charges are detailed on the rental charges sheet. Payment for regular hiring may either be monthly in arrears or quarterly in advance, as agreed with the Treasurer.

**19. CANCELLATION POLICY:** Notice of cancellation should be received in writing (or by email) at least 2 weeks before an event. Cancellations at less than 2 weeks will incur charges: 7 – 14 days: half charge, less than 7 days: full charge.

**20. SMOKING:** Smoking is not permitted anywhere on the premises or in the immediate outdoors.

**21. LOCATION CAPACITY:** The buildings maximum capacity for fire regulation exit purposes is 100 - and this maximum capacity must not be exceeded at any time.

**22. ACCESSIBILITY:** Accessible entry and exit is gained via the left side passageway and emergency exit double doors in the main hall. All other access **must** be via the main front door only, at all times.

**23. GENERAL DATA PROTECTION REGULATION (GDPR): CONSENT TO SHARE PERSONAL INFORMATION**

Your privacy is important to us, and we want to communicate with all of our contacts in a way which has their consent, in line with UK law. We need your consent as to how we contact you. By signing this form, you are confirming that you are consenting to the Burbage Institute Charity number 1101471 holding and processing your personal data for the following purpose: -

☐ I agree to you holding my information for invoicing and contact purposes.

I consent to the Burbage Institute Charity contacting me by ☐ post ☐ phone or ☐ email.

You can find out more about how we use your data from our “Privacy Notice” which is attached to this form. You can withdraw or change your consent at any time by contacting Burbage Institute via [enquiries@burbageinstitute.org.uk](mailto:enquiries@burbageinstitute.org.uk). Please note that all processing of your personal data will cease once you have withdrawn consent, other than where this is required by law, but this will not affect any personal data that has already been processed prior to this point.

In this document, the terms “Users” and “You” refer to the individuals, groups and organisations who make use of the Burbage Institute for meetings and other activities. “The Church” refers to the Church of England and “Charity” refers to the Burbage Institute Charity number 1101471.

Your GDPR Contact is: the Burbage Institute Secretary via [enquiries@burbageinstitute.org.uk](mailto:enquiries@burbageinstitute.org.uk)

**23. SAFE FROM HARM:** Hirers must adhere to Home Office Code of Practice – Safe from Harm Guidelines:

1. Adopt a policy statement on safeguarding the welfare of children.
2. Plan the work of the organisation so as to minimise situations where the abuse of children may occur.
3. Introduce a system whereby children may talk with an independent person.
4. Apply agreed procedures for children to all paid staff and volunteers.
5. Give all paid staff and volunteers clear roles.
6. Use supervision as a means of protecting children.
7. Treat all staff and volunteers the same (policy, process) for any position involving contact with children.
8. Gain at least one reference from a person who has experience of the applicant's paid work or volunteering with children.
9. Explore the applicant’s experience of working/contact with children in interview before appointment.
10. Find out whether an applicant has any conviction for criminal offences against children.
11. Make all (paid & unpaid) appointments conditional on successful completion of a probationary period.
12. Issue guidelines on how to deal with disclosure or discovery of abuse.
13. Train paid staff and volunteers, their line managers or supervisors and policy makers, in the prevention of child abuse.

## BOOKING FORM FOR HIRE AND USE OF PREMISES

Please note: This form can also be found on our website via this link: [Booking Enquiries – Burbage Institute](#)

CONTACT NAME	
ADDRESS	
ORGANISATION (if applicable)	
CONTACT EMAIL	
CONTACT TELEPHONE NUMBER	
TYPE OF BOOKING (single or recurring)	
DATE OF EVENT	
TIME REQUIRED (minimum 3 hours) <i>please include time for setting up and tidy up</i>	
PLEASE DESCRIBE YOUR EVENT:	
APPROXIMATE NUMBER OF ATTENDEES	
APPROXIMATE NUMBER OF VEHICLES PARKING	
WILL ALCOHOL BE CONSUMED? <i>please note: licenses are your responsibility</i>	
IS THE STAGE REQUIRED?	
IS THE KITCHEN REQUIRED? (Yes/No) <i>please note: hot/cold drinks and cold food only</i>	
ANYTHING ELSE YOU'D LIKE TO TELL US?	

- I agree to abide by the Terms and Conditions of Hire and Use for Burbage Institute
- A copy of my public liability insurance certificate is enclosed/has been provided (Ts & Cs point 17)
- A copy of my DBS certificates are enclosed/have been provided (Ts & Cs point 4)
- A copy of my risk assessment is enclosed/has been provided (Ts & Cs point 5)
- If emailing this form rather than signing, my electronic instructions and the date/time are legally binding

Name \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_

**PLEASE NOTE:** bookings are not final until an email has been received from [enquiries@burbageinstitute.org.uk](mailto:enquiries@burbageinstitute.org.uk) to confirm the booking, and your hiring fee has been paid.

# **DATA PRIVACY NOTICE**

## **The Burbage Institute Charity number 1101471**

### **1. Your personal data – what is it?**

Personal data relates to a living individual who can be identified from that data. Identification can be by the information alone or in conjunction with any other information in the data controller's possession or likely to come into such possession. The processing of personal data is governed by the General Data Protection Regulation (the "GDPR").

### **2. Who are we?**

The Burbage Institute Charity is the data controller (contact details below). This means it decides how your personal data that we hold is processed and for what purposes.

### **3. How do we process your personal data?**

The Burbage Institute Charity complies with its obligations under the "GDPR" by keeping personal data up to date; by storing and destroying it securely; by not collecting or retaining excessive amounts of data; by protecting personal data from loss, misuse, unauthorised access and disclosure and by ensuring that appropriate technical measures are in place to protect personal data.

We use your personal data for the following purposes: -

- To enable us to provide a service for the benefit of the public in our local area;
- To administer hiring records;
- To maintain accurate Safeguarding, Insurance and Risk Assessment records;
- To manage our trustees and volunteers;
- To maintain our own accounts and records (including the processing of gift aid applications);
- We share contact details with the appointed accountants and auditor in order to produce required accounting information and statutory year-end accounts.

### **4. What is the legal basis for processing your personal data?**

- Processing is necessary for carrying out legal obligations in relation to Gift Aid or under employment, social security or social protection law, or a collective agreement;
- Processing is carried out by a not-for-profit body provided: -
  - the processing relates only to hirers and former hirers (or those who have regular contact with it in connection with those purposes); and
  - there is no disclosure to a third party without consent.

### **5. Sharing your personal data**

Your personal data will be treated as strictly confidential and will only be shared with other in order to carry out a service or communication connected with your hiring.

### **6. How long do we keep your personal data<sup>1</sup>?**

We keep data in accordance with the guidance set out in the guide "Keep or Bin: Care of Your Parish Records" which is available from the Church of England website [see footnote for link].

Specifically, we retain gift aid declarations and all accounting records for a minimum of 7 years.

### **7. Your rights and your personal data**

Unless subject to an exemption under the GDPR, you have the following rights with respect to your personal data: -

- The right to request a copy of your personal data which the Burbage Institute Charity holds about you;
- The right to request that the Burbage Institute Charity corrects any personal data if it is found to be inaccurate or out of date;
- The right to request your personal data is erased where it is no longer necessary for the Burbage Institute Charity to retain such data; except when such data is a matter of public record.
- The right to withdraw your consent to the processing at any time
- The right to request that the data controller provide the data subject with his/her personal data and where possible, to transmit that data directly to another data controller, (known as the right to data portability), (where applicable)
- The right, where there is a dispute in relation to the accuracy or processing of your personal data, to request a restriction is placed on further processing;
- The right to object to the processing of personal data, (where applicable)
- The right to lodge a complaint with the Information Commissioners Office.

## **8. Further processing**

If we wish to use your personal data for a new purpose, not covered by this Data Protection Notice, then we will provide you with a new notice explaining this new use prior to commencing the processing and setting out the relevant purposes and processing conditions. Where and whenever necessary, we will seek your prior consent to the new processing.

## **9. Contact Details**

To exercise all relevant rights, queries or complaints please in the first instance contact the Burbage Institute Secretary via [Enquiries@burbageinstitute.org.uk](mailto:Enquiries@burbageinstitute.org.uk)

You can contact the Information Commissioners Office on 0303 123 1113 or via email <https://ico.org.uk/global/contact-us/email/> or at the Information Commissioner's Office, Wycliffe House, Water Lane, Wilmslow, Cheshire. SK9 5AF.

<sup>1</sup> Details about retention periods can currently be found in the Record Management Guides located on the Church of England website at: - <https://www.churchofengland.org/more/libraries-and-archives/records-management-guides>

## **APPENDIX 1: Special Conditions of Hire and Use – living with COVID-19**

	<b>Note: These conditions are supplemental to, not a replacement for, the Institute's ordinary conditions of hire and use.</b>
<b>SC1</b>	You will make sure that everyone likely to attend your activity or event understands that they <b>SHOULD NOT DO SO</b> if they have tested positive for COVID-19 and have been advised to isolate.
<b>SC2</b>	You will keep the premises well ventilated throughout your hire, with windows and doors (except fire doors) open as far as convenient. You will be responsible for ensuring they are all securely closed on leaving.
<b>SC3</b>	You will be responsible for the disposal of all rubbish created during your hire, including tissues and cleaning cloths. All rubbish should be taken away with you when you leave the hall.
<b>SC4</b>	We will have the right to close the hall if there are safety concerns relating to COVID-19, for example, if someone who has attended the hall develops symptoms and thorough cleansing is required or if it is reported that the Special Hiring Conditions above are not being complied with, whether by you or by other hirers, or in the event that public buildings are asked or required to close again. If this is necessary, we will do our best to inform you promptly and you will not be charged for this hire.

### **HELP KEEP BURBAGE INSTITUTE USERS SAFE: LIVING WITH COVID-19 GUIDANCE**

- 1. Use the hand sanitiser provided**
- 2. Feel comfortable to choose to continue wearing a face covering if you prefer**
- 3. Maintain your personal space and feel comfortable to take turns using confined spaces if you prefer**

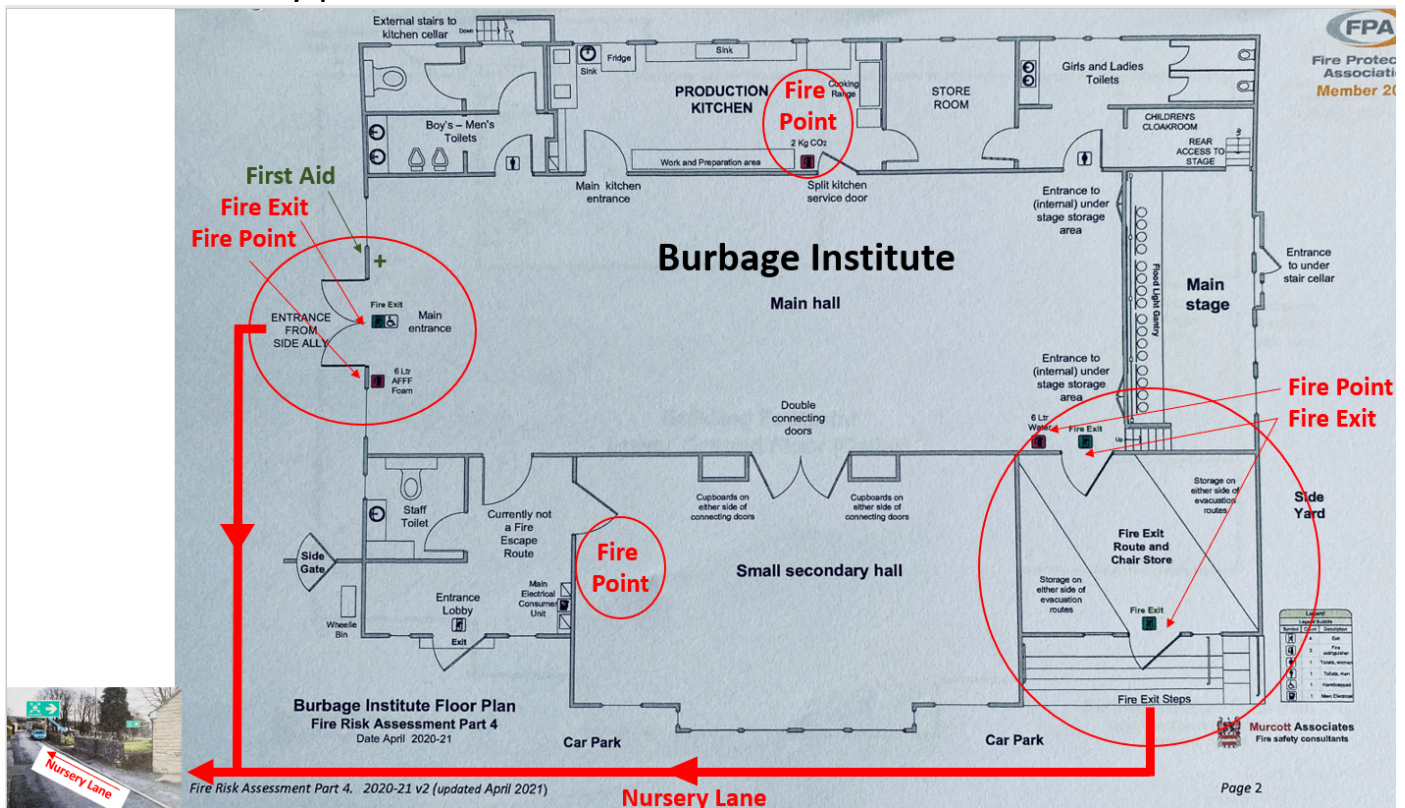
**1<sup>st</sup> May 2022**



## APPENDIX 2: FIRE EMERGENCY EVACUATION POLICY

In an emergency – raise the alarm, evacuate the building and then call 999.

The fire assembly point is: **IN THE CHURCHYARD, OPPOSITE THE BAND HUT.**



**Only after dialling 999 to report the incident and exiting everyone from the building - contact the Trustees via 07980 827 712, one of whom will attend site and coordinate with the emergency services.**

It is the policy of Burbage Institute to eliminate risks from fire, so far as is reasonably practicable. Where fire risks cannot be eliminated, measures are taken to reduce the risk to the lowest practicable level.

Burbage Institute requires all hirers to act in accordance with this Fire Emergency Evacuation Policy. All hirers must adhere to the requirements of the Terms and Conditions of Hire – and are responsible for ensuring that their groups are aware of fire evacuation procedures. A record of persons on the premises during any hiring must be maintained by the hirer, and on evacuation all persons must be accounted for by the hirer. Regular hirers should carry out an annual fire drill with their group. An annual fire drill is conducted by Burbage Institute Trustees.

All fire evacuation routes are clearly marked and lit. A fire risk assessment is conducted in accordance with current legislation, resulting in a documented action plan and appropriate risk control measures. The fire risk assessment is reviewed annually, or more frequently if considered necessary. It is also reviewed after any incident that has caused, or could have caused a fire, and after any failure in fire procedures. Our fire risk assessment is conducted by **Murcott Associates (Contractor)**. Our Fire equipment is maintained by **Murcott Associates (Contractor)**.