

Terms and Conditions of Hire

FOUNTAIN SQUARE CHURCH, TIDESWELL

Please read these before signing the declaration on the Booking Form at the front of this document.

Your use of the church premises is subject to the constraints of English Law, to the general requirements of The Methodist Church and The United Reformed Church, and to the conditions imposed by the Leadership Team as managing trustees. All hirers must be over the age of 18.

1. **SECURITY** - You are expected to take all reasonable precautions to ensure the security of the building and its contents. You must ensure that your group members only access the parts of the building that you have hired (Access to the toilets is included in all bookings.)

Valuables - You should take note, and warn all other users, that money and valuables should never be left unattended in any part of the building.

Lost Property – Any property left at the end of your booking will be collected and kept for a month before disposal. As soon as you (or a member of your group) realise that you have lost something, please contact the bookings secretary with a description of the item and we will attempt to reunite you with it as soon as possible.

2. **REPORTING DEFECTS AND ACCIDENTS** - You are required to report all damage, defects or accidents occurring on the premises. If you discover a situation which you feel could cause an accident this should be reported immediately. Circumstances which make the premises less pleasant or convenient than is desirable should be similarly reported. 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 the cost of repair or replacement.

3. **SAFEGUARDING OF CHILDREN AND VULNERABLE ADULTS** – The individual/organisation making the hire agreement confirms they have read the church's Safeguarding Policy, has an understanding of it, and undertakes to follow it or comparable equivalent guidelines and procedures for the safeguarding of children, young people and vulnerable adults in or at the building. **NB** Whether or not your organisation brings children and/or vulnerable adults onto the premises the Leadership Team expect you will follow good Safeguarding practice as others may be sharing the premises during your hire.

4. **RISK ASSESSMENT** – In compliance with legislation and Methodist Church insurance, hirers are responsible for doing 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, please notify us so that action can be taken.

5. **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 expected to avoid leaving any of the following in areas where the public may have access: obstructions over which a person might trip; any item with sharp edges; objects which might fall from a height; substances known to be hazardous to health; and hand or power tools of any type.

6. PRIORITY IN EMERGENCIES- The church puts the safety of any occupants of the premises much higher than the protection of property. Evacuation should be the first priority in any emergency and the second should be to call the Emergency Services. No one should take risks fighting fires and extinguishers are provided only for use on really small fires.

Emergency Exits - Ensure that all users understand what to do in case of a fire. Ensure that all fire exits are left unlocked whilst you are in the building and that all corridors staircases and doorways are kept free of obstruction. If you are a key-holder who is locking up, you are expected to see that these doors have not been left unsecured.

7. ELECTRICAL SAFETY – Great care must be taken when using electrical equipment on the premises. Permission should be sought before connecting any high power equipment, such as power tools, heaters, cookers and lighting equipment. Low power equipment, such as computers, video projectors and audio equipment may be connected, subject to you taking full responsibility not only for the equipment (and any direct risk from fire or electric shock) but for any consequential effect that the connection of such equipment may have on the electrical installation in the building. The safety of all such equipment is your responsibility and we recommend that all appliances are regularly tested by a qualified electrician, in accordance with the Portable Appliance Testing Regulations. Specifically, coiled extension leads, worn flexes and items with guards that do not meet current British Standards are not acceptable.

8. HAZARDOUS SUBSTANCES - Inflammable, volatile and toxic substances should not be brought onto the premises without prior permission of a church officer.

9. TIDINESS - You are expected to ensure that the premises, including the toilets, are left in a condition which will be acceptable to the next users. Please do not leave any rubbish lying around and if there is an excess amount we ask you take it away for disposal elsewhere. Any spillage or mess should be cleaned up. If you or your organisation sets up furniture we ask that you return it to the place where you found it unless you are instructed to the contrary. Dogs are not permitted in the back hall.

Please switch off lights and close doors when you leave.

10. USE OF KITCHEN - Use of the kitchen to make and serve drinks is included in the hire rates of all rooms. Please note that people using the other rooms may also use the kitchen for this purpose. Using the kitchen to prepare and serve food, must be agreed with the Bookings Secretary at time of booking and is chargeable. The kitchen is not a safe place for children to be and they should not be allowed into the kitchen. The kitchen is a protected area for preparing food. Every effort should be made to avoid contamination of the work-tops by not placing large cartons, shopping bags, handbags or garments on them and by use of the sanitising spray when appropriate. Further guidance will be provided on request. **You are requested to wash up afterwards, bringing your own drying up cloths.**

11. SMOKING - Smoking is not permitted on the premises. This includes E-Cigarettes

12. ALCOHOL - It is a strict rule of the Methodist Church that no alcoholic drinks may be brought onto the premises.

13. RAFFLES - Raffles are permitted providing they meet the following guidelines:

- a) Tickets may only be sold on the premises and while the event is in progress.
- b) Not more than £50 can be spent organising the raffle and on prizes. (This limit does not include gifted prizes).
- c) The award of cash prizes is prohibited.
- d) The award of prizes containing alcohol or other intoxicants is prohibited.

14. FOUNTAIN SQUARE CHURCH ACTIVITIES - You are reminded that certain essential church functions may have to take precedence over other activities. Special services, such as funerals, may be arranged at short notice.

15. RELIGIOUS ACTIVITIES– The Leadership Team have a responsibility to keep under review the teaching given at any religious meetings held in the Building. As part of this, a member of the Leadership team may ask for more details of your organisation, or may come along to some of your sessions.

16. COURTESY - Within such a large building it is quite likely that other users may be sharing the premises with you and your organisation. Please observe reasonable courtesy so as to avoid spoiling their activity. Please respect our neighbours when leaving or entering premises, particularly at night or early morning, and ensure that your group members also show this respect. Also, please ensure that levels of sound (eg from amplified music) do not disturb our neighbours. Any evening bookings must end before 11pm to comply with Local Authority licensing regulations.

Parking – We do not have any parking spaces available at Fountain Square Church. Users must park legally and conscientiously, ensuring that traffic can flow freely along Fountain Street. Do not park in front of Sunny Lea Cottage or Wesley Villa (our neighbours at either side) or block the bottom of our access ramp.

17. STORAGE - You may only store items on the premises if space has been specifically allocated to you.

18. DISPLAY MATERIAL - Please ask if you want to display any posters or leaflets in the church. No posters or other material may be left on display on the church premises without permission of a church officer. Offending material will be removed without consultation. Temporary displays and signs, used immediately before and during an event, should be secured to appropriate display boards. Please do not use Blue-Tac, Sellotape, pins etc. on interior paint-work or pins in exterior woodwork.

19. INSURANCE - If you use the premises on a regular basis - i.e. more than 3 occasions during the year - you are required by The Methodist Insurance to have your own Public Liability Insurance. Evidence of insurance will be requested when new bookings are being set up. You are also advised to consider having your own insurance to protect your members and property.

20. PAYMENT and NOTICE PERIODS– You will be charged for your period of hire based on our current charges. The cost will be agreed by our Bookings Secretary. We reserve the right to adjust these rates annually. For one off bookings, we may require a 50% deposit to confirm your booking and the balance may be required prior to the period of hire. For regular bookings, groups will be invoiced at the end of each month and the bookings secretary must receive 2 weeks notice before a regular booking ceases.

21. DATA PROTECTION - The Managing Trustees care about the Hirer's privacy and the Hirer's trust is important to the Church. The Privacy Notice available online (www.tmc.org.uk/about/data-protection/managing-trustees-privacy-notice) and displayed at the Building explains how the Managing Trustees collect, use and protect the Hirer's personal information. It also provides information about individuals' rights (paragraph 9 of the Privacy Notice) and who to contact if individuals have any questions about how Managing Trustees use their information (paragraph 1 of the Privacy Notice). The Managing Trustees will provide the Hirer with a PDF or hardcopy of the Privacy Notice on request and will try to deal with any questions that the Hirer may have about the Privacy Notice including any accessibility issues.

22. THIRD PARTY RIGHTS - A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

23. GOVERNING LAW - The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

24. JURISDICTION - Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

25. CANCELLATION POLICY - If you need to cancel a booking, this must be given in writing at least two weeks before the booked date(s). Cancellations of less than two weeks' notice will incur a charge: 1-2 weeks' notice – 50% of the agreed booking fees; less than one week – full fees.

In this document, the terms "Users" and "You" refer to the individuals, groups or organisations who make use of the church premises for meetings or other activities. "The church premises" refers to the buildings known as Fountain Square Church, Tideswell. "The Methodist Church" means the Methodist Church in Great Britain, The United Reformed Church means The United Reformed Church in Great Britain and "The church" and "The Leadership Team" refers to the Leadership Team of Fountain Square Church, Tideswell the members of which are the managing trustees of the premises.

For bookings queries email: fountainsquarechurch@gmail.com

At the end of the Hire Period, please ensure that:

- **The Premises are left in a clean and tidy condition;**
- **The toilets have been checked to make sure that they are flushed and clean;**
- **The Premises and all windows are properly locked and secured;**
- **Any items moved from their usual position during the Period of Hire shall be repositioned in their original places to the reasonable satisfaction of the Managing Trustees;**
- **The lights at the Premises, and the rest of the Building if appropriate, are turned off;**
- **All breakages, accidents and damage are reported using the correct forms;**
- **All equipment goods and/or other property belonging to the Hirer is removed from the Premises and/or the Building.**