

TERMS AND CONDITIONS OF HIRE, INCLUDING SAFEGUARDING AGREEMENT

Thank you for your interest in booking a space at St Mary's Church Hall. We work hard to maintain our hall and in offering it as a resource to our local community. We are sorry that this document is so long, it does all require your attention though as we seek to keep all our users safe.

In agreeing to our terms and conditions, you are confirming that you abide by the terms set out in this document, including the safeguarding agreement. Please familiarise yourself with this document.

Once availability for your booking is confirmed, please make payment within a week of receiving the invoice.

CHURCH HALL STANDARD CONDITIONS OF HIRE

St Mary's Church is pleased to let the hall premises as part of our involvement with our Community.

These standard conditions apply to all hirings of the Hall and should be read in conjunction with the Hall Booking Form and our Safeguarding Information for Hall Hirers.

If the Hirer is in any doubt as to the meaning of anything in these documents, the Hall Administrator should be consulted.

S1 Definition of Premises

1. The premises are defined as the Church Hall at St Mary Marshalswick, together with the associated facilities (the kitchen and toilets). Reasonable access to and from the Church Hall through the Entrance Hall is permitted, but the Entrance Hall is not to be used for any other purpose without the prior approval of the Hall Administrator
2. No access to or use of the Church, vestries, store room, 'small hall' or the Church grounds is permitted without the prior permission of the Hall Administrator.

S2 Use of Premises

St Mary's Church is pleased to let their hall premises but do ask that all hall users help keep the buildings in good order and show consideration for other groups by complying with the following:

1. The maximum number of users allowed on the premises at any one time is 100.
2. The minimum period of hire is one hour.
3. By law, there is to be NO SMOKING anywhere on the premises.
4. No drugs allowed on the premises. Alcohol only allowed with permission from St Mary's. (See the booking form).
5. 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 (*which includes raffles*).
6. No ball games are permitted, unless under supervision and using a foam ball.
7. The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.
8. No loud music is permitted as we are in a residential area.
9. No publicity materials to be left on the premises without prior permission.

10. Any breakages or damage to be reported to the hall administrator.
11. No animals (including birds) except assistance dogs are to be brought into the premises, other than for a special event agreed to by the Hall Administrator. No animals whatsoever are to enter the kitchen at any time.
12. The PCC 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 (unless otherwise agreed in advance.)

S3 Vacating the premises

When vacating the premises after use, please ensure that:

1. Guests to leave quietly as St Mary's is in a residential area.
2. Toilets are left clean and tidy.
3. Any litter is taken away from the premises. The Council will not collect waste generated from those who hire our premises. We do not have the facilities to dispose of nappies/sanitary waste therefore these should be taken away with your rubbish.
4. All furniture used should be put away. It should be stacked/stored at end of event in accordance with the plans/photos displayed. Please lift all chairs and tables rather than dragging them as this can damage the floors.
5. The floor is swept. (Brooms can be found in the cupboard to the left of the door to the kitchen.)
6. Members of your group vacate the premises as soon as the activity has ended, and noise is kept to a minimum. Please also ensure all setting up and clearing is included within your allocated clearing up time.
7. If the kitchen is used, all items used are cleaned and tidied away and the work surfaces and floor cleaned. Any bottles etc. brought should be taken away. No food should be left on the premises. The rubbish bin should be emptied and the rubbish taken away from the premises.
8. All windows and fire doors are closed.
9. Evening events must finish at 10.30pm, all guests be out by 10.45pm, and clearing up be finished by 11pm.

S4 General Conditions

St Mary's Church reserve the right to:

1. Refuse bookings from any group or activity applying for use.
2. Refuse future use of the building to any group or activity which in the church's opinion may not have previously complied with the conditions of use.
3. Make an additional charge to groups to cover the costs of any breakages, damage or additional heating or lighting costs incurred.

S5 Cancellation

1. If the Hirer wishes to cancel the booking before the date of the event and the PCC 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 PCC. We need two weeks' notice of cancellation.
2. The PCC reserves the right to cancel any hiring by written notice to the Hirer in the event of:
 - a. the premises being required for church activities (in which case as much notice as is practicable in the circumstances will be provided and alternative bookings will be offered, where possible).

or

the PCC 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 the hiring.

or

b. the premises become unfit for the use intended by the Hirer.

In any such case the PCC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

S6 Use of Car Park

1. Hall users are welcome to use the church car park, but are asked not to double park or block people in.
2. Please note that there is a three-hour parking limit in the private shoppers car park at The Quadrant.
3. There are three car parks which belong to the local Council which currently do not have time restrictions. These are situated adjacent to the park on Sherwood Avenue and behind and to the left of Marshalswick Library.

S7 Payment of Accounts

1. Regular users will be invoiced at the end of each term. Payment within one month would be appreciated.
2. Occasional users will be asked to settle in full at within a week of receiving an invoice.

S8 Safeguarding - Children and Vulnerable Adults

Hirers are responsible for safeguarding any children or vulnerable people in their care. They must agree to adhere to the Safeguarding Agreement on booking.

S9 Public Liability Insurance

1. All hirers should have their own public liability insurance. Private individuals should ensure they are covered by their own home insurance. Those hiring others in, such as party entertainers, or professional caterers, should ensure they have their own public liability insurance.
2. If you use a Bouncy Castle this must be insured on your own home insurance or the supplier's as it is not covered on the church's. You must also inform us if you will be using a bouncy castle. This can only be used in the halls.

S10 Fire Safety

1. The hirer is required to read and understand the 'Fire Evacuation Procedure' and to comply with this as necessary.
2. The evacuation map is on a notice board in the entrance hall and hirers should familiarise themselves with this and also with the location of fire extinguishers and fire exits.
3. All hall hirers, regular and occasional, are responsible for ensuring that at least one adult monitors the fire doors at all times.
4. Users and hirers are responsible for identifying their own specific fire hazards relevant to their own use and identify specific people at risk (i.e. children, disabled or elderly or large numbers).

5. In all probability there may not be many measures that you need to take that you may not already be doing. However as a check you should:
 - a Ensure you do not place any tables, chairs or equipment where they could block any door or fire exit.
 - b assess what specific fire risks there may be in your use of the premises (use of inflammables materials i.e. candles, tealights, certain glues etc; sources of possible fire in materials, location of boxes/bags of paper or clothes including rubbish that might accidentally catch fire)
6. Occasional hirers are also responsible for conducting their activities with fire safety in mind, and ensuring their users are aware of the fire exits and adequate help is available to assist any vulnerable people.

S11 Health and Safety

1. If you have any health and safety concerns, please consult the Hall Administrator
2. Accidents must be recorded in the Accident Book in the Kitchen.
3. The Hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.
4. The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order and used in a safe manner and comply with the Electricity at Work Regulations 1989.

S12 PCC right of access

The PCC retains the right to enter any part of the premises at any time in order to ensure the Hirer's compliance with these Standard Conditions.

S13 Regular Hire

The PCC may at its discretion enter into agreements for regular hire of the premises. Such agreements are subject to termination by one month's written notice by either party.

We hope that all our hall users will enjoy using our premises and will leave them in the condition in which they would like to find them.

SAFEGUARDING AGREEMENT FOR HALL HIRERS

The Parochial Church Council of St Mary Marshalswick, St Albans has policies for Safeguarding Children and Young People and Vulnerable Adults. Copies are on our website. Your booking agreement is conditional upon you complying with them unless you already have equivalent policies of your own.

You 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 that, if you are an organisation, you carry full liability insurance for this.

In particular this means that:

- you will comply with the St Mary's good practice guide with children and young people or vulnerable adults unless you already have equivalents;
- you will provide the church with a copy of your organisation's Safeguarding Policy/ies or if you do not have one adopt the current St Mary's policy;
- you 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;
- you 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;
- **you will inform the Parish Safeguarding Officer at the earliest opportunity of:**
 - a. the occurrence of any incidents or allegations of abuse or causes of concern relating to members or leaders of your organisation, and contact details for the person in your organisation who is dealing with it
 - b. any known offenders against children or vulnerable adults seeking to join your membership, and manage such allegations or agreements with offenders in co-operation with statutory agencies, and with the church.

In the event of an urgent safeguarding issue, then please call the Churches Child Protection Advisory Service (CCPAS) out of hours line on 0303 003 1111 for advice unless it is an urgent police issue.

St Mary's Parish Safeguarding Officer is

Andrea Bootle Email safeguarding@marshalswick.org.uk
St Mary's Church, 1 Sherwood Avenue, St Albans, Herts. AL4 9QA

Phone 07429 657763

St Mary's PCC 12 January 2021

Thank you for your co-operation.