



*St Michael with St Mary*

**Memorial Hall, Branch Road, St Albans, AL3 4SS**

## **Terms and Conditions of Hire**

The hire of the Memorial Hall is arranged on behalf of St Michael's Parochial Church Council (PCC) and is subject to the following Terms and Conditions. In signing the accompanying booking form, you agree to abide by the Terms and Conditions as described in this document. The PCC agrees only to provide those facilities and services detailed in writing on the booking form.

### **CONDITIONS OF HIRE**

1. The PCC reserves the right to cancel or refuse a booking without a reason being stated. Ecclesiastical demands have an overriding priority such that, whilst these are usually planned well in advance, there may be rare occasions when it is necessary to cancel a hiring at short notice. In these circumstances all hire charges paid will be refunded.
2. The terms of the lease, on which the PCC holds the land, states that the Memorial Hall is for the benefit of the parishioners of St Michael's, and, as such, that priority will be given to lettings which intend to serve this local community.
3. Parish buildings are open to all sections of the community so long as the proposed use is compatible with the values of the Church of England and are not used by those who unfairly discriminate.
4. The person signing the Booking Form shall be known as 'The Hirer'.
5. The Hirer must not use the premises for anything other than that stated on the booking form. Sub-letting or other transfer of the booking is strictly prohibited.
6. The Hirer (or nominated adult, whose name and address must be provided to the Hall Administrator prior to the event) shall be present during the whole period of the booking.
7. The Hirer is responsible for the safety and conduct of attendees, the security of the hall and its contents during the period of hire.
8. The maximum number of people using the main hall shall not exceed one hundred and fifty (150).
9. Toddlers-In Nursery school privately lease rooms onsite, and these are located in the corridor, not in the main hall. On occasion, these rooms may need to be accessed by a member of Toddlers-In staff who will announce themselves on arrival, and not interfere with the existing hirer onsite.
10. The Hirer is responsible for any damage that may be done to the structure, fabric, furniture and fittings during or in consequence of the hiring. In the event of any such damage, the PCC will make good and the Hirer, by the acceptance of these conditions, shall be deemed to have undertaken to pay the cost of any such repair.
11. The Hirer must report any damage to the Hall Administrator within 3 working days.
12. All of the property brought on site by the Hirer must be removed at the end of the hire period.
13. In order to preserve the interior of the hall, no additional fixings (eg. tacks, blu tack or tape) can be used. All decorations must be removed from the site at the end of the booking.
14. The Hirer must accept full responsibility for ensuring that the premises are left in a clean and tidy condition at the end of the hire period. Tables must be wiped down and any furniture used must be returned to its original position. Any outside space used must be left tidy and free of any waste and waste bags.
15. Out of respect to local residents, all events must cease and guests/hirer have left the site by 10.30pm.
16. The Hirer must ensure that they bring sufficient black bags for any waste generated during their event, e.g. which can be put in the large lidded bin by the entrance (2 bags maximum). Under no circumstances are aerosol cans, used batteries, broken glass or used PPE to be placed in the bins; these are considered hazardous waste by our insurers and must be taken off site by the Hirer when they leave. Any waste including bottles, cans and glasses must be removed off site by the hirer at the end of the booking period.
17. All toilets must be flushed and left in a clean and tidy manner for the next hirer.
18. All nappies and wipes must be removed from the building; disposal of either in the bins or by flushing is not permitted.
19. The Hirer is responsible for leaving the premises in a secure manner by ensuring that all windows are fully shut, lights are switched off, and doors are locked.

20. Smoking or Vaping is not permitted in any part of the building or the car park.
21. Bouncy castles and soft play are permitted inside the building only.
22. Fireworks are not allowed on any part of the premises.
23. Barbeques and naked flames (with the exception of cake candles) are not permitted on any part of the premises.
24. No animals are permitted on site, except guide dogs.
25. The kitchen door must be closed fully at the end of the hire session, do not leave it on the latch.
26. As the kitchen is not licensed by the Environmental Health Authorities it must not be used for the preparation and cooking of food from raw ingredients. It may be used for re-heating previously prepared food or for keeping it hot only.
27. **Alcohol:** The premises is not licensed. Alcohol can be consumed at a private function if given away. Alcohol that is sold during the hire period or is included in a ticket price must be subject to a Temporary Event Notice (TEN) obtained from the council. It is the responsibility of the Hirer to ask permission from the Hall Administrator before applying for a TEN from the local Council. A copy of the notice must be provided to the Hall Administrator before the event takes place, with a copy being displayed throughout the event.
28. The PCC accepts no responsibility for illness, accident, injury or death to any person resulting from their own negligence or negligence of the Hirer. Damages, loss or theft of any property belonging to the Hirer or to other persons attending the event are not covered by PCC Insurance.
29. Regular hiring groups, requiring appropriate Public Liability Insurance for their activities - this should be a minimum underwriting of £2,000,000 - must provide a copy of the Insurance Certificate to the Hall Administrator on an annual basis. Your hire is at risk if you do not provide this.
30. With the exception of pre-existing arrangements, the PCC is not able to store any hirers' property as the PCC Contents Insurance does not cover any equipment brought onto the site by hirers. All equipment and materials, should be covered by the Hirer's own insurance and removed at the end of the hire period.
31. The onsite car park is only available to the Hirer and guests for the duration of the booking. Please note: cars are parked entirely at the owner's risk – the PCC accepts no responsibility for their safety and security. Additional guest parking is available on the surrounding roads; please be considerate to the local residents and park responsibly.
32. Any overnight unauthorised stopping in the car park is a trespass offence and subject to prosecution.
33. A four digit access code will be given to the Hirer by the Hall Administrator prior to the event, on the condition that payment has been received in full.
34. Please do not arrive early, bookings can not overlap due to Safeguarding of any hirers still occupying the building.

### **35. HIRE CHARGES:**

36. The minimum booking period is one hour.
37. Hire charges are hourly but a half hour charge can be included in the booking if required.
38. To secure the booking, full payment by electronic transfer is due on receipt of the invoice. We do not accept cash or cheques.
39. Failure to comply with any of the Terms and Conditions will result in contact from the Parish Treasurer to the Hirer to recover the cost of any repairs incurred.

### **40. CANCELLATION POLICY:**

41. If you have to cancel your booking, the following applies:
  - Within two weeks prior to use of the venue: No refund will be given
  - Two weeks - one month prior to use of venue: 50% of hire amount will be refunded
  - Over one month prior to use of venue: 100% of hire amount will be refunded
  - Refunds will be processed within 15 working days.
  - There are no charges for rescheduling dates providing the new date is booked and taken within three months of the original booking.
42. All hirers are responsible for the safeguarding of children and vulnerable adults during their use of the hall. Please see our safeguarding policy on the website, by making a booking you agree to this or you must have your own policy in place. Please note a copy of your policy may be requested by the Hall Administrator.