



## Terms and Conditions of Hire & Use

### Introduction

Welcome to the Village Heart! The St John's Parochial Church Council ("the PCC") encourages the use of the building and grounds by a wide variety of members of the local community and we welcome all people into this versatile, multi-purpose space.

The contents of the Booking Form, combined with this document, sets out the terms upon which The Village Heart can be hired.

In this document, when we use the following terms they have the following meanings:

- "Booking Form" means the form setting out the particulars of the Hirer's request including, for example, the dates and times of hire, the agreed purpose, and any special conditions;
- "Hire Charge" means the price for hiring the Village Heart for the Hirer's requirements as set out in the Booking Form;
- "Information Pack" means the information and user guide regarding, amongst other things, the use of the Space generally and the equipment within it, and the condition in which the Space should be left at the end of the Hire Period;
- "Security Deposit" means the required deposit to cover any damages, breakages or cleaning of the Village Heart needed following a Hire Period;
- "Hire Period" means the period of hire stated on the Booking Form when the Village Heart is available for use by the Hirer;
- "Hirer" means the person or company who is hiring the Village Heart for an approved purpose;
- "Hirer's agreement" means these terms, together with the Booking Form, and where there's any direct inconsistency between the two, the Booking Form prevails;
- "Village Heart" or the "Space" means the Village Heart at St Johns, St John's Church, Church Street, Donisthorpe, DE12 7PX;
- "User" means an individual who enters the Space during the Hire Period;
- "we/us" or similar means the PCC or the Village Heart Management Group who manage the daily running of The Village Heart on their behalf;

### General

The Village Heart is situated within St John's Church which is a Grade 2 listed building. Therefore, we are under a legal duty under Canon law to preserve the building and its paramount purpose as a church. As such, all Users of it must be mindful of this, and both careful and respectful in their use of it.

Whilst we welcome people of all faiths (or none!) for social activities, St. John's Church is a Christian house of worship and therefore there are some circumstances where we may not be able to accept your booking. Principally, we are unlikely to accept bookings for religious or spiritual activities which are overtly non-Christian in nature.



## Booking The Village Heart

To make a booking at the Village Heart, please follow these simple 5 steps:

1. Check whether the Space is available on the day you have chosen
  - Please take a look at the online Calendar to check when it is available.
  - If you have any difficulty fitting your event (or events) in please send us a message, and we will do our very best to accommodate you.
2. Read the documents: Terms and Conditions of Hire and Pricing/ Hire Charges
3. Click on “New Booking” and fill in the form. Please make sure that you have:
  - Booked enough time to set up at the beginning and clear up after your event
  - Familiarised yourself with the Terms and Conditions of Hire
4. One of our friendly unpaid volunteers will be in touch, within 48 hours to discuss your enquiry with you and arrange a showround of the space, if required,
5. Payment is due within 14 days of your enquiry or 14 days before the event date, whichever comes first. Your booking is confirmed once you have received a confirmation email from the team.

## Use and Conduct

1. The Hirer shall, during the period of hire, be responsible for the behaviour of all people using the Space and must ensure that activities are conducted in an orderly manner, minimising annoyance and nuisance to our neighbours. We reserve the right to impose additional conditions on your use of the Village Heart in order to achieve this aim.
2. The Hirer shall, during the period of hire be responsible for the Space, its fabric and contents. If there is any damage, breakage, or loss during the Hire Period, we may charge the Hirer for the reasonable cost of remedying it.
3. Car parking facilities are limited. The Hirer must always ensure that everyone in their party parks responsibly and with consideration to residents of neighbouring properties.

## Licenses and Risk Assessments

1. The Village Heart does not have a licence to sell alcohol. Therefore, for all functions there are 2 options to legally consume alcohol when hiring the Space:
  - **Option 1-** Bring your own alcohol for your own consumption – this is the simplest method to consume alcohol at all functions. Under no circumstances should alcohol be sold to other people whilst on the premises. It is the hirer’s responsibility to ensure that no one under 18 consumes alcohol.
  - **Option 2-** If you are organising a function we have a collaboration with The Halfway House (the public house also situated on Church Street, Donisthorpe), who are able to arrange the appropriate licence so that they can cater to sell and serve alcohol at the event.
2. Alcohol cannot be consumed beyond the confines of the churchyard. We would remind users again of the need to be respectful of our neighbours, and therefore alcohol must not be consumed on the road or pavement areas.
3. The Hirer is responsible generally for compliance with all laws and regulations which apply in relation to their (and their users’) use of the Space. This includes, without limitation, ensuring that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.



4. The Hirer shall ensure compliance with such licenses, and the regulations or other requirements which have been made or attached to the licence by the relevant statutory authority
5. The Hirer shall comply with any restrictions regarding duration and volume of music. Need to confirm here and explain what these are
6. We have carried out a risk assessment for the general use of The Village Heart and a copy is available for inspection both on the website and in the Space itself. The Hirer is responsible for reading this and ensuring they are familiar with it.
7. The Hirer is additionally responsible for carrying out any risk assessment necessary for their specific use of the Space, prior to the event.

### **Health and Safety**

1. The Hirer is responsible for ensuring that all Users of the Space act in a responsible manner and ensuring that no User endangers others by their actions or omissions.
2. Smoking or vaping is not allowed in the building. The Hirer is responsible for ensuring that any smoking or vaping is restricted to the designated smoking area. Cigarette waste should be disposed of in the receptacle provided and conducted considerately in a safe manner.
3. No unattended candles, tealights or naked flames are permitted in any part of the Space.
4. Fire exits are clearly marked. The fire assembly point is the gate entrance to the churchyard. The Hirer must make themselves aware of all fire exits and extinguishers. Fire exits, extinguishers, and all other external exits must be kept clear, free from obstruction and free to open throughout the Hire Period.
5. For all events where amplified music is played, the external doors and windows must be closed.
6. The Hirer is responsible for complying with all applicable health and safety laws, as well as the safe use of any electrical equipment brought into the Space. Such equipment must be identified at the time of booking and Public Liability Insurance cover must exist for this equipment.
7. Without adequate insurance cover this equipment must not be used, and The Hirer will not be allowed to bring the equipment to the premises.
8. For safety reasons, unsupervised children under the age of 16 are not allowed in the servery or on the balcony.
9. The Village Heart is a dog-friendly environment and we welcome responsible dog owners. Hirers are entirely responsible for the behaviour of dogs using the Space and must ensure that they are kept under control at all times, be kept off the furniture and any mess must be cleaned up immediately. Dogs are not permitted in the servery area.
10. If the servery equipment is used, the safety instructions must be complied with at all times.
11. A first aid kit is available in the servery.
12. Please treat the churchyard with respect; it is a burial area. The churchyard and surrounds are potentially hazardous areas.
13. The Hirer must record any personal accidents in the Accident Book and any damage to the Space, or failure of equipment (including tables and chairs) in the Log Book (both of which can be found in the servery).
14. Bonfires, sparklers or fireworks in the building and/ or grounds are strictly forbidden.



## Liability and Insurance

### Insurance Requirements

All uses of The Village Heart must be covered by Public Liability Insurance.

1. This is included in the Hire Charge provided that the hire is for a single event of a non-commercial nature (e.g. a party; a small, one-off fund-raising event for a non-profit organisation). If your event is of this kind, then you will not need to obtain your own insurance.
2. If there is any loss or damage which is covered by the PCC's insurance, and such loss or damage has occurred during the Hire Period, then despite the fact that the PCC will seek recompense through its own insurance, the PCC may charge the Hirer for any excess prior to the insurance responding.
3. There are however some specific items that the Village Heart's insurance policy does not cover in ANY circumstances. These are:
  - bouncy castles or other inflatables, fly walls, bungee equipment or any similar activity equipment;
  - injury or other damage suffered by one participant in a sporting activity caused by another participant;
4. So even if your event is a single event of a non-commercial nature, you will need your own insurance in these circumstances.
5. If you are required as per the above to take your own insurance, you will need to provide a copy of the insurance certificate when making your booking request. This will need to cover public liability (which must include bodily injury) and property damage which is caused during the Hire Period, that your insurance will respond first, and there is no waiver of subrogation. This is a minimum however, and it is the duty of the Hirer to decide what constitutes adequate insurance for their use of the facilities and to arrange insurance, notably if using third party entertainers or equipment.

### Liability Matters

1. The Hirer indemnifies the PCC against any damages, liabilities, costs, losses or claims (whether direct or alleged by a third party) arising from the Hirer's use of (or right of access to) the facilities.
2. The PCC accepts no responsibility or liability for any loss or damage to any person or property, nor any accident, damage, loss, injury, expense or inconvenience whether to persons or property which the Hirer or any other person may suffer or incur arising out of or in any way connected with the Hirer's hire of the Village Heart, including without limitation equipment, valuables or other property brought onto the premises by the Hirer, howsoever such injury, loss or damage may be caused. The PCC shall not be liable for any loss of profit, loss of business opportunity, or for any indirect or consequential losses, whether foreseeable or not, arising by virtue of the Hirer's booking of the Village Heart. To the maximum extent permitted by law, the PCC's liability under a booking (and whether arising through breach of contract, tort, breach of statutory duty or otherwise) shall be limited to 125% of the Hire Charge. Nothing in these terms however shall be construed as attempting to exclude or limit the PCC's liability beyond the extent permitted by law.



## Security

1. The Hirer is responsible for the security of the Space, the contents, and their use, during the Hire Period.
2. The Hirer is the designated responsible person and should be present at The Village Heart at all times during the Hire Period.

## Safeguarding Children and Vulnerable Adults

3. The Hirer is required to ensure that children and vulnerable adults are kept safe and protected at all times they are using the Space, in line with applicable laws and best practice, and if relevant to your activity, an appropriate policy.
4. The Diocese has a safeguarding policy at which applies to its activities as a Church. This can be viewed here: [www.leicester.anglican.org/about/safeguarding/](http://www.leicester.anglican.org/about/safeguarding/)

## Equipment

1. Where Hirers are making use of the equipment provided, they must comply with the Information Pack in relation to the use and care of the equipment.
2. Users must not leave their equipment or belongings at The Village Heart without written permission obtained from us, and equipment labelled with the User's name.
3. Where permission is granted, we accept no responsibility for any equipment or belongings left in the Space. The Hirer must make arrangements for adequate Insurance to cover these items. Property left in the Space without written permission may be removed and disposed of without notice.
4. It is the responsibility of the Hirer to ensure that any electrical equipment brought into the premises for use has a valid Portable Appliance Testing (PAT) Certificate
5. Gas bottles are not allowed in the building.

## Bookings, Charges and Cancellations

1. A Security Deposit of £50 is required at the time of booking confirmation, in addition to the Hire Charge. For evening parties, this is £150. The deposit should be paid online together with the booking fee. This will be returned to the originating account within 7 days of the Hire Period, but is subject to a satisfactory inspection by a member of our team. If in our reasonable opinion, these hire terms (including without limitation the requirements of the Information Pack regarding the condition of the Space and equipment at the end of the Hire Period) have not been complied with, then we are entitled to make deductions from the Security Deposit.
2. In the case of a series of regular bookings, we only require one deposit of £50, which will be held for each subsequent booking. If it is necessary to use the deposit, then a further deposit will need to be provided to bring the deposited moneys back up to the required level.
3. Bookings remain provisional until the Hire Charge and Security Deposit are paid. These can be paid by bank transfer to:  
Lloyds Bank Account Number: 01332112 Sort Code 30-91-47  
Please quote your invoice number and surname in the reference.  
Payment can alternatively be made in person by credit or debit card.
4. Payment is due within 14 days of your enquiry or 14 days before the event date, whichever comes first.



5. Once we receive payment of the Hire Charge and Security Deposit, we will confirm your booking following the process set out in in the 'Booking the Village Heart' heading above.
6. The Hire Charges cover the use of the nave (and sanctuary where agreed), servery, toilets, and consumables (excluding any items belonging to other Users of the Space). Cleaning materials and tea towels are not included. Please refer to The Village Heart floorplan.
7. Bookings cancelled within 14 days of the event will forfeit 50% of the Hire Charge. Bookings cancelled within 7 days of the event will forfeit 100% of the Hire Charge. Unless, in both cases, the space can be re-let for the same agreed Hire Period.
8. Failure to fully vacate the Space in compliance with the Information Pack at the end of the Hire Period may incur an additional charge.
9. For evening parties and events, a clean-up period may be booked the following morning providing the Space isn't already booked. If the following morning already has a booking, then you will need to ensure that all clean-up takes place within the Hire Period.
10. Bookings for events to be held on special calendar days, e.g. New Year's Eve, are subject to approval by the Village Heart Management Group
11. In extraordinary circumstances, we may need to rearrange your booking. We will only do so due to circumstances outside of our control, and will try to give you as much notice as possible if we have to do this.

## General Conditions

1. No posters, banners or documents shall be fixed to the walls, doors etc. A noticeboard is provided.
2. Any decoration of the premises for events must be removed immediately after the event and should leave no damage or marks on walls, doors etc. Repair of any such damage will be charged to The Hirer.
3. At the end of the Hire Period, the Space must be left as it was found; clean, tidy and in good condition (including toilets and servery if used). All litter, rubbish, recycling, food, and kitchen waste must be removed and taken away by the Hirer. Suitable refuse and recycling bags will be provided for this purpose. Any cleaning required must also be undertaken. Please refer to the Information Pack for more detail.
4. Following the event, it is the Hirer's responsibility to ensure that all doors and fire doors are secure and locked, all windows are closed, and all lights are switched off.
5. Should the Space be left in an unsatisfactory state, a cleaning fee will be charged.
6. These terms and conditions of hire may be updated from time to time without notice. For the avoidance of doubt, this will not affect the then-current version of the terms and conditions which were in force at the time of the booking from applying to that booking.

## Oversight of Events

We reserve the right to enter the space at any time during an event, if we have reason to believe there may be a problem or they have received a complaint, and to immediately impose further conditions or curtail the event, with the assistance of the Police if necessary, for the welfare of neighbours, guests, or the safety of the Village Heart.