

St John's Church, Hartley Wintney & St John's HW Limited

Terms and Conditions of Hire

In respect of the church, the "Management" means the Parochial Church Council of the parish of Hartley Wintney with Elvetham. In respect of the church centre, the "Management" means St John's HW Limited [trading as St John's Trading Company] acting by its duly appointed Church Centre Operations Team. In each case, for day-to-day purposes the Management's appointed and authorised representative is the Bookings Administrator. The "Hirer" is the person who signs the booking form. A "Group" is a party charging attendees for Goods or Services to whom all Hirer terms also apply. The "Premises" are the whole or any part of the buildings and grounds, subdivided into the church, and the church centre and grounds.

1. Introduction

These standard conditions apply to the hiring of any part of the Premises. If the Hirer is in any doubt as to their meaning, the Bookings Administrator should be consulted.

2. Use of the Building

Lettings/hirings of the Church and Church Centre are at the entire discretion of the Management. Consent to any specific letting/hiring will only be given when the Management determines that such use accords with the purposes and mission of the Church in the Parish and is consistent with the Church Centre forming part of the Premises. All bookings are to be regarded as unconfirmed until the consent of the Management to the particular use has been given in writing.

All details of the intended use of the Premises must be submitted on the Booking Application Form and discussed fully with the Bookings Administrator at the time of application. Approval from the Management may be needed before confirmation of a booking can be given. The purpose of hire shall be clearly stated on the Booking Application Form and the Hirer shall not use the Premises for any other purpose or allow more people to use the Premises than stated on the Booking Application Form.

The Hirer may not sub-hire the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way, or do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof or, in the reasonable opinion of the Management, do anything which may bring the church into disrepute.

The hiring agreement constitutes permission to use only the specified parts of the Premises and confers no tenancy or other right of occupation on the Hirer. The period of hire must include adequate time for arrival/setting up and for clearing away/vacating. The Hirer may only use the Premises for the period stated on the Booking Application Form.

The church pews will accommodate a maximum of 250 people. Up to 50 additional seats can be accommodated providing these do not restrict the aisles or exit routes.

Hirers wishing to use the church's AV system will either need to provide suitable people for training in the use of the equipment prior to the event or they will need to pay an appropriate charge for St John's to provide operators.

Use of the church organ, electronic keyboard or other musical instruments by competent musicians will normally be permitted at the discretion of the Management for which an additional charge will be levied.

All activities shall be finished by 11.00pm (11.30pm on Friday and Saturday). The Premises shall be cleared and vacated by 11.30pm (12 midnight on Friday and Saturday).

Where tables, chairs and other facilities are used, the Hirer will be responsible for taking these out of storage and setting up as required and afterwards for taking down and re-storing. Ball games are only permitted on the Premises subject to the agreement of the Management.

3. Booking and Payments

All bookings shall be made with the Bookings Administrator. Provisional bookings will be held for up to 14 days pending confirmation. To confirm the booking, a down payment of 25% of the full hire charge is required. If a provisional booking is not confirmed within 14 days, the facility will be released for other bookings.

At booking, a Booking Application Form shall be completed which will require:

- the full contact details of the Hirer
- details of the purpose for the hire and the proposed activities
- the Hirer's proposals regarding the serving or consumption of alcohol or any other activity which may require a licence or any activity which, according to these Terms and Conditions of Hire, may require permission from the Management
- details of the provisions for supervision of children or youth.

The balance payment shall be paid in full at least one calendar month before the event. A refundable deposit (normally £100) may also be required with the final balance. The deposit will be refunded within 14 days of the termination of the period of hire provided that no damage or loss has been caused to the Premises hired and/or their contents during the period of hire and that there has been no other breach of the Terms and Conditions.

The rate charged will be the current rate at the date of hire.

The Management is entitled to refuse any application for hire without being required to give any reason for such refusal at its absolute discretion.

4. Cancellation

4.1 Cancellation by the Hirer

All cancellations shall be made in writing to the Bookings Administrator. If the Hirer cancels a booking before the date of the event, the amount refunded will be subject to the following deductions based on the date when written confirmation of the cancellation is received by the Bookings Administrator. The deduction is to compensate for the administrative costs involved and wasted time and the risk that the letting cannot be replaced with another letting.

Cancellation received	Deduction (% of total hire cost)
More than 6 weeks before	5%
Between 5 and 6 weeks	10%
Between 4 and 5 weeks	15%
Between 3 and 4 weeks	25%
Between 2 and 3 weeks	35%
Between 1 and 2 weeks	50%
Less than one week	75%

4.2 Cancellation by the Management

The Management may cancel any booking by written notice in any circumstances which appear to the Management, acting in good faith but otherwise in its absolute discretion, to be sufficient in the interests of the Church or its members to justify such cancellation.

In any such case, the Hirer shall be entitled to a refund of any money already paid but the Management shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

4.3 Regular Bookings

Cancellation & amendments to bookings and administration charges

The Management may charge an extra fee for the additional administrative or other costs when the Hirer amends or reschedules a booking.

Regular bookings may be cancelled (or an alternative room may be offered at the option of the Hirer) if the church requires use of the facility. At least 14 days' notice will be given if a regular booking has to be cancelled because of the church requiring priority use. In the case of cancellation by the church, the Hirer shall be entitled to a refund of any money already paid but the Management shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

5. Licences

No intoxicating liquor shall be consumed on the Premises unless the Hirer has obtained prior written confirmation that the serving of alcohol has been approved by the Management. Arrangements to serve alcohol shall be in accordance with the St. John's Church Centre licensing provisions and the prevailing premises status, a copy of the provisions is available on request.

Permission to serve alcohol must be requested on the Booking Application Form. The Hirer is responsible for ensuring responsible drinking and that there is no drunkenness or under-age drinking. The Hirer shall indemnify the Management from any claims arising from such acts or behaviours.

6. Music

The St John's Church Centre is licensed as a community building by PPL PRS Ltd for the playing or performance of recorded or live music. It is the responsibility of the Hirer to check what other licences may be required for music or other entertainment and to ensure that those are in place. The Hirer shall indemnify the Management from any claims arising from such acts or behaviours.

7. Sale of Goods

If selling goods on the Premises, the hirer shall comply with Fair Trading Laws and any relevant codes of practice. Advice can be obtained from Hampshire Trading Standards.

8. Gaming, Betting, Lotteries, Raffles

No betting, gambling, lottery or raffle is allowed on the Premises without the written consent of the Management. 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. The Hirer shall indemnify the Management from any claims arising from such acts or behaviours.

9. Bicycles

Cycles shall not be brought into the building. There are bicycle stands outside to which they can be secured.

10. Insurance

The Hirer shall indemnify and keep indemnified each member of the church's employees, volunteers, agents and invitees against

- (a) the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises and
- (b) all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the Premises (including the storage of equipment) by the Hirer.

The church's insurance policy does not cover the Hirer against third party claims for injury, loss or damage. The Hirer, whether a club, an organisation or an individual, should therefore have public liability insurance cover of at least £2 million to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire.

The Management reserves the right to require evidence that adequate insurance cover is in force as a condition of the hire. Failure to produce such evidence of cover when required will amount to a breach of the agreement and the hiring will be regarded as having been cancelled by the Hirer in accordance with Section 4.1 of these Terms and Conditions.

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11. Health & Hygiene

The Hirer shall, if preparing, cooking, serving or selling food, adhere to all relevant food health and hygiene legislation and regulations and also leave the kitchen in a clean, tidy and hygienic condition. The Bookings Administrator will give advice regarding kitchen protocols and any possible certification that may be required.

12. Child Protection/Safeguarding

For any activity involving children, young people (aged under 18) or vulnerable adults, the Hirer shall have and be operating a recognised safeguarding policy. A copy of the Parochial Church Council's approved safeguarding policy is available for consultation by any hirer.

13. Supervision

The Hirer shall be present throughout the period of the Hire unless agreement has been given in writing prior to the hire for a suitable authorised representative to supervise the hire on behalf of the Hirer.

During the period of hiring, the Hirer (or his/her authorised representative) shall be responsible for the supervision and security of the rooms hired, care of their fabric and contents, safety from damage or change and the behaviour of all persons using the Premises. This responsibility includes the Hirer's use of common areas and the car park.

The Hirer shall ensure that their employees, volunteers, clients, visitors and agents enter only the common areas and the Premises hired as described on the Booking Application Form.

The Hirer shall report any breakages, damage or losses as soon as possible to the Bookings Administrator and make good or pay for all damage to the Premises or to the fixtures, fittings or contents and for loss of contents.

14. End of Hire

The Hirer shall be responsible for leaving the Premises and surrounding area in a safe, clean and tidy condition, properly locked and secured unless directed otherwise. Any items moved must be restored to their usual positions. Tables and chairs (stacked to posted limits on each trolley) must be returned to the store rooms as shown on the notices attached to the inside of the doors.

Hirers will need to dispose of their rubbish off site as the bins on site are only sufficient for normal church use. A charge will be made for additional work or costs caused by the Hirer not leaving the Premises in a clean and tidy state.

If the building is no longer occupied by anyone else, Hirers are responsible for ensuring that the building is fully secured when they leave in accordance with the instructions provided.

Should access be gained by unauthorised persons after a hire period and it can be shown that entry was made possible as a result of the negligence of the Hirer, the Hirer will be liable for all damages and losses arising.

15. Right of Entry

The Management shall at all times have free entry to all parts of Premises and reserve the right to refuse any person admission or evict any person from the Premises.

16. Nuisance

The Hirer shall ensure that the noise level does not rise above a reasonable level. This includes arrival and departure, particularly at night.

17. Equipment and Storage

The Management accepts no responsibility for any property brought onto the Premises and all liability for loss or damage is hereby excluded.

18. Smoking, Drugs, Smoke Emissions and Fire Risks

No smoking, vaping or illegal drug use is allowed on any part of the Premises.

Fireworks are not permitted on any part of the Premises. The use of dry ice, or any device emitting smoke or fumes likely to activate the fire alarm, is not permitted.

19. Electrical Appliances

The Hirer shall not bring any electrical appliances onto the Premises without approval from the Management. If approval is given, the Hirer shall ensure that any electrical appliances brought onto the Premises are safe and in good working order and are used in a safe and proper manner.

20. St John's HW Limited Policies

The Management by virtue of the property ownership has a number of policies which it wishes to enforce. These include (without limitation) policies related to Animals, Energy, Recycling, Waste Management, Catering and Creation Care that the Management requires all users to adopt and be responsible in the use of the premises. Copies are available upon request.

21. Food and Drink

The Hirer shall not leave any food, drink or other items in the kitchen or in the fridge, freezer or cupboards after the end of the hire period, unless agreed by the Management. A charge may be made for any items left for disposal.

St John's cannot guarantee to be a sesame seed free or nut-free environment, but users of the Centre are asked not to bring any sesame seeds, sesame seed derivatives (e.g. tahini in hummus), nuts or nut products onto the premises.

22. Health and Safety

It is the responsibility of the Hirer to ensure that the Premises are safe for the purposes for which they intend to use them. The Hirer shall conduct his/her own health and safety assessment in accordance with the Management of Health and Safety at Work Regulations and associated subsequent legislation.

Nothing shall be done that will endanger the safety of people in the building or render invalid the policies of insurance relating to the church or contents and in particular:

- (a) Obstructions shall not be put in gangways or exits.
- (b) Fire extinguishers shall be kept in their proper place and used only for their proper purpose. The cost of lost, damaged or empty fire equipment will be charged to the Hirer.
- (c) Fire doors shall be kept closed (not wedged open) and unobstructed. Smoke alarms shall not be covered or otherwise tampered with.
- (d) Emergency access to the entrance, car park and common areas shall be left free of obstruction. Vehicles are not to be parked in such a way as to obstruct passage for emergency vehicles attending either the Premises or neighbouring properties.
- (e) Children under the age of 12 years old are not permitted in the kitchen.
- (f) The Hirer is responsible for ensuring that all activities on the Premises during, in preparation for or following on from the hiring are carried out in accordance with all relevant regulations for health and safety and like matters and that appropriate risk assessments having been carried out.

The Hirer shall be briefed and ensure they are fully compliant with the fire and security procedures of the building.

The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing, or music or other similar public entertainment or stage plays.

The Hirer will be responsible for providing any First Aid facilities that are necessary in accordance with the Health and Safety (First Aid) Regulations 1981 (or later updated legislation).

23. Accidents, Injuries and Near Misses

Hirers are reminded that they are responsible for any accident or injury arising out of the activity for which they have booked the premises.

The Hirer shall report to the Management as soon as possible (but in any case, within 24 hours) any incident or accident occurring during their occupation of the premises which caused injury, or could have caused injury, to any person.

Any failure of apparatus or equipment belonging to the church or brought onto the Premises by the Hirer shall be reported to the Bookings Administrator and must be retained for inspection.

The Hirer shall complete an Accident Report Form and leave this in the Church Office. Details of the accident must also be entered in an Accident Book, which can be found in the kitchen, and on the Health and Safety notice board in the Church Office on the first floor of the Centre.

24. Car Parking

Car parking shall be managed so as not to cause inconvenience to other users of the Premises or to local residents or road users. All cars are parked at owners' risk. Limited car parking spaces are available on site. Cars shall be parked in designated bays only and not cause an obstruction. Disabled parking spaces are available on site for disabled badge holders who are using the church building. The Bookings Administrator will give advice if further parking is required.

25. Alterations, Fixings and Fittings

No alterations or additions may be made to the Premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Premises without the prior written approval of the Bookings Administrator. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the church, remain in the Premises at the end of the hiring and become the property of the church or be removed by the Hirer who shall make good to the satisfaction of the Management any damage caused to the Premises by such addition, alteration or removal.

26. Animals

The Hirer shall ensure that the Management Policy is adhered to at all times. The Hirer shall notify potential animal attendance at the time of booking. A copy of the Policy is available through the Bookings Administrator.

Please keep a copy for your reference.

Signing the Booking Form indicates your agreement to these Terms & Conditions.