



ST MARY'S

◆ CUDDINGTON ◆

Policy & Conditions of Hire

July 2015

To be read and signed in conjunction with the Safeguarding Agreement

EXTENT OF THE POLICY

The Policy and Conditions of Hire relate to all premises owned by St Mary's Church, Cuddington and on behalf of the Diocese of Guildford.

CORRESPONDENCE

All correspondence shall be addressed to the Communications Assistant, St Mary's Church, The Avenue, Cuddington, Worcester Park KT4 7HL.
T: 07572 720 972 E: pr@cuddingtonparish.org.uk

REGULATIONS

All Hirers of St Mary's Church premises are bound by the rules and regulations governing use of the premises, which are deemed to be incorporated in these conditions

AGE OF HIRER

Persons under the age of 18 years are not acceptable as hirers or as signatories to St Mary's Church's documentation in relation to hire of any of the premises.
An adult will be required to sign documentation in relation to hire of any of the premises and accept legal responsibility for, and supervision of, an activity involving those under 18 years of age.

BOOKING PROCEDURES

Bookings may be made by telephone, email or by personal visit with the Communications Assistant. On receipt of the required information, a Booking Confirmation letter will be sent to the Hirer, in duplicate. The Hirer is required to confirm the booking by returning a signed copy of the Booking Confirmation letter to the Parish Office. Provisional bookings without completed, signed documentation are not accepted. A nonrefundable deposit of £20 is required to secure your booking. The balance may either be paid at the time of booking or one month before the hiring. Canon Law prohibits prayers and other acts of worship, other than Christian worship, on the Church Premises. We do however welcome people of diverse faiths and none to use our facilities for non worship purposes.

HIRE CHARGES

The charges for the hire of are available via www.cuddingtonparish.org.uk and in our Hall Hire leaflets. These tariffs are set and are subject to annual review. Where a booking is made for a date or dates after the date on which the St Mary's Church reviewed charges come into

effect, the scale of charges determined at the review shall be those applicable to the Hirer.

Hall hire is in multiples of one hour periods only. The hirer will be charged to full hour periods and must exit the building by the end of their paid hiring period.

DEPOSITS

All occasional bookings are subject to a £100 deposit. The deposit shall be paid at the time the invoice for the hire is sent out and is refundable subject to the following conditions. The Church may make deductions from the deposit for damage to property and equipment, the need for additional cleaning after the event and any additional costs incurred by the Church associated with servicing the event outside the agreed times and terms of hire.

PAYMENT OF HIRE CHARGES

An invoice will be provided to the hirer detailing the cost of hire, methods of payment accepted and date of settlement of any outstanding balance.

OCCASIONAL HIRING

When premises are hired by an Occasional Hirer for bookings of three or less sessions, an invoice will be drawn prior to the booking. In such cases, payment, as per the tariff, must be made seven days prior to the actual date of hiring.

REGULAR HIRING

Regular Hiring constitutes a weekly or monthly booking over a period of at least six months. An invoice will be drawn prior to the booking. If changes to the booking occur to shorten this period the hirer will be placed on to the one off tariff and invoiced for the shortfall. In such cases, payment, as per the tariff, must be made in arrears a maximum of thirty days after the invoice date unless otherwise stated in writing. Where payment is not received as directed, the hire and any future pre-arranged hiring may be subject to cancellation at the discretion of the Vicar. All missed sessions which do not qualify under the cancellation policy below will be charged at the agreed rate.

METHODS OF PAYMENT

Payments for hire may be made by Bank Transfer - please contact the Communications Assistant for details. Where Bank Transfer is not possible cash or cheques payable to St Mary's Cuddington PCC will be accepted. Currently we are unable to accept payment by credit or debit card.

CANCELLATION POLICY

In the event of cancellation, the deposit will be forfeited and the following charges will apply:

One month's notice - 25% of the total cost

Two week's notice - 50% of the total cost.

A full refund will be given if cancellation in writing occurs prior to this time.

Bookings are accepted by St Mary's Church on the basis of the information supplied by the Hirer. In the event that any information given as to proposed use is found to be incorrect, St Mary's Church reserves the right to cancel the booking. In such cases, a refund will be considered by the St Mary's Church Standing Committee on application by the Hirer in writing.

Cuddington Hall is a registered Polling Station and as such, this hall will be closed on those days when European, Parliamentary and/or local elections are held. Where possible, St Mary's Church will attempt to find alternative accommodation within their venues. Notification of forthcoming elections will be given to the Hirer as soon as possible. Bookings may be cancelled by St Mary's Church for the essential safety of the Hirer. Notification of the cancellation will be given to the Hirer as soon as possible. The hirer will be given a full refund of any monies paid in respect of such a cancellation.

HEALTH AND SAFETY

The Parish have a Health and Safety Policy which applies to all users of the Church Meeting Rooms. A copy is available for inspection on the Notice Board and in the Parish Office and all hirers are expected to comply with the conditions.

PURPOSE OF HIRE AND SUB-HIRING

The Hirer shall not use the premises for any purpose other than that described in the Booking Confirmation letter and shall not sub-hire the premises to any other person or organisation.

INDEMNITY AND INSURANCE

The Hirer shall be liable for and indemnify St Mary's Church against any liability, cost, claim or proceedings whatsoever arising under any statute or at Common Law in respect of any default or injury however or by whoever caused by or to any persons which shall occur while such person is in or on any part of the premises; or in respect of any loss or damage suffered or sustained by any person in consequence of any such default or injury, other than arising from St Mary's Church's negligence. This includes the safeguarding of children and vulnerable adults, separate agreement of which is required before confirmation of any hiring.

SAFEGUARDING OF CHILDREN AND VULNERABLE ADULTS

You have the responsibility to ensure that children and vulnerable adults attending your event are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage occurring and your booking is conditional upon you complying with this.

St Mary's Church reserves the right to require any Hirer to produce evidence that the necessary insurances referred to in the above paragraph have been taken out and are in force at all material times. Hirers are asked to consult their own insurers so as to safeguard themselves in the event of their being held liable for any claim, demand, action or proceedings in this connection. Public Liability is available on written request

for occasional hirings up to three times.

All Church owned premises are insured against claims arising

out of St Mary's Church's negligence.

GOOD ORDER

The Hirer is responsible for good order being kept through the period of hire. St Mary's Church may make an additional charge for any expenses incurred in engaging the Police or other personnel to preserve order prior to, during or after the period of hire.

PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY

The use of the premises and equipment, facilities and amenities, including car parking where available is permitted solely at the Hirer's own risk. St Mary's Church shall not be liable for any injury to any Hirer or any employee, invitee or guest of the Hirer; or for loss or damage to any property. Any property and effects in the premises belonging to the Hirer shall be at their sole risk; and unless previously agreed in writing by St Mary's Church if such equipment, property and effects are not removed at the end of the hire, an additional charge may be made and the items might be donated to charity.

RISK ASSESSMENT

Every hirer is responsible for performing a Risk Assessment prior to each and every use of the premises. St Mary's Church, may at its discretion, require a copy of the Risk Assessment.

ILLEGAL OR UNLAWFUL ACTIVITIES

The Hirer shall not cause or permit the premises to be used for any unlawful or illegal activity. St Mary's Church reserves the right to cancel the hire immediately and any monies paid will be forfeited. St Mary's Church will report evidence of illegal activities on the premises to the Police and assist with their enquiries.

SMOKING

In accordance with the law, smoking is not permitted in any premises owned by St Mary's Church. Hirers or their guests may smoke in the car park provided all cigarette butts and associated paraphernalia are cleared up at the end of the hiring. If rubbish remains on the premises (other than in the provided bins) the Hirer may be liable to loss of deposit.

EMERGENCY PROCEDURES

Each room contains the details of fire exits, assembly points and other emergency procedures that may be in place. It is the responsibility of the Hirer to familiarise themselves with the means of escape from the premises and to ensure that any person at the period of hire requiring a Personal Evacuation Plan is identified. The Hirer shall ensure that all fire exits (internal and external) and common parts of the premises

are kept free of any obstruction and shall immediately remove anything deemed to be an obstruction at the request of the caretaker, Church Warden, Vicar, Communications Assistant or other Church official. All rooms within each of the premises have a maximum number of people allowed to use each room either seated at tables or for dancing, which have been set by the Fire Service. St Mary's Church have set user capacities lower than required, these are identified as Cuddington Hall 80 persons, Leverton Room 40 persons. It is the responsibility of the Hirer to ensure that the maximum numbers are not exceeded. The hire will be stopped immediately by the caretaker in charge or other authorised officer of the Church if the number of people in any room exceeds the permitted maximum. In the event of an emergency, the Hirer shall comply with all directions given by any authorised officer of the Church; or any member of the Emergency Services; or any other statutory body or agency.

ELECTRICAL SAFETY

It is recommended that any electrical equipment brought to the premises for use by a Hirer should carry an up-to-date PAT certificate. St Mary's Church can offer an biennial service to Regular Hirers to enable electrical equipment used on the premises to be tested by a PAT registered electrical inspector. Details of the cost of this service are available on request.

The electrical circuits in the premises must not be overloaded by the attachment of excessive quantities of electrical equipment. The maximum loading on the circuits must not exceed 30amps. Should any damage occur to the electrical circuitry of the premises by overloading or by the use of faulty equipment, the Hirer will be responsible for the cost of any call out charges, repairs etc. to reset circuits.

RIGHT OF ENTRY

St Mary's Church reserves the right for any authorised officer of St Mary's Church, the Police, Fire and Rescue Service or any other statutory body to enter the premises at all times; and the right to require the Hirer to refuse admission to or remove from the premises any disorderly person or persons, which may cause danger or damage to the premises.

EQUIPMENT PROVIDED BY ST MARY'S CHURCH

The kitchen/kitchenette in each hiring space provide basic items of crockery and cutlery – cups, saucers, water glasses and jugs, coffee makers and kettles. The kitchens in each of the premises are not intended for the preparation and cooking of full scale meals but for warming food and cooking small items only. Deep fat frying is not permitted. Hirers shall be responsible for ensuring that all small electrical appliances (kettles and tea urns) are switched off at the mains at the end of the hire.

Chairs and tables are available at each of the premises at no charge.

St Mary's Church can also provide multimedia projectors and projection screens at an addition charge of £5 per hour per item, further details can be obtained from the Communications Assistant. Operation of the moveable partition walls in the Cuddington Hall needs to be arranged in advance and operated by the Caretaker or other Church Official. It is the responsibility of the Hirer to report any damage or defect to; or the loss of any equipment to the caretaker on duty or to the Parish Office.

CLEANLINESS

All Hirers shall leave all areas of the premises which have been hired clean and tidy and in an acceptable condition. Black rubbish sacks will be provided for hirers, Council refuse bins are provided to the rear of the premises. The location of brooms, dustpans and brushes, mops and vacuum cleaners will be pointed out by the caretaker on duty for use by Hirers at the end of hire, as appropriate.

STORAGE

We have limited storage space. This storage is leased on a yearly basis to hirers and subject to annual review. Storage can be applied for through the Communications Assistant.

ACCIDENTS

The Hirer must report all accidents involving injury to the public to the caretaker on duty or other authorised officer, as soon as reasonably practicable.

ALCOHOL

St Mary's Church venues are not subject to a Premises Licence. If it is the intention of the hirer to sell or supply alcohol, it is the Hirer's responsibility to request this in

writing to the Communications Assistant.

License requests will be considered on a case by case basis by the Standing Committee and may incur a larger deposit. If agreed, the hirer must then make an application to the Council for a Temporary Event Notice. A copy of the Notice, when obtained, must be provided to the Communications Assistant who will keep the details on file. It is the responsibility of the Hirer to ensure that the provision and serving of alcohol is in accordance with the Licensing Act 2003.

COPYRIGHT

It is the Hirer's responsibility to ensure that there is no infringement of copyright during any period of hire and the Hirer shall agree to indemnify St Mary's Church in respect of any liability arising from any infringement of copyright or performance rights.

SERVICES AND ALTERATIONS

No additions or alterations shall be made to the gas, water or electrical supplies, any electrical equipment; and no structural or other alterations shall be made to the fabric of the building; nor to any of the furniture, fixtures, fittings or other property in the premises; nor any attachment by way of hooks, nails, screws or any non-removable substance e.g. glue, shall be made of any equipment or materials to the fabric or structure of the building without the express permission of the Vicar or Churchwarden. Any such permission shall be subject to any terms and conditions as may be stipulated.

CHILDREN AND YOUNG PERSONS

The Hirer shall ensure that any activities for children comply with the provisions of the Children Act and any other relevant legislation; and that only fit and proper persons have access to the children. All users must sign St Mary's Church's Safeguarding Agreement prior to hiring.

The Hirer shall take responsibility for all children in their care at all times while they are on St Mary's Church premises. St Mary's Church will not assume responsibility for the care or welfare of any unaccompanied child or children. If you have any safeguarding concerns you are to contact St Mary's Church's Safeguarding Representative.

Any suspicious behaviour should be reported immediately to the caretaker, church officer or to the Police

ANIMALS

The Hirer shall ensure that no animals (including birds) are brought onto St Mary's premises, unless prior permission has been given by St Mary's Church. Guide dogs assisting people with limited sight, blindness or hearing are welcome on St Mary's Church premises, providing they are accompanying their owner.

INFLATABLE BOUNCING DEVICES

It is the responsibility of the Hirer to ensure that that the company from which the equipment is hired (the Company) fully complies with the guidance 'The Safe Operation of Inflatable Bouncing Devices' issued by the Inflatable Play Inspections Schemes. It is the responsibility of the Hirer to ensure that the Company employs suitably experienced and trained adult personnel, where the Company is responsible for setting up, operation and supervision of the Bouncy Castle It is the responsibility of the Hirer to ensure that the Company provides written evidence of a current Public Liability Insurance Policy with a limit of indemnity of at least £1 million. If the Hirer is to operate the Bouncy Castle, it is the responsibility of the Hirer to ensure that they are provided, by the Company, with written instructions about the safe setting

up, operation and supervision of the equipment and that the name and address of the manufacturer or supplier is clearly marked upon it. The Hirer's attention is drawn to the following guidelines:

- (a) Children should not be allowed to use the Bouncy Castle if there is a high wind or in wet weather
- (b) The Bouncy Castle must be adequately secured to the ground and situated away from possible hazards
- (c) Soft matting covering hard surfaces must be placed adjacent to the front or open sides. Users should not be allowed to obstruct the entrance or exit. No-one should be allowed to play on the step or front apron of a Bouncy Castle.
- (d) There should be responsible adult supervision paying close attention to the children at play at all times during its use
- (e) The number of children using the Bouncy Castle must be limited to the number recommended in the Hire Company's safety instructions. There must be no overcrowding.
- (f) A rota system for different age or size groups should be operated, together with the observance of any age limit of users (it is suggested that children over the age of 10 years should not use the equipment)
- (g) All children should be made to remove footwear, hard or sharp objects such as jewellery, buckles, pens and other similar pocket contents.
- (h) Eating or performing acrobatics must not be allowed.
- (i) The above is guidance only and is not a comprehensive guide. Further information may be obtained from www.pipa.org.uk/playSafe.
- (j) It is recommended that any electrical equipment brought to the premises by a Hirer should carry an up-to-date PAT Certificate.

FLYPOSTING

Flyposting is an offence and makes an offender liable, on summary conviction, to substantial penalties. An unauthorised and illegal display of posters may result in the cancellation of a booking and may be taken into account when considering accepting future bookings of any St Mary's Church premises.

ADVERTISING AND OTHER SIGNAGE

Notice boards are provided at St Mary's premises to advertise a variety of events and Hirers' activities, subject to the approval of the Communications Assistant. Any inappropriate, offensive, commercial or nonrelevant posters, flyers or stickers will be promptly removed.

Advertising and signage on the outside of the premises are subject to approval by the Council; and may also require planning consent and the consent of the Highway Authority.

END OF HIRE

All periods of hire at St Mary's Church shall cease at 10:00pm.

NOISE

It is the responsibility of the Hirer to ensure the effective supervision of the arrangements and the activities in the premises during the period of hire and for the prevention of disorderly behaviour, so as to ensure that no nuisance or annoyance is caused to nearby residents.

The Hirer shall observe all statutes, regulations and bylaws in relation to noise in public places.

Hirers should ensure their guests or any other person associated with the Hirer leave St Mary's Church premises quietly and to minimise noise outside the premises.

All music shall cease by 10:00 pm.

COMPLAINTS

Any complaint by the Hirer in respect of the use of St Mary's Church premises or the arrangements for that use shall be made in writing to the Vicar, within seven days of the date of hire. In the event of a complaint being made. This complaint will then be heard by the Standing Committee.

CHANGES TO POLICY AND CONDITIONS OF HIRE

St Mary's Church reserves the right to amend this Policy and the Conditions of Hire at any time; and any changes to the Policy and Conditions of Hire shall be notified to all Hirers. The Policy and Conditions of Hire in force at the date of hire shall be those which are applicable to the hire. This Policy and the Conditions of Hire shall be renewed annually.

I hereby agree with the above conditions & policy.

Signed: _____

Full name: _____

Date: _____