



# **THE PARISH CHURCH OF ST MATTHEW CHICHESTER ROAD CROYDON CRO 5NQ**

## **CONDITIONS FOR HIRE OF PREMISES**

### **SCALE OF CHARGES**

A scale of hourly and half hourly charges are agreed by the Parochial Church Council (PCC) and is available to hirers separately – telephone the Parish Administrator at the Parish Office on 020 8681 3147. These charges will be reviewed and revised at least annually. The signing of an application form for the hire of any part of the Church premises, constitutes a hiring agreement between the hirer and the PCC. Charges include the use of normal fixed lighting facilities as provided and seating as agreed. The premises will be clean on the arrival of the hirer and must be handed back in a similar condition, unless a separate charge has been agreed to cover this additional work. Heating is provided as agreed in the inclusive hire charge. Hirers are NOT permitted to provide their own heating.

### **CONDITIONS OF USE FOR HIRERS**

1. Enquiries for the use of Church premises should be made in the first instance to the Parish Administrator, who acts within the jurisdiction of the PCC, the Vicar and Churchwardens. Applicants making arrangements are advised to see the area desired in order to ascertain its suitability for the intended purpose. They must also read the latest church risk assessment which is available on the church's website.
2. The PCC reserve the right to refuse any hiring without giving any reason and to terminate a hiring prematurely if any conditions are broken.
3. Only the areas booked and the equipment specified in the booking may be available on the day specified. Toilets and the first vestibule are included in all bookings, along with free passage, ONLY, through the main foyer. The kitchen is not available for hiring.
4. Though every effort will be made to avoid this, the PCC reserves the right to cancel any hiring, even at short notice. If possible an alternative will be offered, or the hire charge will be returned.
5. Special arrangements are made for hire of the complex during Holy Week and on a Sunday.
6. All applications for hire must be made on the booking form provided by the PCC, though informal enquiries may be made without this formality.
7. Hirers will need to produce their own risk assessment for their activity. This will be reviewed and agreed by St Matthew's before ANY hiring can be made.
8. All hire charges must be paid in advance either with the booking form or a minimum of 28 days in advance. Exceptional bookings may be made at short notice with agreement of the Parish Administrator and the Vicar. No period of hire may commence without the appropriate payment having been made and the deposit received. If the full balance of the hire fee is

not received the PCC reserve the right to allocate the slot to another hirer. The PCC reserve the right to revise the hire charge at least annually, and if this is the case advance notice will be sent to regular users informing them of the new rate and start date.

9. In addition to the hire charges, a deposit is required, which will be returned in the form in which it is given, within one week of the hire period, subject to no outstanding claims.

10. The minimum hire period is ONE HOUR.

11. The Hirer must agree to vacate the premises on time, or to pay any overtime if an extension is granted. In the event of a Hirer not arriving within half an hour after the commencement time of the hire, the PCC reserve the right to consider the hire cancelled – in this case the deposit will be returned but not the booking charge.

12. No refunds for cancelled bookings will be given if the cancellation is made less than twenty-eight days before the date of the booking. The deposit will be returned.

13. All designated fire escape doors and routes must be maintained at all times. Users should familiarise themselves with the Fire and Evacuation procedures contained in the attached Fire Safety Note. It is advisable for hirers to have a mobile telephone available in case of an emergency.

14. Smoking, consumption of alcohol, gambling, drugs, weapons, imitation firearms, ammunition, obscene articles or publications (as defined under the Obscene Publications Acts 1959 & 1954) or the like are **NOT PERMITTED** on the premises.

15. Nails, tacks, screws or other fixtures may not be driven into any part of the building or fixtures and fittings. No sticky tape or sticky tack should be used on painted areas. This action will result in a loss of deposit. If tape is required to mark the floor then this can be provided by the Parish Administrator. Hirers are specifically responsible for any damaged caused to the floor and will be required to pay for any reinstatement processes necessary. Hirers are responsible for cleaning at the end of each session in accordance with the risk assessment.

16. Furniture must only be moved with the prior permission of the PCC. No alterations may be made to the electrical installation. Only equipment having appropriate voltage setting may be connected to the electrical installation and the Hirer is responsible for the safety of the equipment and its proper connection and use. It must comply with current safety standards e.g. P.A.T tested.

17. Notices must only be displayed on designated notice boards and with the specific permission of PCC/Vicar/Churchwardens before, during or after events for which the premises are hired.

18. The PCC do not make any undertaking that the premises are suitable for the purpose intended, and specifically draw attention to the need for local authority and other licences, under certain circumstances. **THESE ARE THE RESPONSIBILITY OF THE HIRER.**

19. Our premises are licensed for the provision of regulated entertainment, namely plays, films, live music, recorded music, performance of dance and the provision of facilities for making music and dancing. If the premises are to be hired for such an event this must be discussed fully with the Parish Administrator at the time of booking to ensure the event falls within the scope of our licence.

20. If the Hirer intends to use the premises for a regular activity they must hold their own Public Liability Insurance, and provide evidence of this if requested. If the booking is for an Election meeting or for fetes/bazaars/sales of work or similar fund raising activities the Hirer must show evidence of a policy of insurance indemnifying him against claims and proceedings by any person in respect of damage, injury or death arising directly or indirectly from the hirer's use of the premises. The limit of the indemnity in such a policy shall not be less than £1,000,000.

21. The Hirer undertakes to ensure that the premises are used in an orderly way and for the purpose stated in the hiring agreement, and is responsible for the behaviour of persons it invites or permits on the premises during the hire periods. They should respect local residents with regards to noise levels both in the building and the car park. There should be no music after 22.30 hours and have left the premises by 23.00 hours. The Hirer should report any damage to the Parish Administrator in a timely manner. The Hirer shall reimburse the PCC the cost of making good any damage to the premises, churchyard or car park, arising from the Hirer's use, however caused, including (but not limited to) loss or damage to furniture and equipment on the premises whether or not owned by the PCC.

22. The premises are maintained by the PCC in a condition safe for normal use but no liability can be accepted, and the Hirer will indemnify the PCC from any loss, if any particular use by the Hirer results in injury to any person. A First Aid Kit is available above the coat rack in the lobby and if this is used, an Accident Report (located beside the first aid kit) must be filled in and returned to the Parish Administrator in the Parish Office.

23. The PCC does not hold itself responsible for any goods or effects belonging to the Hirer, or members of the organisation that they represent, or belonging to visitors to the premises during the hire period. Periodically the coat rack will be cleared of property left after a notice period of two weeks.

24. Where the premises are hired for the purpose of the entertainment of children, or where children are admitted, the Hirer must ensure that they comply with the Children Act 1989 (or any statutory re-enactment thereof). The Hirer must have read St Matthew's Child Protection Policy, and will be required to sign a statement confirming that they agree to abide by its terms and conditions. The Hirer is required to ensure that children are protected at all times, by taking all reasonable steps to prevent injury, loss or damage occurring. Adequate adult supervision must be provided at children's parties (see Child Protection Policy for ratios of adults to children).

25. Bouncy castles and other inflatable equipment must not be used on the premises without prior permission from the Parish Administrator at the time of booking.

26. Helium filled balloons are not allowed in the hall as these can get entangled in the ceiling.

27. The PCC, or its officers, reserve the right to enter any part of the premises during the period of hire, as they may deem necessary for the proper supervision of the premises.

28. Failure to comply with these rules may render the Hirer ineligible for further periods of hire.

## CANCELLATION POLICY

29. Confirmed booking: Once agreement to the Booking Confirmation Form and the Risk Assessment Form have been accepted and the deposit paid, the area being hired will not be hired out to any other user at that time without the prior agreement of the hirer. A booking confirmation will not be accepted without the deposit.

30. The PCC reserves the right to cancel a booking by written notice in the following circumstances:

- the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- the hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements
- the premises becoming unfit for the use intended by the hirer or unscheduled emergency repairs or refurbishment
- an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

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

31. Regular Bookings: For established Hirers, the PCC reserves the right to give one months' notice if the hall is required for another event.

32. Cancellation of Established booking: If the regular Hirer does not require the area for a booked session, no refund will be made or the fee will be charged unless 7 clear days notice of the cancellation has been given.

St Matthew's PCC, September 2020 *Registered Charity No 1132508*