

# Ashtead Parochial Church Council (APCC) Terms and Conditions for the Hire of St. George's Christian Centre and the Dell Centre

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#### 1. Booking and Payment Terms

- 1.1 The Hirer must be 18 years of age or over, present throughout the hire period and responsible for ensuring the T&C's are met.
- 1.2 All bookings are provisional for a period of one month, until confirmed by The Hirer by either signing and returning the booking form or confirming acceptance by e-mail. The Booking Form is then an agreement between The Hirer and the APCC of the accommodation hired and services to be provided.
- 1.3 A deposit of up to £75.00 will be requested at the booking stage. This will be refunded subject to the facilities being left in a satisfactory condition. The deposit may be used to cover any cancellation fee or breakages. Where possible, please make payment via BACS (Payable to Ashtead PCC, Bank of Scotland, A/C 01856792, Sort code 12 20 26). Otherwise by cheque, pre-dated to the date of the event.
- 1.4 Full payment for one-off bookings should be made to our Bank of Scotland account above (or by cheque payable to 'ASHTEAD PCC' if you are not able to use BACS payments) one month prior to the event.
- 1.5 Full payment for regular bookings should be made by the first session/beginning of term.
- 1.6 According to government guidelines, APCC may at their discretion charge the following for payments made over 60 days after the due date on the invoice:

A late payment charge of £40 for debts under £1,000 and £70 for debts over £1,000 Interest on the outstanding amount of 8% plus the Bank of England base rate for business to business transactions

Please note: APCC reserves the right to cancel any booking if judged that the planned event will promote values that are inconsistent with Christian teaching, or be of an unsuitable nature for a church environment. In such cases, APCC's liability will be limited to re-imbursement of any payments already made.

#### 2. Cancellation and Amendment Procedure

- 2.1 Any alterations to your booking details as recorded on the booking form must be made in writing no later than 2 working days before your event. Any requests to make changes are subject to approval by the Parish Manager and dependant on availability.
- 2.2 Cancellations must be made in writing or by e-mail and cancellation charges apply as follows for all booking arrangements:

Cancellation Notification Period	Hire charge to be paid (%)
4 weeks or more	0
3 weeks	25
2 weeks	50
1 week	75
Less than 1 week	100

- 2.3 The APCC reserves the right to:
  - 2.3.1 Cancel any booking and refund any monies paid for the hire should the Church require the facilities.
  - 2.3.2 Close down any event during the period of hire.
  - 2.3.3 Not be liable for any damage or consequential loss resulting from such cancellation by reasons beyond their reasonable control.

#### 3. Setting Up

3.1 Set up is the responsibility of The Hirer and must be included in the booking period.

## 4. Clearing Away

- 4.1 Evening bookings end at 23.00.
- 4.2 The Hirer is responsible for leaving the rooms and kitchen clean and tidy and ensuring that:-
  - 4.2.1 All chairs and tables are cleaned and stacked back in designated cupboards
  - 4.2.2 Any spillages are mopped up and floors swept. If the carpet is stained, to pay for professional cleaning if in-house cleaning does not achieve a satisfactory result.
  - 4.2.3 Toilets must be left clean and tidy.
  - 4.2.4 All crockery and utensils used must be put through the dishwasher and put back in cupboards/on shelves.
  - 4.2.5 The kitchen floor must be washed.
  - 4.2.6 Waste bins must be emptied into the rubbish bins outside the building. Fresh bin liners must be placed in the kitchen bins.
  - 4.2.7 No refuse of litter should be left on the premises.
  - 4.2.8 Any breakages must be paid for in full.

#### 5. Kitchen Use

- 5.1 It is The Hirers responsibility to ensure that the Environmental Health Regulations are observed.
- 5.2 A Hygiene Certificate Holder is required to be present for all food preparation. A copy of the said certificate will need to be seen by the APCC.
- 5.3 Do not use any kitchen equipment for which you have not been trained by an APCC representative.
- 5.4 Children are not permitted in the kitchen.
- 5.5 Outside Caterers must comply with the APCC kitchen regulations and training.

#### 6. Area Hired and Hire period

- 6.1 The Hirer and members of their group must confine their activities to the rooms hired on the booking form and must not set up displays or conduct break out meetings in other areas such as corridors, kitchens or other rooms.
- 6.2 The hire period is as stated on the booking form and includes any setting up, rehearsal and clearing away time required by The Hirer.
- 6.3 The Hirer must ensure the room is vacated promptly as it may be required immediately after. Where this is not the case, the APCC will charge an additional fee of 150% of the hourly rate per part hour of extra time.
- 6.4 The Hirer is advised to make such checks and inspections which they deem necessary to satisfy themselves that the area hired is suitable and fit for the purpose they require.
- 6.5 No item such as furniture, electrical equipment, instruments, materials etc. may be delivered to the room hired before the start of the booked time, except by prior agreement with either the Parish Manager or Dell Centre Manager.

# 7. Electrical Equipment

7.1 The Hirer is responsible for ensuring any equipment brought on to the premises is PAT tested.

#### 8. General Conditions

- 8.1 No smoking in any part of the building, including the toilets.
- 8.2 No open flames or cooking in the kitchenettes or building.
- 8.3 No process which will generate smoke, dust, mists, gases or vapours.
- 8.4 No alcohol is to be sold on the premises. The consumption of alcohol is only permitted, by prior agreement with the Parish Manager.
- 8.5 No pets with the exception of Guide Dogs accompanying their charge.
- 8.6 No fastenings of any sort, in particular sellotape, blue tack, or similar adhesive to any walls, ceilings, woodwork.
- 8.7 No alterations to lighting, wiring or other fittings or equipment supplied or set up by APCC.

- 8.8 Hirers must not prop open or obstruct any of the Fire Doors marked "Fire Door Keep Shut".
- 8.9 The Hirer must maintain clear access in the corridors and fire exits.
- 8.10 Hirers are free to make subsequent alterations to the room layout and equipment, however this is at your own risk and responsibility.
- 8.11 Rooms are hired inclusive of any stored furniture and equipment, even if not required by the hirer, and it must not be removed from the room on the day of hire.
- 8.12 Advertising materials such as posters, flyers can only be displayed by approval of the Parish Manager or Dell Centre Manager before the event.
- 8.13 The Parish Manager (and accredited representatives) reserves the right of entry at all times.
- 8.14 The APCC, its representatives and employees will not be responsible for any loss of or damage to any property including vehicles, brought on the premises by the Hirer, their employees or other persons; or for any loss, damage, injury or expense which may be suffered or incurred by any person or persons on the premises, except for death or bodily injury in so far as it results from the negligence of the APCC.

#### 9. Liability/Insurance

- 9.1 The Hirer agrees to indemnify APCC, its officers and employees against any liability whatsoever arising from the booked event. This will include any damage to premises or furniture or equipment.
- 9.2 External organisations and private individuals hiring the premises are advised to check their own insurance to ensure their Public Liability cover will extend to include any liabilities they incur through their activity during the hire.
- 9.3 Organisations and individuals hiring the premises for the following activities will be required to provide a valid copy of their Public Liability Insurance covering the time of the hired event, for a minimum of £5m. Failure to do so will invoke the right to cancel the hire at no further notice. These activities include any event involving:
  - 9.3.1 Physical activity e.g. sport, exercise classes, dance groups etc.
  - 9.3.2 Children or vulnerable adults.
  - 9.3.3 Preparation and serving of food.

## 10. Health and Safety

- 10.1 Instruction Leaflet for Emergency Procedures (Fire, First Aid and Emergency Contacts) should be read by The Hirer, responsibility agreed and communicated to all in their group.
- 10.2 The maximum capacity of rooms (as stated on the booking form) have been authorised by the Fire Safety Officer and must not be exceeded. In exceptional circumstances, the Parish Manager may increase numbers where special measures have been put in place.
- 10.3 The Hirer must notify the Parish Manager of any accidents and complete the accident book.

## 11. Safeguarding of Children and Vulnerable Adults

11.1 APCC has a Policy for Safeguarding Children, Young People and Vulnerable Adults. A copy is attached. Your booking agreement is conditional upon you complying with it unless you already have an equivalent policy of your own.

You are required to ensure that children, young people and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage occurring; and that you carry full liability insurance for this.

you will comply with the attached good practice guide with children and young people or vulnerable adults unless you already have an equivalent;
you will provide the church with a copy of your organisation's Safeguarding Policy/ies or if you do not have one adopt the current parish policy;
you will recruit safely all current paid and voluntary workers who work with children and/or vulnerable adults, by obtaining satisfactory disclosures from the Disclosure and Barring Service where eligible, and keeping records of dates and disclosure numbers indefinitely;
you will keep a list of the names of all paid and voluntary workers with regular and direct contact with children/vulnerable adults, and update it annually;
no person under the age of 18 years will be left in charge of any children or young people of any age;
no child or group of children or young people should be left unattended at any time;
a register of children, young people or vulnerable adults attending the activity will be kept securely. This will include details of their name, contact details of parent/guardian/carer etc., date of birth and next of kin;
you will immediately (within 24 hours) inform the Parish Safeguarding Officer of:
(a) the occurrence of any incidents or allegations of abuse or causes of concern relating to members or leaders of your organisation, and contact details for the person in your organisation who is dealing with it
(b) any known offenders against children or vulnerable adults seeking to join your membership, and manage such allegations or agreements with offenders in co-operation with statutory agencies, and with the church.

## 12. Access Arrangements

In particular this means that:

- 12.1 The Hirer should contact Reception to arrange a security briefing at least one week before the event.
- 12.2 Where access to The Dell Centre is given by use of a fob, this must be returned the day after the event. If lost or not returned, then a £10 replacement fee will be charged.

## 13. Car Parking

- 13.1 Parking is limited at SGCC and in the surrounding residential area. Please be considerate of local residents, not blocking driveways or parking on the grass verge.
- 13.2 Please park in the church drive for events at The Dell Centre.
- 13.3 Disabled parking is available at both sites (SGCC 3 spaces, Dell Centre 4 spaces).
- 13.4 Emergency exits must not be blocked.

## 14. Sound (PA), Audio Visual (AV) Systems

- 14.1 The Church PA and AV systems are not part of the hire agreement unless specifically requested at the time of the booking.
- 14.2 They must not be operated by Hirers, other than where a special exception has been approved in writing or e-mail, in advance by the Parish Manager.
- 14.3 In some cases it may be necessary for APCC to hire additional staff to set up and operate or supervise use of the Systems and any costs associated with the hiring of Operators will be invoiced to the Hirer.
- 14.4 It may be possible for smaller events to make use of the sound system for simple speech amplification and use of the hearing loop without the need for a Sound Operator, whereby APCC will set this up in advance for an additional fixed fee in accordance with the current tariff.
- 14.5 It is not possible to make any alteration to the set-up of the hardware speakers, amplifiers, etc.

#### 15. Performances and Music

- 15.1 Hirers wishing to use copyright material over which they do not hold the rights must inform us in advance. APCC hold a CCLI licence for this purpose, a copy of which can be provided on request. It is the Hirers responsibility to ensure that this covers all material and if this is not complied with, Hirers will be invoiced for the cost of any penalties levied on APCC.
- 15.2 Hirers must keep music volumes at a level where they are not audible outside the room hired. Any music in rooms, whether from live instruments or recorded, must be notified in advance to Reception.
- 15.3 Special care must be taken by the Hirer to ensure the script is of a suitable nature for a church environment. In particular, there must be no blasphemous, swearing, racist, slanderous or distasteful content. APCC reserve the right at any time to ask for any parts of a script we judge to be unsuitable to be withdrawn from the performance.

#### 16. Storage of the Hirers Property

- 16.1 APCC are unable to provide storage for Hirer's property, which must therefore be removed at the end of the hire period.
- 16.2 If occasionally, prior agreement is made to store the property of a Hirer (for example overnight) this is carried out at The Hirers own risk and will not be covered by the APCC insurance.
- 16.3 Whilst the APCC would endeavour to secure the property as best as possible, they will not be liable for any loss or damage to the property.

#### 17. Dell Centre Play Area and Equipment

- 17.1 Hirers to undertake informal visual inspection prior to use as stated on centre hire contract and play area signage.
- 17.2 Area used at Hirers own risk.
- 17.3 Children to be supervised by an adult at all times.

- 17.4 Play area and equipment to be used for intended purpose and specified age range.
- 17.5 Accidents or damage to equipment should be reported within 24 hours to reception at St George's Christian Centre.
- 17.6 Remove all litter.
- 17.7 Ensure gate is locked at end of session.
- 17.8 APCC cannot accept responsibility or liability for any claim, loss or damage which may arise from the se of this play area except so far as provided by statute.