



# THE CHURCH IN GREAT NOTLEY

## TERMS & CONDITIONS OF HIRE

### 1. Church Premises

These premises are owned and operated by the Church in Great Notley Church Council. The Hirer of the premises shall use them with all due care and respect. The Church Council reserves the right to decline to allow any organisation or individual to use our premises, if their aims or activities would conflict with our charity's purposes, or if there is a risk of public disorder, or if there is a risk of alienating our beneficiaries or supporters. (In accordance with Charity Commission guidance document CC9.)

### 2. Capacity of Building

The number of participants must be stated in advance of the hire period. The capacity limits for each area of the property must not be exceeded. The police, fire service, any other authorised person or a Church Council representative can terminate a function, should the capacity within an area of the property be considered to present a risk.

### 3. Booking and Cancellation Fees

If the hirer cancels a confirmed booking and a replacement date is not agreed, payment for the hire period is at the discretion of the Bookings Administrator, and will include a minimum £5 administration fee if the hirer cancels within 3 hours of the start time. Regular hirers (such as weekly/fortnightly/monthly) are to give/be given 28 days' notice of cancellation of the hire agreement, in writing, *except* where there is a breach of contract by the hirer, when the Church Council can cancel the agreement with immediate effect.

### 4. Sub-Hire

The Hirer is not permitted to sub-hire any part of the premises to another party.

### 5. Supervision and Safety

During the hire period, the Hirer is responsible for the premises and protection of its contents and for the behaviour of all persons using the property, including proper supervision of car parking arrangements. The hirer, or a delegated responsible person, must be present during the hire period, and exercise supervision over any activities and take responsibility in the event of an emergency.

### 6. Statutory Regulations

No alcoholic drinks are to be sold on the premises. Alcohol may be brought onto the premises for consumption by prior agreement only. The Hirer must comply with all laws, byelaws, rules and regulations imposed by the Local Authority and other statutory bodies e.g. Health & Safety, Fire, Protection of Children, Protection of Vulnerable Adults, Food Handling and Hygiene.

### 7. Notices and Decorations

Use of sticky tape, blue tack or pins is strictly forbidden, except on notice boards. Prior consent must be sought for any other internal or external decoration of the property. Nothing of any kind shall be fixed, attached, added or altered in any part of the premises without advance permission of the Church Council.

### 8. Cleaning and Vacating the Premises

Use of the Church premises and facilities is subject to accepting responsibility for leaving the premises, equipment and external areas in a clean and tidy condition and returning furniture and equipment to their original position at the end of each hiring period, including removal of all refuse and materials for recycling.

### 9. Storage and Loss of Property

The Church Council does not accept responsibility or liability for any articles or equipment stored or left on the premises.

### 10. Damage and Insurance

The Church Council shall not be held responsible for any loss or damage to property belonging to the hirer or invitees during the period of their hire. Damage to the building or contents (i.e. furniture and fittings, etc) during the period of hire/use, and/or loss incurred where the hirer has failed to secure the Church buildings after use must be reported as soon as possible to the Church Hire Coordinator or a member of Church Council. The hirer will be held wholly responsible for any damage done to any part of the site, premises, fixtures, fittings or equipment during the period of their hire, and will meet all costs that arise from any such damage, & the cost of making good the same shall be payable by the hirer to the Church Council on demand.

## **11. Electrical Equipment**

If you need to bring in your own electrical equipment, please ensure that you have checked with us first, and that it has a valid PAT certificate.

## **12. Audio Visual Equipment**

The Hirer cannot use the audio visual equipment unless by prior arrangement.

## **13. Gambling**

Gambling for financial gain is not allowed on the premises.

## **14. Smoking**

Smoking is not permitted anywhere on the premises.

## **15. Church User's Guide**

The Hirer must familiarise themselves with the Church User's Guide FAQs prior to or at the start of the hire period.

## **16. Use of Kitchen**

The kitchen is registered with Braintree District Council and may be used to prepare and service hot and cold drinks. The preparation/reheating of simple party food (e.g. pizza, sausage rolls etc) for personal use is permitted, however hirers wishing to prepare & cook food in the kitchen for sale must hold the current food hygiene certificate or higher qualification and have the approval of the Church Council.

## **17. Protection of Children and Vulnerable Adults**

The Hirer must agree to abide by The Church in Great Notley's Safeguarding Policy, unless the user has their own child/vulnerable adult protection policy, in which case a copy of the policy/policies should be returned with the booking form to hold on file in the Church office.

## **18. Accidents or Injury**

The Church Council shall not be responsible for any injury suffered by the hirer or users during the hire period, unless that injury arises from the premises, fixtures or fittings or any act of omission by the Church Council. This condition does not affect the hirer's statutory rights.

## **19. Payment Terms**

You will receive an invoice by hand, post or email, giving details of the hire and how to pay. Unless otherwise specified, our terms are:

**a) for 'one-off' hires\***, we will issue an invoice for payment at the start of the hire.

*\*Please note that a discretionary 25% damage deposit may be required. If so, we will issue a separate receipt to the hirer in exchange for a cheque/cash as the damage deposit. The receipt & deposit will be swapped back at the end of hire if the premises are left in a satisfactory condition.*

**b) for regular hires** (eg weekly, fortnightly), we issue an invoice for payment within 14 days of the invoice date.

## **20. Hours of Hire**

Normal hours for hire are from 8.45am on weekdays/Saturdays and from 1pm on Sundays. We do not usually hire out on Bank Holidays. Statutory closing hours are 10.30pm daily, except Saturday when on occasion a later finish time may be agreed. The hours booked must include the time you require for set up and cleaning at the end of the hire period.

## **21. Illegal or Anti-social Behaviour**

The Hirer will not permit any illegal behaviour or anti-social behaviour that affects other users of the premises or those living near or within close proximity of the premises. The Church Council will not tolerate any objectionable behaviour and this could result in the termination of hire arrangements.

## **22. Church Use of Facilities**

The Church Council reserves the right to alter booking arrangements, should our facilities be needed for Church matters i.e. funerals, special meetings. The Church Council will undertake to give as much notice to the hirer as possible in such circumstances.

## **23. Vacant Rooms**

If a room is vacant, it cannot be assumed that it is not booked. Please do not use vacant rooms without permission.

## **24. Access to Church Members**

Members of the Church Council and their representatives shall have access to the premises at all times.

## **25. Church's Right to Cancel Hire Agreements**

In the event that the Hirer does not comply with the Terms & Conditions, the Church Council has the right to cancel any outstanding hire agreements with the Hirer, and will not be held liable for any costs to the Hirer that may ensue as a result of that cancellation.