



St Michael with St Mary

Memorial Hall, Branch Road, St Albans, AL3 4SS

Terms and Conditions of Hire

The hire of the Memorial Hall is arranged on behalf of St Michael's Parochial Church Council (PCC) and is subject to the following Terms and Conditions. In signing the accompanying booking form, you agree to abide by the Terms and Conditions as described in this document. The PCC agrees only to provide those facilities and services detailed in writing on the booking form.

CONDITIONS OF HIRE

1. The PCC reserves the right to cancel or refuse a booking without a reason being stated. Ecclesiastical demands have an overriding priority such that, whilst these are usually planned well in advance, there may be rare occasions when it is necessary to cancel a hiring at short notice. In these circumstances all hire charges paid will be refunded.
2. The terms of the lease, on which the PCC holds the land, states that the Memorial Hall is for the benefit of the parishioners of St Michael's, and, as such, that priority will be given to lettings which intend to serve this local community.
3. Parish buildings are open to all sections of the community so long as the proposed use is compatible with the values of the Church of England and are not used by those who unfairly discriminate.
4. The person signing the Booking Form shall be known as 'The Hirer'.
5. The Hirer must not use the premises for anything other than that stated on the booking form. Sub-letting or other transfer of the booking is strictly prohibited.
6. The Hirer (or nominated adult, whose name and address must be provided to the Hall Administrator prior to the event) shall be present during the whole period of the booking.
7. The Hirer is responsible for the safety and conduct of attendees, the security of the hall and its contents during the period of hire.
8. The Hirer is responsible for ensuring all attendees abide by extra hygiene and safety measures.
9. The maximum number of people using the main hall shall not exceed one hundred and fifty (150) unless social distancing is in place.
10. Toddlers-In Nursery school privately lease rooms onsite, and these are located in the corridor, not in the main hall. On occasion, these rooms may need to be accessed by a member of Toddlers-In staff who will announce themselves on arrival, and not interfere with the existing hirer onsite.
11. The Hirer is responsible for any damage that may be done to the structure, fabric, furniture and fittings during or in consequence of the hiring. In the event of any such damage, the PCC may make it good and the Hirer, by the acceptance of the hiring subject to these conditions, shall be deemed to have undertaken to pay the cost of any such restitution.
12. The Hirer must report any damage to the Hall Administrator at the earliest possible opportunity.
13. All of the property brought on site by the Hirer must be removed at the end of the hire period.
14. No nails, tacks or screws are to be driven into any walls, floors, fittings or furniture. In order to preserve the decoration, please sympathetically decorate without using adhesive substances such as blue tack or sticky tape. All decorations must be removed from the site at the end of the booking.
15. The Hirer must accept full responsibility for ensuring that the premises are left in a clean and tidy condition at the end of the hire period. Tables must be wiped down and any furniture moved must be returned to its original position. Any outside space used must be left tidy and free of any waste and waste bags.
16. All events must cease no later than 9.00pm unless permission has been given by the Hall Administrator. This is out of respect to local residents.
17. The Hirer must ensure that they bring sufficient black bags for any rubbish generated during their hire, this can be put in the large lidded bin by the entrance (2 bags maximum). UNDER NO CIRCUMSTANCES are aerosol cans, used batteries or broken glass to be placed in the bins; these are considered hazardous waste by our insurers and must be taken off site by the Hirer when they leave.
18. Any type of PPE (personal protective equipment) must be double bagged separately from any other rubbish before placing in the bin.
19. All toilets must be flushed and left in a clean and tidy manner for the next hirer.

20. The Hirer is responsible for leaving the premises in a secure manner by ensuring that all windows are shut, lights are switched off, and doors are locked.
21. No Smoking or Vaping is permitted in any part of the premises.
22. No Fireworks are allowed in any part of the premises.
23. No naked flames (with the exception of cake candles) are permitted in any part of the premises, barbecues are ONLY allowed if supplied by a catering service and permission has been given in advance from the Hall Administrator.
24. No animals are permitted on site, except guide dogs.
25. The kitchen door must be closed fully at the end of the hire session, do not leave on the latch.
26. As the kitchen is not licensed by the Environmental Health Authorities it must not be used for cooking from raw ingredients. It may be used for re-heating previously prepared food or for keeping it hot only.
27. **Alcohol:** The premises are not licensed. Permission to consume alcohol must be requested at the time of booking. If alcohol is to be sold during the hire period or is included in a ticket price, a Temporary Event Notice (TEN) will need to be obtained. The Hall Administrator will advise if the Parish quota can accommodate this request. If granted, it is the responsibility of the Hirer to obtain a TEN from the local Council and to provide a copy to the Hall Administrator before the event takes place. A copy must also be displayed at the event. Any waste including bottles, cans and glasses must be removed off site by the hirer.
28. The PCC accepts no responsibility for illness, accident, injury or death to any person resulting from their own negligence or negligence of the Hirer, or for damage, loss or theft of any property belonging to the Hirer or to other persons attending the premises during the hire period. The Hirer undertakes to indemnify the PCC and to keep it indemnified in receipt of any liability to third parties or otherwise arising out of their use of the complex.
29. Regular hiring groups, that need appropriate Public Liability Insurance for their activities - this should include a minimum underwriting of £2,000,000 - must provide a copy of the Insurance Certificate to the Hall Administrator on an annual basis.
30. With the exception of pre-existing arrangements, the PCC is not able to store any hirers' property as the PCC Contents Insurance does not cover any equipment brought onto the site by hirers. All equipment and materials, which should be covered in the Hirer's own insurance, if appropriate, must be brought by the Hirer on each visit and removed at the end of the hire period.
31. The onsite car park is only available for the duration of the booking. Please note: cars are parked entirely at the owner's risk – the PCC accepts no responsibility for their safety and security. Additional guest parking is available on the surrounding roads, please be considerate to the local residents and park responsibly.
32. Any overnight unauthorised stopping in the car park is a trespass offence and subject to prosecution.
33. Access is by means of a four-digit code given by the Hall Administrator prior to the event, only when all monies have been received.
34. Please do not arrive early, access cannot be allowed due to Safeguarding any residing hirers.

35. CHARGES AND DEPOSITS:

36. Charges shown are for the hour but, where required, a half hour charge can be included in the booking.
37. The minimum booking period is one hour.
38. To secure the date/time, full hire payment is due when the booking is made. We do not accept cash.
39. Failure to comply with any of the terms and conditions may result in contact from the Treasurer to discuss further payment to cover the cost of any damage incurred.

40. CANCELLATION POLICY:

41. If you have to cancel your booking:
42. Within two weeks prior to use of the venue: No refund will be given
43. Two weeks - one month prior to use of venue: 50% of hire amount will be refunded
44. Over one month prior to use of venue: 100% of hire amount will be refunded
45. Refunds will be processed within 15 working days.
46. There are no charges for rescheduling dates.

47. All hirers are responsible for the safeguarding of children and vulnerable adults during their use of the hall. Please see our safeguarding policy below:



Safeguarding Policy

1. Safeguarding

- We are committed to safeguarding for children and vulnerable adults, based on the Church of England document *Promoting a Safer Church* (2017): www.stalbans.anglican.org/wp-content/uploads/Promoting-a-Safer-Church-100217.pdf
- In addition, we will follow diocesan procedures and recommended good practice, and be responsive to local requirements; and, at the present time, national guidance in relation to coronavirus safety.

2. Working practices, selection and training

- The highest standards will be maintained in our contacts with children and young people, and adults in vulnerable contexts.
- All those engaged in such work will be properly appointed and supported in accordance with the *Church of England Practice Guidance: Safer Recruitment* (July 2016): https://www.churchofengland.org/media/2552006/safer_recruitment_practice_guidance_2016.pdf and diocesan procedures and advice.
- Volunteers will be given appropriate support and opportunities for training.

3. Complaints

- We will respond without delay to every complaint that a person for whom we are responsible may have been harmed.
- We will co-operate fully with the statutory agencies in every situation of complaint and will not conduct our own investigations.

4. Pastoral support

- We will seek to offer informed pastoral care to any person who has suffered abuse.
- We will care for and supervise any member of our communities known to have offended against children and vulnerable adults or who are subject to concerns or allegations of abuse and ensure their right to worship.

5. Review and Communication

- The PCC Pastoral and Worship Committee will review this policy annually, bring any changes to the PCC, and alert all relevant volunteers and third parties.

6. Contacts

- St Albans Diocese Safeguarding Adviser: Jeremy Hirst
01727 818107 / 07867 350886 safeguarding@stalbans.anglican.org
- Parish Safeguarding Co-ordinator: Alison Ferreira (photo right)
01727 860459 allferreiras@hotmail.com
- www.childline.org.uk/Pages/Home.aspx : 0800 11 11
- familylives.org.uk/ - a national family advice charity: 0808 800 2222



Agreed at the PCC meeting on 7th July 2021

Signed

Vicar

Churchwardens