



# standrewspoolbrook

*Partnering with God in the flourishing of our communities*

## **Conditions for the hire of rooms at St Andrew's Church Centre, Malvern**

Version 2.1 St Andrew's is Registered Charity Number 1128973

Note: All bookings and subsequent hirers are strictly on the basis that they comply fully with these conditions

### **1. Rules**

- i. The centre is not available for the buying and selling of goods commercially.
- ii. The maximum number of people permitted in the centre and individual rooms shall be in accordance with fire regulations. As a guide, no more than one hundred people are allowed in the hall.
- iii. It is against the law to smoke on the premises and smoking is not permitted anywhere in the grounds of the centre.
- iv. The sale of alcohol is not permitted and alcohol must not be served to anyone under the age of 18 under the conditions of this hire.
- v. Under no circumstances are firework displays or fires allowed in the grounds of the centre.
- vi. The latest time that the hire period must end is midnight. This includes the time necessary to fulfil conditions 2(xvi) to 2(xix) as listed below
- vii. The St Andrew's Church Centre shall not be used for activities which are illegal, immoral, or in conflict with the teaching, ethos, values and purposes of the Church of England and the Christian faith.
- viii. The period of hire starts and ends at the times indicated on your application form. These times must include sufficient time for you to set up before and completely clear down after your event.

### **2. Responsibilities of the hirer**

- i. The hirer shall meet the caretaker at the centre at the start of the hire period in order to gain access to the appropriate parts of premises and so that the caretaker can acquaint the hirer with matters pertaining to health & safety and use of the centre.
- ii. The hirer shall nominate two people to act in the event of an emergency with responsibility to call the emergency services, ensure that all people in the centre are evacuated and a roll call is carried out at the assembly point. The assembly point is indicated on the car park plan. Re- entry to the centre should only be allowed when the responsible person has given the all clear.
- iii. The person signing the hire agreement or their appointed representative must be present during the period of the hire to ensure that all the conditions of hire are complied with.
- iv. The hirer shall be held responsible for the conduct of all persons attending the centre during the total period of hire.
- v. The regular hirer shall maintain insurance cover to cover its own contents, employees and public liability in a sum approved by the Licensor from time to time (such approval not to be unreasonably withheld or delayed) and will upon reasonable request supply evidence that such cover is in place. Individuals hiring the centre for a private function should check with their household insurer to ensure that the public liability cover would extend to include the organising of such an event.
- vi. The hirer shall not do anything that may vitiate the Parochial Church Council's (PCC's) own insurance of the building.
- vii. The hirer shall fully and effectually indemnify the PCC against all and any costs, claims, damages and expenses that may arise by virtue of the hirer's use and occupation of the centre and/or in consequence of its breach of any of the terms of this agreement.
- viii. The hirer will ensure that the folding partition walls (Monowa) between centre rooms 2 and 3 and rooms 4 and 5 are in the correct position at the start of the hire and that they are not moved during the hire. If they are required in a different position, the caretaker will be happy to move them at the start of the hire.
- ix. As there are a large number of buried services in the church grounds, the hirer will ensure that nothing penetrates the ground outside the buildings on the centre premises without the prior approval of the caretaker.
- x. Where the centre is hired for activities that include children up to the age of 18 or vulnerable adults (other than wholly private functions) the hirer shall confirm in writing that any such group has an up to date safeguarding policy and that throughout the letting period there shall be an adequate number

of trained adults who have been recruited through a process which has included the appropriate checks. The hirer shall produce a copy of their safeguarding policy if so requested by the PCC.

- x. The hirer must ensure that all vehicles belonging to those attending their event in the Churchdown Road area are parked according with the church's recommended parking (copy attached to these conditions for new hirers or see our website) and that all parking is considerate for needs of all local residents, other users of St Andrew's and the emergency services.
- xii. The hirer accepts responsibility for any breakages or damage occurring during the period of hire. If any breakages or damage occur this must be reported to the caretaker without delay. Items broken or damaged shall be charged at the cost of replacement or repair.
- xiii. The hirer shall ensure that all noise, including music, is kept to a level that will not disturb the neighbours of the centre.
- xiv. The hirer, or a caterer engaged for an event at the centre, is not permitted to introduce additional cooking equipment (e.g. microwave ovens or other electrical/heating equipment) without first obtaining permission from the caretaker.
- xv. Under no circumstances are drawing pins or adhesive tapes to be used to hang banners or balloons.
- xvi. At the end of the hire period all chairs and tables are to be returned to and stacked in their original position or as directed by the caretaker. Carpeted areas should be vacuumed and hard floors swept. General cleaning equipment is available in the cupboard at the south east end of the centre foyer and must be returned here after use.
- xvii. If the hall is hired, the adjacent kitchen is to be left in a clean and tidy condition and the floors should be swept. The hall floor must not be mopped.
- xviii. The hirer is responsible for removing from site all rubbish, including waste food, bottles and cans. The hirer shall ensure that no litter is left in the grounds.
- xix. The hirer is responsible for ensuring that all the lighting, fans and electrical equipment is switched off and water taps turned off at the end of the hire period. If the heating in the hall is adjusted during the period of hire it must be returned to its setting before that room is vacated. Windows (including roof vents), fire exits and doors in all rooms used must be secured by the hirer when vacating the building, but the main door must only be locked by the last person to leave the premises.

### **3. Stipulations**

- i. A sum of £50 will be charged in addition to the hire fees, returnable at the end of the hire period provided there has been no damage or breakages and provided conditions 2(xiv), 2(xv) and 2(xvi) have been adhered to.
- ii. In the case of regular bookings, if either the hirer or the PCC wishes to terminate the hire agreement, one month's notice must be given in writing.
- iii. The PCC reserves the right, in respect of regular bookings, to give the priority to church events. At least one month's notice shall be given in such circumstances.
- iv. Bookings are subject to the premises being available and the PCC accepts no responsibility for any loss sustained by the hirer as a result of any part of the centre becoming unlettable through accident, damage, service failure or other reasons beyond the control of the PCC.
- v. The PCC reserves the right to refuse or cancel any bookings and to stop any event before or during the period of hire should any of the conditions of hire be breached.

### **4. Data Protection**

- i. Your privacy is important to us, and we want to handle your information in a way which is in line with UK law on data protection and has your consent. The following points summarise our approach, which is keeping with our data privacy notice (available on our website).
- ii. For regular bookings, the caretaker will securely hold the detailed information provided by the hirer(s). This information may be used by the caretaker and others connected with the church (e.g. regarding the booking and keys held) and / or to contact them to make them aware of issues relevant to the church and/or their hire arrangements.
- iii. Following the completion of a series of regular bookings and once all invoices have been settled, keys returned, etc. the caretaker will, within a year, securely destroy all personal information relating to the hirer(s).
- iv. For occasional bookings, the caretaker will securely hold the detailed information provided by the hirer and if necessary may pass this on to others connected with the church to enable the hire to progress satisfactorily. Once the event is over and all invoices settled, keys returned, etc. the caretaker will, within 3 months, securely destroy all personal information received from the hirer.