## St Edmund's Church

## **Hirers' Information Pack**

Welcome to St Edmund's Church - Riddlesdown's Anglican Church in the centre of the community.

St Edmund's is a hall church, that is, a church whose building has a dual purpose. When the building is not being used as a place of worship, the chapel is closed off by huge folding doors allowing the body of the church and the other rooms to be used as a centre for community activities. The chapel remains available for private worship throughout the week (by arrangement).

St Edmund's is happy to hire its facilities for community use; indeed, the upkeep of the buildings depends upon this income. This Hirers' Information Pack explains what facilities are available and how to go about hiring them.

We would ask you always to remember that the building is not simply a community hall; it is primarily a church and should be treated with respect and consideration both for the worshippers and for other users.

This Pack contains the General Conditions for Hire, an application for hire, a table of current hire charges and a plan of the building. If you are interested in hiring any of St Edmund's facilities, please read this document and then contact the Hall Lettings Secretary, Christina Gilbert. Viewing of the facilities can be arranged with her.

## **ENQUIRIES TO:**

## Sanderstead Parish Office: <u>Parish.office@sanderstead-parish.org</u> 020 8657 0665

## **General Conditions for Hire**

## **Definition of terms**

In these conditions:

- The verb 'booking' means applying for a Hiring by submitting an application form to the HLS in accordance with General Condition 1.1, and the noun 'Booking' shall be construed accordingly.
- Building' includes the buildings, their contents, and the surrounding land, fences, and other property belonging to St Edmund's Church. It does not include the green at the junction of Lower Barn Road and Mitchley Avenue, which is Council property.
- The 'DCC' means St Edmund's District Church Council.
- The 'Facilities' means those parts of the Building (which are specified in the application for hire) which the Hirer has hired.
- 'HLM ' means the Hall Lettings Manager who is the authorised representative of the DCC.
- The 'Hirer' is the person who signs the application for hire.
- 'Hiring' means a session for which the use of part or all of the Building is hired.

V6 May 2015

## 1 Bookings

## 1.1 Booking a Hiring

Initial enquiries about hiring should be made to Sanderstead Parish Office by e-mail or telephone (see contact details above). The Office will then alert the HLM who will contact the prospective hirer to arrange a provisional booking. (St Edmund's Treasurer will also become involved if the proposed hire is long-term.) A provisional booking will normally be held open for 2 weeks after which time, if the completed application form is not returned, it will be treated as cancelled without notice.

Regardless of whether or not a provisional application has been made, all applications for a Hiring must be made in writing using the application for hire enclosed. The start and end times of the Hiring must include the Hirer's preparation and clearing up times; no access will be permitted to the Building before the start time specified, and the Building must be vacated by the end time specified for the Hiring. If the Hirer uses more Facilities than they have hired (eg, using the small hall when only the main hall had been hired), the appropriate fee may be retained from their returnable deposit.

Regular hirers must provide St Edmund's Treasurer with meeting dates in advance for each year, or, if this is not possible, for each term or similar period. This will allow reservation of the appropriate slots and correct set-up of the heating in winter.

## 1.2 Confirmation of Hirings

Hirings are confirmed only when the Hirer has received an official receipt from the HLM acknowledging receipt of the appropriate amount of hire charges which have by then become payable to the DCC. Until such a receipt has been received, the Hiring remains provisional.

## **1.3 DCC's right to refuse or cancel Hirings**

Church functions will in all circumstances take precedence over any other Hirings. The DCC reserves the right to refuse a Hiring to any person or organisation at any time, or cancel a Hiring even if confirmed, in which event all payments in respect of which there has been no use of the Facilities will be refunded by the DCC. The HLM will give as much notice of cancellation as possible.

### 1.4 **Restrictions on Hirings**

Hirings cannot generally be accepted for the following times:

- on any Church Holy Day
- the day before festivals (reserved for decoration of the Church)
- at any time during Holy Week
- during the Christmas/New Year period
- at any time in August
- on Sundays and at other times when the building is required for church purposes.

The exact details of the periods when the hall cannot be hired are worked out each year, and communicated to regular hirers. The HLM has full details of when the building is not available for hire. In cases of difficulty an exceptions process applies – apply to the HLM in the first instance.

Other restrictions:

- Saturday Hirings must finish by 7 pm (ie, the Building must be vacated by that time)
- only members of St Edmund's Church may hire Facilities for parties which will be attended by a significant number of teenagers
- only members of St Edmund's Church may hire any part of the Building where the Facilities would be used either to conduct a marriage ceremony or for the purpose of holding a wedding reception or other party to celebrate a wedding.

## 1.5 Hire charges

The HLM has a set of predetermined hire charges, which are agreed annually by the DCC.

#### 1.6 Deposit

In addition to the hire charges, a refundable deposit shall be paid in advance (at the time of booking) by the Hirer to cover any expenses incurred (of whatever kind) by the DCC in restoring the Building to a clean and tidy condition after the Hiring, including the repair or replacement of any property lost or damaged as a result thereof. This deposit will be repaid within two weeks of the conclusion of the Hiring (or in the case of Hirings which are part of a regular block Booking, within two weeks of the conclusion of the last Hiring covered by that Booking) less any such expenses incurred.

## **1.7** Payment of hire charges

All payments for hire charges and deposits must be made in advance. A third of the total hire charges must be paid at the time of booking, with the balance paid to the HLM no later than 14 days prior to the Hiring. Failure to pay the balance of the hire charges by the due date will lead to the cancellation of the Hiring. Payments may be made in cash or by cheque. Cheques shall be made payable to 'St Edmund's Church', and crossed 'A/C payee only'. Please make out **two cheques** - one for the hire fee and one for the deposit.

## 1.8 Regular block Bookings

St Edmund's Treasurer will agree on-going payment arrangements with regular hirers. But generally regular block Bookings for more than one Hiring must be paid for in advance on a quarterly basis. The balance of the hire charges in respect of Hirings occurring in each period of three months commencing with the first Hiring covered by the Booking must be paid no later than 14 days prior to the first Hiring in the relevant three month period. No refunds or credit will be given for cancelled Hirings comprised in such Bookings.

## 1.9 Accuracy of statement of purpose of Hiring

The application for hire must contain a statement of the purpose for which the Facilities are to be used which is adequate to enable the DCC to determine whether or not the application should be accepted. Applications for hire which omit such a statement cannot be accepted. If it becomes apparent, following confirmation of a Hiring, that the purpose for which the Facilities are to be (or are being) used fall outside the terms of the statement made, the Hiring shall be deemed to have been cancelled by the Hirer. When this occurs during the course of a Hiring, those using the Facilities may be required to leave the Building immediately and without compensation.

## 1.10 Cancellation of Hiring by the Hirer

While a Hiring is provisional, it may be cancelled at any time by the Hirer without liability.

If the Hirer cancels a Hiring which has been confirmed in accordance with General Condition 1.2, the DCC shall be entitled to retain the amount of the hire charges which have by the time of cancellation become payable in accordance with the foregoing conditions of this agreement. If any part of the hire charges due to have been paid by the time of cancellation have not then been paid, the same shall remain a debt due to the DCC from the Hirer and, without prejudice to its other rights, the DCC may retain any balance due from the deposit referred to in General Condition 1.6.

The DCC may, at its discretion, repay to the Hirer the whole or part of any hire charges paid if the Booking is cancelled more than 21 days prior to the date of the Hiring. The DCC may, at its discretion, take a sympathetic view if bookings have to be cancelled because of external events such as transport disruption or exceptionally bad weather. Retrospective cancellation of bookings due, for example, to lack of support, is not allowed.

## 2 Access to the Building

## 2.1 Keys

Keys must be collected from the HLM or a person specified by the HLM. Please contact the HLM at least 24 hours prior to the event to arrange collection of the keys. If this contact is not made, or an agreed appointment not honoured, the DCC reserves the right to regard the booking as cancelled by the Hirer. Keys are supplied on the strict understanding that they will not be used for any purpose other than obtaining access to the Building for the purpose of and during the period of the Hiring. They must be returned to the HLM (or such person as the HLM may have directed) immediately after completion of the Hiring (in the case of Hirings which are part of a regular block Booking, immediately after completion of the last Hiring covered by that Booking) or at a mutually agreed time soon afterwards. Any loss of keys should be reported to the HLM immediately. Regular Hirers to whom keys have been issued must ensure that a full & accurate list of key-holders is supplied to the HLM and kept up to date.

## 2.2 Parking

There is no parking at St Edmund's Church, but there is plenty of parking in surrounding streets. The drive to the main doors must be kept clear for access in the event of fire, and must not be used for parking. Vehicles may use the drive at the start and end of Hirings to make collections and deliveries.

## 3 Hirer's responsibilities

## 3.1 Condition of the Building

The Building must be left in a clean and tidy condition at the end of each Hiring. Any equipment or furniture used must be replaced in its original location after use. The Hirer must ensure that none of the church chairs or the school equipment on the stage (including the toys) are used in connection with their Hiring. The Hirer must take good care of the Building, and must not cause damage, or permit or suffer any damage to be done, to the Building. The Hirer shall make good or pay for any damage to the Building (including accidental damage) caused by any act or neglect of himself or any person in the Building by reason of the Hiring.

## 3.2 Display of items by the Hirer

No posters, advertisements, flags or other decorations shall be displayed in, upon or about the Building without the previous consent of the DCC. Items must not be added to or removed from noticeboards.

Nails, drawing pins, adhesive tape, or other materials, must not be used in a manner which will or may cause damage to the Building.

### 3.3 Royalties, etc

The Hirer shall be responsible for the payment of any royalties or other dues payable by reason of the use in connection with the Hiring of films, videos, sound recordings or any other thing in respect of which the same may be payable. The Hirer shall indemnify the DCC in respect of any liabilities incurred by it as a result of any failure by the Hirer in paying such royalties or other dues. The Hirer is also responsible for obtaining any licences or other consents required for their activity, and for the observance of all relevant regulations.

### 3.4 Sale of exciseable liquor

The sale of exciseable liquor in any part of the Building is prohibited.

#### 3.5 Smoking

Smoking is prohibited in all parts of the Building and on the surrounding church property.

### 3.6 Health and safety

The Hirer shall, during the Hiring, be responsible for compliance with the following safety regulations:

- ensuring that no fire exit doors are obstructed
- ensuring the safety of the Building, and the preservation of good order and decency therein
- ensuring the efficient supervision of the Building including the effective control of children, the orderly safe admission and departure of persons to and from the Building, and the orderly and safe clearance of the Building in the event of emergency
- · ensuring that excessive noise cannot be heard outside the Building
- ensuring all the doors and windows are locked prior to vacating the Building.

There is a first aid box in the kitchen which is available for use, as well as an accident book which should be completed in the event of an accident occurring.

## 3.7 Kitchen

The kitchen may be hired for exclusive use; otherwise, it is to be shared by all users of the Building. No tea, coffee, sugar, fruit squash, or other consumables are provided for the use of Hirers.

#### 3.8 Storage of Hirer's items

The Hirer may not store any items in the Building between Hirings unless with the express permission of the DCC. In this case, a storage fee may be charged. Equipment may only be stored in the area expressly agreed by the DCC. Hirers must in no circumstances use, or otherwise interfere with, equipment stored by another hirer.

#### 3.9 Removal of rubbish

The DCC does not provide any rubbish facilities. Hirers must remove from the premises any rubbish created by their activities.

#### 3.10 Heating

The buildings heating system is programmed to meet known bookings. Should the building be too hot or too cold, certain heaters may be turned off, but MUST be returned to the pre-set state at the end of the period of hire. Hirers must not make any other adjustments to the heating system.

### 3.11 Insurance

Hirers must have current Public Liability and Material Damage insurance & may be required to provide written evidence of cover.

## 3.12 Safeguarding of children and vulnerable adults

Hirers are required to ensure that:

- children and adults who may be vulnerable are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage occurring
- they carry full insurance liability for this.
- Copies of the DCC's policies on Safeguarding Children and Vulnerable Adults are enclosed with this agreement. Regular hirers are also required to sign two copies of the form enclosed with this agreement, returning one to the HLS and retaining the other. A guidance document is enclosed for one-off Hirers.

## 4 DCC's liabilities

The DCC accepts no responsibility or liability in respect of any damage, theft or loss of any property brought into or left in the Building by the Hirer or others using the Building of any part thereof.

## **Building layout**



## St Edmund's Church

# **Application for Hire**

(Please complete in block capitals; \* delete if not applicable)

| I (name)   |  |  |  |
|--|--|--|--|
| of (address)   |  |  |  |
| (tel no)   |  |  |  |
| on behalf of (organisation, if applicable)   |  |  |  |
| hereby apply for the hire of the following Facilities at St Edmund's Church:   |  |  |  |
| <ul> <li>Main hall only</li> <li>Main hall with exclusive use of the kitchen</li> <li>Small hall (William Goddard Room) only</li> <li>Small hall (William Goddard Room) with exclusive use of the kitchen</li> <li>Entire Building (excluding chapel and private rooms)</li> </ul> |  |  |  |
| for the purpose of (please be specific)  |  |  |  |
|  |  |  |  |
| on (date)  |  |  |  |
| from (start time) am/pm * to (end time) am/pm *  |  |  |  |
| If this is a regular block Booking, please also complete the items in the box below  |  |  |  |
| Day and frequency (eg, every Tuesday, third Wednesday of each month, etc)  |  |  |  |
| Commencement date Final date<br>excluding the following dates (if any):  |  |  |  |

I have read the General Conditions for Hire and agree that I shall be bound by them, and will draw the conditions to the attention of all those who use the Building during the proposed Hiring. I enclose the following (cash or **two cheques**, crossed 'A/C Payee only' and payable to 'St Edmund's Church'):

|   |  | £           |  |
|---|--|-------------|--|
|   | <ul><li>reservation fee (one third of total hire fee deposit</li></ul> | e)<br>50.00 |  |
|   |  |             |  |
| Signed (Hirer)  |  | Date:       |  |
| Please return this form to: The Hall Lettings Manager at the address which will be supplied |  |             |  |