

St John's Church Moulsham - Terms & Conditions for Hire of Church and Church Rooms

1. Any person hiring ("*the Hirer*") the Premises are subject to these Terms and Conditions of Hire ("*the Terms*").
2. All bookings must be made through the Bookings Secretary.
3. The Premises cannot be booked by any person under the age of 18 years.
4. The Premises is a place of worship and the Hirer shall show appropriate respect. Where other people are using the Premises at the same time as the Hirer, the Hirer shall take reasonable steps to reduce noise levels during the period of hire and shall generally be considerate to other users.
5. Bookings cannot be extended beyond 11pm (2300hrs).

6. LIABILITY & INSURANCE

- a. During the period of hire of the Premises, the Hirer is responsible for any loss of or damage to the Premises or property (including property of the Hirer or others'), and for any accident or injuries to any person arising out of the activities of the Hirer whilst hiring the Premises. The Hirer must ensure they have appropriate insurance to cover their liability in respect of their use of the Premises.
- b. In the event of any accident or injury, the Hirer must inform the Bookings Secretary at the earliest opportunity and provide full details of the incident.

7. CHARGES

The hire charge rates are detailed in the separate Church and Church Rooms Hire Charges document.

If the Premises are not left in a clean and tidy condition and ready for use by the next hirer, St John's Church reserves the right to make an extra charge for the additional cost for cleaning.

8. PAYMENT TERMS

For single event hires, all charges must be paid in advance and prior to confirmation of the booking (other than in exceptional circumstances and with prior agreement).

Payment arrangements for multiple hires will be agreed with the Booking Secretary.

The bank details of St John's Church are:

Account name 'St Johns Moulsham PCC';

Account number: 20685518;

Sort code: 20-19-95.

9. KEYS

Keys to the Premises must be obtained by arrangement with the Bookings Secretary, and returned immediately after the end of the period of Hire.

10. SMOKING

The Hirer is responsible for ensuring that smoking does not take place in the Church, Church Rooms, kitchen, toilets or lobbies.

11. CLEANING AND DECORATIONS

The Premises, kitchen and lobbies used by the Hirer are to be left in a clean and tidy condition and ready for use by the next hirer.

- a. Vacuum cleaners, brushes, mops, dustpans etc are situated in the downstairs or upstairs cupboards.
- b. Upstairs, any chairs used must be stacked tidily against the walls in piles of no more than 4, and all tables returned to the storage area.
- c. Downstairs, all furniture must be left in the positions they were found.
- d. The Hirer may place decorations in the Premises during the period of hire, but the Hirer is requested not to attach decorations to the walls with 'sellotape' or similar adhesives. All decorations, both inside and outside are to be removed prior to vacating the Premises

- e. We are a Gold Eco Church and aim to take the practical steps necessary to realise the Fifth Mark of Mission, which is 'to strive to safeguard the integrity of creation and to sustain the life of the earth'. and we ask that the Hirer uses our space in a way which honours this value. The Hirer must ensure that all recyclable waste is placed in the relevant recycling bin (opposite the lift).
- f. We have only a standard-sized rubbish bin. If the Hirer produces more than a small amount of rubbish we ask that the Hirer removes the rubbish from the Premises. Any used nappies or sanitary towels should be taken home to avoid creating smells.
- g. If the fridge has been used, all items must be removed.

12. LICENSING ETC

- a. Alcohol is NOT to be sold in the Premises. The Hirer is NOT permitted to apply for occasional licenses for the sale of intoxicating liquor either on or off the Premises.
- b. Should the Hirer wish to use live or recorded music on the Premises during the period of hire, the Hirer shall be responsible for ensuring they have appropriate music licences.

13. NUISANCE AND CAR PARKING

- a. Whether or not any form of sound system is used, the Hirer must ensure that the level of sound is kept to a reasonable level so as not to be an environmental nuisance to neighbouring householders. Hirers are requested to ask everyone leaving to respect the neighbours and do so quietly.
- b. There is limited street parking space in front of the Premises. The Moulsham Street car park is a 2 minute walk away, and accessed via George Street CM2 OLF.

14. SAFETY

- a. During the period of hire, the Hirer is responsible for ensuring security, restricting access to those for which the event is intended, and pointing out fire exits to participants at the start
- b. The Hirer must ensure that, during the entire period of hire, all fire exits are kept unlocked and free from all obstructions.
- c. When vacating the Premises the Hirer is responsible for leaving the building secure, locking all access doors, unless they are required to be left open for other hirers using the Premises.

15. SAFEGUARDING

- a. By hiring the Premises, the Hirer agrees to abide by the House of Bishops Safeguarding Policy Statement <https://www.churchofengland.org/sites/default/files/2017-11/promoting-a-safer-church-policy-notes.pdf>
- b. The Hirer must ensure that children and vulnerable adults are protected at all times by taking all reasonable steps to prevent injury, illness, loss or damage occurring
- c. The Hirer shall comply with all legal requirements and regulations on safeguarding, vetting and checking of persons who will be working with children or vulnerable adults during the period of hire. Such people include entertainers, service providers, supervisors, stewards or other agents.

16. Churchyard AND GREEN SPACE

The Green Space is intended as a community space and as such, public access is unrestricted. The Hirer may, by arrangement with the Booking Secretary, indicate that they wish to use the outside space when hiring the Lower Lounge or Main Church for a large group or event. This will ensure that the Booking Secretary is aware of larger groups using the space to avoid having multiple large groups at one time. The Hirer shall understand that by nature of the fact that this is a community space, exclusive use of the Churchyard and Green Space cannot be guaranteed.

17. OTHER PROVISIONS

- a. St John's Church reserves the right, without liability or penalty, to refuse, amend or cancel any bookings at any time
- b. The Hirer may not assign, charge or deal in any other manner with any of the rights or obligations under the Terms, or transfer, delegate or sub-contract any of its said rights or obligations without the prior written consent of St John's Church.

- c. St John's Church reserves the right, without liability or penalty, to refuse, amend or cancel at any time.
- d. Nothing in the Terms is intended to confer any benefit on any person who is not a Party to it, under the Contracts (Rights of Third Parties) Act 1999.
- e. No failure or delay by either party in exercising any of its rights under these Terms shall be deemed to be a waiver of such rights, and no waiver by either party of any breach of the Terms by the other shall be considered as a waiver of any subsequent breach of the same or any other provision
- f. If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Terms and the remainder of the provision in question shall not be affected.
- g. The construction, validity and performance of the Terms shall be governed in all respects by English law, and the parties hereby submit to the exclusive jurisdiction of the English courts.