

TERMS AND CONDITIONS FOR USE AND HIRE

Initial:

Date:

To make a booking

1. All applications must be made on the booking form, available in the brochure on the church website, or from the parish office at 95 Sirdar Road, W11 4EQ.
2. To secure a booking, a *cash payment* of £150 is required as a **security deposit**, which will be held as a security against key loss, damage to the premises, or to pay for extra cleaning which may arise as a result of the booking. The deposit will be returned in full, providing the keys are returned within two working days of the event, and if on inspection the premises are found to be in good order and all refuse has been removed from the building and grounds. If keys are returned late, a charge will be made to cover the cost of new keys, and staff time spent arranging to have them cut.
3. The cash **security deposit** will be retained if the booked event does not end at the agreed time.
4. The full **fee** for the hiring must be paid two weeks before the booked event.
5. The fee must include time spent setting up before the event and clearing up afterwards.
6. If the event is cancelled after payment, the fee will be retained, or transferred to another date and time agreed by the church and hirer.
7. If no alternative date is found, and the fee is retained, the security deposit will be returned.
8. The Parochial Church Council (PCC) reserves the right not to accept a booking, and in exceptional circumstances to cancel a booking; in which case the PCC will offer an alternative time or ensure that all money paid to the church is returned.
9. If the accommodation becomes unfit for use because of any accident, lockouts or any other such causes, the PCC shall not be responsible for any loss or damage suffered by the hirer. In such cases, the charges paid by the hirer shall be returned. In addition, the PCC reserves the right to cancel any booking if the need arises through the accommodation becoming unfit for use.
10. The 2016 charges for community groups:
 - St Clement's church: £40 an hour
 - St James's church (including the back room if available): £40 an hour.Orchestras and choirs which book both rehearsal times and either church as a performance venue *as one package* are offered a reduced rate. Please email reception@clementjames.org for details.

Please note that from 1 November – 31 March, there is an additional £5 per hour energy surcharge for lighting and heating at both churches.

Rates for the media and commercial organisations are available on request.

The PCC does not generally accept bookings for private parties or social events. However, keyholders of St James's Gardens may book the back room, providing access is through the garden gate. There is a separate rate for this. Please email reception@clementjames.org for the terms and conditions.

Further terms and conditions

11. Smoking is illegal on church premises.
12. The maximum capacity is 150 at St Clement's church, and 250 at St James's church.
13. The hirer shall respect the churches as sacred spaces designed for prayer and worship, and ensure that any children present do the same. Sacred objects such as altars, statues and paintings shall not be moved or covered up by the hirer unless by prior arrangement with the Vicar.
14. Amplified music played on anything louder than a portable CD/cassette player is prohibited on church premises unless agreed by prior arrangement with the Vicar.
15. The hirer does not have access to parts of the buildings that have not been booked.

16. If use of the kitchen is required, the hirer shall provide all crockery and utensils. Use of the kettle and water urn is permitted, provided they are cleaned, dried and put away at the end of the booking.
17. The hirer is encouraged to use energy efficiently by lighting only those areas that are needed and by switching off lights when leaving a room.
18. The garden area is owned and run by the St James's Garden Committee. Use of the gardens must be approved by the Committee.
19. The hirer shall, during the period of hiring, be responsible for supervision and security of the premises, protection of the fabric and contents from damage and the behaviour of all persons using the premises, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.
20. The hirer shall ensure the proper and safe supervision of children on the premises, including the grounds, and on the streets outside. Children shall be under adult supervision at all times.
21. The PCC regards the safe care and protection of children as of the utmost importance. Hirers are expected to share this concern and make appropriate provision for the protection of children within their care. By signing the agreement, the hirer
 - (a) confirms s/he is familiar with the Home Office Guidelines 'Safe from Harm' (<http://www.sa-cni.org.uk/uploads/4/9/5/4/4954631/safefromharm.pdf>) and so far as relevant to the activities proposed to be carried out in the course of the hiring, legal requirements in or under the Children Act 1989 (<http://www.legislation.gov.uk/ukpga/1989/41/contents>) ; and
 - (b) undertakes to follow the recommendations in relation to all work or contact with young people in the course of the hiring.
22. Organisations shall present a copy of their Safeguarding Policy to the Parish Office at the time of hiring.
23. Organisations shall present a copy of their Public Liability insurance to the Parish Office at the time of hiring.
24. The hirer shall ensure that the premises are clean and tidy at the end of the booking, and undertakes to remove all rubbish from the building and grounds, or, in the case of St Clement's, in the designated refuse area. If this is not done, a deduction from the security deposit will be made to cover costs incurred by the PCC.
25. The hirer shall ensure that nappies and sanitary towels are removed from the premises at the end of the booking, along with other refuse, and that in no circumstances are they left in bins or flushed down toilets. Any costs incurred from blockages to drains will be charged to the hirer.
26. The hirer shall be responsible for obtaining any Local Authority or other licenses necessary in connection with the booking.
27. The hirer shall be responsible for the observance of all regulations affecting the premises imposed by Licensing Justices, the Fire Authority, the Local Authority or otherwise and must do nothing to contravene the laws of betting, gaming and lotteries.
28. The hirer shall take proper precautions to prevent accidents to persons and property.
29. The hirer shall ensure that there is no unnecessary noise, and will prevent disorderly conduct, in the buildings, grounds and on the streets outside, before, during and after the booking.
30. The hirer shall be responsible for making adequate arrangements to insure against third party claims which may lay against the hirer and/or his/her organisation while using the premises.
31. The PCC shall not make good or accept responsibility for any loss or damage by or to any goods or property of the hirer, or any other person's goods or property left or brought onto church premises.
32. The hirer shall indemnify the PCC in respect of the cost of any accidents, claims, damages, penalties and demands arising out of or in way connected with the booking, or any accidents or loss howsoever caused, which may be sustained by any person whilst on the premises. The hirer shall report any accidents or damages immediately to the Parish Office.
33. The hirer shall make good at his/her expense any damage done to the premises, fittings, furniture etc during the booking. The hirer agrees that the PCC is the sole judge of damage and the amount thereof, and to pay for the repair or replacement of any part of the premises and contents of the building during or as a result of a booking and in respect of any liability to third parties or otherwise arising out of the using of the premises pursuant to the booking.

34. The hirer shall not tamper with fire extinguishers or let them unnecessarily. If the extinguishers are discharged accidentally or deliberately, the hirer will bear the cost of having them discharged.
35. The hirer shall familiarise himself/herself with fire regulations, appliances and exits. The Fire Brigade should be called out to any outbreak of fire, however slight, and the incident reported to the Parish Office. Highly flammable substances are not permitted on the church premises.
36. Providing first aid equipment is the responsibility of the hirer.
37. The hirer shall not sub-let or use the premises for any unlawful purpose or in any unlawful way, or bring onto the premises anything which may endanger the premises, their users, or insurance policies relating thereto.
38. The hirer shall, if selling goods on the premises, comply with all relevant fair trading laws and any local code of practice in connection with such sales.
39. The church premises are not licensed for public performances, public dances, public discotheques or the sale of alcohol. It is the hirer's responsibility to obtain such licences.
40. No electrical equipment or outlet may be altered, modified or tampered with in any way. All electrical equipment should comply with Electrical Appliances at Work 1989 directive. The sound level shall be kept low enough not to disturb people in the neighbouring houses. Small electrical kitchen appliances may be used. The use of other electrical equipment is subject to the permission of the Vicar.
41. Portable gas appliances or other equipment involving the naked flame are not permitted on church premises.
42. Adhesive tape or drawing pins must not be used to affix anything to the walls or woodwork. The hirer shall ensure that surfaces are left clean and that paints and other materials are removed after art activities.
43. Items may only be stored on the premises with the prior agreement of the Vicar.
44. At the end of each hire, the hirer shall ensure that all external doors and windows are secured, and that the toilets and kitchen have been carefully inspected.
45. The infringement of any of these conditions of hire will result in the immediate closing of the booked event, and no money will be refunded.
46. It is the responsibility of the hirer to inform the Parish Office, should the event run over the booked time.
47. The PCC reserves the right to review any group's continued use of the premises if these terms and conditions are disregarded.
48. The hirer acknowledges that no tenancy is intended to be created between the hirer and the PCC and no relationship of landlord and tenant exists between them.

I accept these Conditions of Hire:

Hirer

Date