Standard Terms & Conditions

This document outlines the standard Terms and Conditions of Use for Hire of the Saint Andrew's Centre, Histon and should be read in conjunction with Contract of Use between Saint Andrew's Histon Parochial Church Council and the Hirer.

1 Areas to be Used

1.1 The Hirer has use of the areas identified in Section B of the Contract.

1.2 The following areas are not available for booking and may not be accessed by the Hirer: Ground floor offices, café kitchen, first floor office & storage outside of any agreed areas.

2 Time of Use

2.1 The Hirer may use the areas for the periods identified in Section C of the Contract.

2.2 Any time for setting up or clearing away must be carried out within the times identified.

2.3 Occasional use outside of the agreed hours or any permanent changes to the agreed hours shall be made by arrangement with the Centre Management (see also section 4 below) and in accordance with the current schedule of rates.

3 Purpose of Use

3.1 The Hirer shall use the Centre for the purposes described in Section D of the Contract.

3.2 If the Hirer wishes to carry out activities different from those described, this must be by prior agreement with the Centre Management.

3.3 The Hirer is not permitted to sub-let any booked sessions to other organisations or individuals without prior agreement with the Centre Management.

4 Hire Charge Detail

4.1 The agreed Hire Charges are outlined in Section E of the Contract.

4.2 The hire charges shall be in accordance with the hourly rates set out in the schedule of rates, and shall include heating, lighting, wi-fi, general cleaning and usage of the premises as described herein.

4.3 If the Hirer requires assistance from the Centre Management, e.g. to set up furniture, this will be charged as a pro-rata extra-over cost at the hourly room hire rate. This should be arranged by agreement with the Centre Management, with 7 days notice given for any changes to arrangements.

4.4 For regular bookings, charges shall be paid in advance on monthly or termly basis (as agreed) following issue of an invoice by the Centre Management (on behalf of the PCC). Each invoice rent shall be based on the total hours booked within the relevant period, and will identify any discounts and/or additional service charges.

4.5 Invoices shall be paid in full within 28 days of receipt or before the booked session takes place - whichever is sooner. Failure to pay within this period may lead to the termination of this Contract. Any issues with payments should be discussed with the Centre Management at the earliest opportunity.

4.6 For one off bookings, the hire charge, including deposit and any charges for additional services, shall be paid in full at the time of booking. The booking will not be secured until this payment is made. Where bookings are made several months in advance and are high value, a partial payment may be made to secure booking, with the value agreed in advance with the Centre Management.

4.7 For regular bookings, 14 days notice should be given for any changes to bookings (either cancellations of individual sessions or additional sessions). Notice may be given via email, letter or telephone. If less than 14 days notice is given for the cancellation of a session, the PCC reserve the right to invoice the Hirer for this session in full. If more than one session in a calendar month is cancelled, the PCC reserve the right to invoice the Hirer for these additional cancelled sessions.

4.8 For one off bookings, 14 days notice should be given for any changes to bookings (either cancellation or changes to times or areas). Notice may be given via email, letter or telephone. Payments will be returned to the Hirer as soon as possible after notice of cancellation is received. If

less than 14 days notice is given for the cancellation of a booking, the PCC reserve the right to retain payment for the booking (any deposits paid for damage or keys will be returned to the Hirer within 28 days).

4.9 Unless notice is given otherwise, the Hirer will be charged for all areas and times described in the Contract, irrespective of whether the Hirer makes use of the Centre for these sessions.

4.10 The Agreement may be terminated (early) by giving notice as described in Section J of the Contract. If the period of notice is shorter than this, the PCC reserve the right to invoice the Hirer for the remaining sessions within the standard notice period even if these are not used.

4.11 Hire rates are reviewed annually (typically increasing in line with inflation), and any increases are applied from January. We reserve the right to make increases at other times in extreme circumstances. We advise regular users a month or so in advance of any change.

4.12 An administration charge of £10.00 may be levied where the Hirer makes changes, or cancels a booking, following the agreement and issue of the contract.

4.13 For certain events, an additional charge for a caretaker or supervision may be required. This will be identified and agreed at the time of booking.

5 Restrictions

5.1 Fire safety regulations place limits on the number of people within the building. The following areas have specific limits, and the Hirer must ensure that these numbers are not exceeded:

Hall 1: 266 people; Hall 2: 144 people; Upstairs Hall: 40 people; Café lounge: 62 people.

It should be noted that these numbers do not account for presence of furniture or other equipment within the space, and are for fire regulations only. The actual functional capacity of each area will vary according to layout and intended use, and can be discussed with the Centre Management at the time of booking.

5.2 Hirers have responsibility to ensure that they comply with any statutory or governing body requirements specific to their activity (e.g. child to adult ratios, safety equipment etc.)

5.3 The Centre is not licensed for the sale of alcohol for consumption on or off the premises. It may be possible for Hirers to arrange temporary licenses, e.g. via external caterers. This must be agreed with the Centre Management at least 14 days in advance of any relevant booking.

5.4 The Hirer should liaise with the Centre Management if they intend to carry out any form of public performance. This must be agreed with the Centre Management at least 14 days in advance of any relevant booking.

5.5 The Centre is not licensed for any form of gambling.

5.6 No ball games of any description are permitted in the Centre, except the use of soft balls by prior agreement with the Centre Manager.

5.7 Smoking is not permitted anywhere within the Centre, including the external courtyard area. The use of candles, other open flames or flammable materials (e.g. fireworks) is not permitted without prior agreement with the Centre Management. Small birthday cake candles are permitted without prior agreement, but care should still be taken.

5.8 The Hirer must agree with the Centre Management at the time of booking if they wish to use amplified sound systems (either through their own PA system, or the Centre's). For any events using amplified sound systems all external doors and windows must be closed at all times. The courtyard cannot be booked in conjunction with such bookings. Other restrictions, to suit other users or neighbours, may also be agreed with the Hirer.

5.9 The courtyard cannot be booked after 7.00pm. Doors and windows should be closed after this time to prevent noise breakout to neighbouring residences.

5.10 All bookings must finish by 11.00pm. (unless specific approval has been given by the PCC or Centre Management Committee). This includes any post-event clearing up.

5.11 Party bookings must agree with the Centre Management at the time of booking if they wish to bring in external equipment, e.g. bouncy castles. Bouncy castles or other similar equipment is only permitted in Hall 1 and should be no more than 2.5m in height.

5.12 The Hirer should be aware that there is no parking available on site, with limited on-street parking immediately outside the Centre on School Hill. Visitors to the Centre should use the car park in the

village behind the Methodist Church. The Citi 8 bus stops very close to the Centre. There is cycle parking immediately outside the Centre, with additional hoops outside Tesco. If the hire includes use of the external courtyard, this may be used to park bicycles. Hirers should make all reasonable efforts to ensure that they and any others in their booking park legally and do not inconvenience neighbours.

5.13 The Saint Andrew's Centre is intended to be a facility to benefit the local community, not just the congregation of Saint Andrew's Church. To this end, local individuals, groups, charities and businesses are all welcome to make use of the Centre, regardless of whether they are religious or secular. However, any groups or activities which promote any form of hate speech, social divisiveness etc. will not be permitted, nor any illegal activities. The Centre Management and PCC reserve the right to refuse any booking or cancel a booking without liability if it becomes apparent that the activities are not in accordance with these guidelines.

5.14 The Hirer shall conduct and manage their activities in a proper, orderly and lawful manner and shall not permit any act, matter or thing which may injure the reputation of the Centre or Saint Andrew's Church, including nuisance to people living in the area, particularly with regard to noise. The PCC reserves the right to cease an event or require a person(s) to leave without liability if behaviour is not considered appropriate.

6 Deposit

6.1 Deposit charges are identified in Section F of the Contract.

6.2 The Hirer may be required to pay a deposit for each set of keys and/or alarm fobs they are issued with (refer 8.1 below). This deposit will be returned to the Hirer upon relinquishment of keys/fobs at the end of the period of hire defined in the Contract, or return of additional sets during the period of hire. Loss of keys/fobs will result in forfeit of the deposit and an additional deposit shall be paid for each set of replacement keys/fobs. An additional charge may be levied if the cost associated with the loss of keys/fobs is greater than the value of any deposit.

6.3 For regular bookings, an additional deposit equivalent to one month's rent, to cover damage etc. shall be paid by the Hirer. This will be returned to the Hirer at the end of the period of hire, less any deductions. Should this deposit need to be expended during the period of hire, a further deposit will be required.

6.4 For one off bookings, an additional deposit shall be paid by the Hirer. This is to both to cover damages and in case of complaints about noise or other disturbances. This will be returned to the Hirer as soon as possible after the end of the booking, less any deductions.

6.5 If damage or disturbance caused by the Hirer exceeds the value of the deposit, an additional invoice to cover this balance may be issued.

6.6 Where additional deposits are required during the period of hire, to cover loss of keys or damage, these must be paid within 28 days or the Contract may be terminated.

7 Maintenance

7.1 The Hirer shall be responsible for leaving the areas that they use tidy at the end of each session. This includes clearing, wiping surfaces, sweeping of areas etc. such that they are left in a clean and useable condition for the next Hirer. Cleaning materials shall be provided by the Centre for use by the Hirer.

7.2 General cleaning of the building is the responsibility of the Centre. However, the Hirer should ensure that any spills, breakage, damage etc. are either cleaned up or reported to the Centre Management. Failure to do so, leading to damage to the building fabric or fittings, may result in deduction from the Hirer's deposit or additional charges for cleaning or repair.

7.3 The Hirer shall be responsible for making good any damage caused by and during their use of the premises, beyond normal levels of wear and tear.

7.4 The PCC shall be responsible for the general maintenance of the premises, including (but not limited to) maintenance of smoke alarms, security systems, fire fighting equipment, external door locks and emergency exits in full working order.

7.5 All waste generated by the Hirer's event is to be cleared to the bins provided. Any unusually large items of waste (e.g. packaging to new equipment) shall be removed from site by the Hirer

7.6 Breakages should be reported to the Centre Management via the breakages book kept in the kitchen.

7.7 Drawing pins, sellotape, blu-tack,etc. must not be used to attach anything to walls, doors, windows etc. without written agreement with the Centre Management.

8 Access

8.1 Section G of the Contract identifies the number and types of keys and/or alarm fobs issued.

8.2 The Hirer shall be provided with (a) set(s) of keys/fobs to gain access to all hired areas for the duration of the Contract period. Keys/fobs shall be issued by, and returned to, the Centre Management. The Hirer's key-holders are identified in Section A of the Contract.

8.3 The Hirer is not permitted to lend out or make copies of the keys/fobs without agreement from the Centre Management.

8.4 The Hirer shall ensure that all areas of use are left secure at the end of each session. This includes communal areas and access (e.g. front doors) when the Hirer is the sole occupant of the building (e.g. for out of hours events or at other times when the Centre Management is not present).

9 Storage Facilities

9.1 The areas of storage available to the Hirer, and any charges, are identified in Section H of the Contract (if applicable).

9.3 All storage cupboards to be kept locked when the Hirer is not using the premises.

9.4 The Centre Management may periodically review storage with the Hirer, and may request clearing of rubbish or tidying of cupboards to ensure a more efficient use of space.

9.5 The Hirer may request changes to the allocated storage during the period of hire. This should be reviewed and agreed with the Centre Management.

9.6 Equipment stored on site by the Hirer must comply with all current fire and safety regulations.

10 Equipment & Additional Services

10.1 The Hirer may use any or all equipment within the premises unless identified as the property of another user group, including (but not limited to) kitchen equipment (if the kitchen is within the hire areas), chairs and tables.

10.1a The Hirer is responsible for cleaning said equipment and returning it to the state in which they found it.

10.1b It is the Hirer's responsibility to assess any risk associated with the use of Centre equipment and to undertake to use it in a safe and responsible manner so that the likelihood of accidents is minimised.

10.1c If the Hirer finds that an item of the Centre's equipment is faulty, then the Hirer is requested to report it promptly to the Centre Management.

10.2 The use of other users' equipment (e.g. toys and games, small tables and chairs) is only permitted by prior agreement with the Centre Management and relevant other users. Equipment in the courtyard may be used with care, but it should be noted that this is the property of St Andrew's Church.

10.3 Basic AV equipment (audio input for MP3 players) is available in some areas and may be used by the Hirer following appropriate instruction by the Centre Management and with agreement. The full AV equipment may only be used by prior agreement with the Centre Management and an additional charge may be made. Any additional charges are identified in Section E of the Contract. Exact details should be agreed prior to booking. (Please see also clause 5.8).

10.4 It is the Hirer's responsibility to agree equipment requirements (including tables and chairs, AV, etc.) at the time of booking. Unless agreed in advance (4.3 above) the Hirer is responsible for setting out and putting away all equipment, which should be done within the hire period (2.2 above).

11 Safety and Safeguarding

11.1 The hirer is responsible for carrying out their own risk assessments on the use of the Centre and its facilities including kitchen equipment and the Hall 1 stage.

11.2 Where a hirer brings their own electrical devices to site, it is their responsibility to ensure the safety of such devices, for example by having them PAT tested and certified.

11.3 A list of emergency contacts can be found on the main noticeboard in the foyer.

11.4 All accidents, incidents and near misses should be recorded on the Incident Report Forms located in the kitchen, where there is also a first aid kit. Guidance as to how to complete the Incident Report Form is provided in the kitchen. The Centre Management should be informed of any incidents as soon as possible.

11.5 Hirers are expected to familiarise themselves with the Emergency Evacuation Procedures document, which is available on the Centre's website, http://www.standrewscentre.org.uk/room-booking/documents/ , or from the office at the Centre on request. The principal contact named at A.3 in the Contract is deemed to be the booking's 'Responsible Person'. In an emergency, they are responsible for the evacuation of their group and reporting to a Fire Marshall (if applicable), or member of the emergency services.

11.6 Where a commercial booking involves children aged under 18 or adults who can be classified as vulnerable, the hirer will be required to agree to an additional safeguarding addendum.

12 Insurance

12.1 The Hirer must carry all insurances, and any other authorisations, memberships and/or qualifications, required by any statutory or governing body specific to their activity (e.g. Public Liability and Employer's Liability Insurance).

12.2 The PCC and Centre are not liable for any damage, injury or loss experienced by the Hirer or any members of their party whilst using the premises.

13 Liaison

13.1 All formal communications concerning this Agreement shall be between the principal contact identified in Section A of the Contract and Centre Management, and shall be made in writing.

13.2 Day to day matters relating to Hirer's use of the premises may be raised informally with Centre Management.

13.3 Any changes of personnel to be formally recorded.

13.4 Any issues, complaints or disagreements should be raised initially with Centre Management. If this is not appropriate or fails to resolve the matter, they should be raised with a representative of the PCC or the StAC Management Committee.

14 Review and Termination of Contract

14.1 For regular bookings, the Contract and these Terms shall be reviewed quarterly.

14.2 Either party may terminate the Contract on the giving of notice in line with the period identified in Section J of the Contract. Notice must be given in writing.

14.3 In exceptional circumstances, the Centre may not be able to honour a session booking (e.g. for emergency repairs). The Centre Management will endeavour to give as much notice as possible and a refund for any missed sessions will be given.

14.4 The PCC and Centre cannot be held liable for any financial loss incurred if, under exceptional circumstances, the booking cannot be honoured. The Hirer may wish to take out their own insurance to cover against such eventualities.

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