Logo, company name

Description automatically generated

Park Hill Road

Wallington SM6 0RQ

07928 824251

office@stpats.org.uk

Terms & Conditions of Hire

**TERMS AND CONDITIONS**

For the purposes of these Terms and Conditions, a regular hirer is any individual or organisation that hires a room or rooms in the St Patrick’s Church Centre on more than 5 occasions in a calendar year. Special rates cannot be applied retrospectively. So the Hirer only qualifies for special rates once they have confirmed that they will book on 5 or more occasions.

1. **Permitted reasons for hire.** No hire can run counter to what St Patrick’s Church (‘the Church’) stands for. In order to avoid confusion about what the Church stands for, we do not feel that it is appropriate for St Patrick’s Church Centre (‘the Centre’) to be used for the celebration of acts of worship that are not Christ-centred; for the promulgation of teaching that is contrary to what the Church maintains (as understood by the Parochial Church Council (‘the PCC’) and its representatives); nor for the promotion of specific political parties. Whether the intended hire meets this condition is determined by the Incumbent and the Wardens. If a prospective hirer is in any doubt about whether they meet this condition, they should contact the church office at the point of paying the deposit.
2. **Deposit.** A deposit of £25 is required for groups <30 or >30 and under 2 hours. A deposit of £150 for first time hire is required for groups >30 and 2+ hours – the Church has the discretion to reduce the deposit to £50 for subsequent hires. The deposit is payable upon the acceptance of a completed booking form and will be refunded if the premises are left in a satisfactory state with no damage. If the premises are not left in a satisfactory state, cleaning costs will be deducted from the deposit at the rate of £25 per hour. If rubbish is left by a group >30 then rubbish removal will be charged to the deposit at a figure of £90. The deposit will not be refunded if the hire fee is not paid prior to the commencement of the hire period, unless the Church obtains a suitable replacement booking for the same period.
3. **Responsibility for looking after the site.** During the period of hire, the Hirer is responsible for the supervision and security of the premises, protection of the fabric and contents from damage and the behaviour of all persons using the premises in connection with the Hirer’s activities. Hirers are responsible for any breakages and repair of damage.  
    **The Hirer is responsible for returning the room/s hired to the state in which they found it. Failure to do so could mean loss of some or all of the deposit.**
4. **Insurance and loss.** The Church accepts no responsibility for any personal loss to people using the premises, or to their cars. Should an incident occur, an Accident Report Form must be completed and posted through the external letter box within 24 hours.

The Hirer is responsible for making adequate arrangements to insure against any third-party claims which may lay against the Hirer or his/her organisation which using the premises. It is the Hirer’s responsibility to ensure they have public liability insurance (for one off users, this may be covered by household insurance).

In so far as it is permitted by law, the Hirer agrees that (1) St Patrick’s Church shall not be liable to the Hirer, its employees and guests or any third party for any losses, damage, personal or other injury to any of them or their belongings or otherwise; or for any equipment brought onto the premises including motor vehicles and (2) the Hirer will indemnify and keep indemnified St Patrick’s Church against losses, damages, costs, actions, proceedings, liabilities arising as a result of any breach or non-observance of these Terms & Conditions or other such rules and regulations made by St Patrick’s Church from time to time as may be notified to the Hirer.

1. **Safeguarding of Children and vulnerable adults.** The Hirer is required to ensure that children and adults who may be vulnerable are always protected, by taking all reasonable steps to prevent injury, loss or damage occurring and that full liability insurance for this is carried. The Hirer confirms they have seen St Patrick’s policies and guidelines for safeguarding children and adults who may be vulnerable and agrees to abide by them.
2. **Fire procedure, accident reporting and emergency plan.** The named Hirer/representative must have familiarised themselves with the guidelines for the letting, including:

* Accident Procedure and location of First Aid Box & Accident Book situated in the Atrium Servery.
* The location of three Fire Exits, one in the Conference Room, one in the Kitchen and then the Centre Main Entrance in case of an Emergency Evacuation
* Fire Extinguishers are located at various points around the Centre.
* Fire Call points / Assembly Points on the grass at the front of church.

There is a ‘Fire Action Plan’ framed Notice in each of the Centre Rooms. Hirers are reminded that they are responsible for any accident or injury arising out of the activity for which they have booked the premises. It is the responsibility of the Hirer to ensure that the premises are safe for the purposes for which they intend to use them.

Naked flames should not be used at any time except for small candles on a birthday cake.

1. **Electrical Equipment.** All electrical equipment should comply with the Electricity Appliances at Work Regulations 1989. Any additional kitchen or cooking equipment must first be checked with the church office. No deep fat fryers are allowed (unless the Hirer is using a catering company who have their own Public Liability insurance, in which case it is the Hirer’s responsibility to notify us of this and show us evidence of their insurance).
2. **Amplification Equipment.**  No amplification equipment can be used apart from small Bluetooth speakers. There is an amplification system in the “Big Space”. If the Hirer would like to use this, the Hirer must notify the church office beforehand.
3. **Use of inflatables.** These are not covered by our insurance. The company from whom the Hirer hires the inflatables must have relevant insurance cover, and the Hirer is responsible for the safe use of any inflatables.   
   The Church shall not be liable to the Hirer for any loss or damage to, or occasioned by, the use of any inflatables.
4. **Smoking.** Smoking is not permitted anywhere in the building.
5. **Alcohol.**  Alcohol may only be served with the prior permission of the Parochial Church Council of St Patrick’s Church. The Church is not licensed, and no alcohol may be sold. No alcohol shall be served to any person under the age of 18. No person under the age of 25 shall serve alcohol.
6. **Times of use.** We are conscious of the close proximity of our neighbours and so the following restrictions apply:

* No use of the Terrace (next to the Terrace room) is permitted after 9pm
* Parties can be a maximum of 3 hours and must be finished no later than 7pm (regular and church hirers can be exempt from this with permission from the Church Office)
* Groups over 30 need to finish by 9pm and vacate the site by 9.30pm (regular and church hirers can be exempt from this with permission from the Church Office)
* Groups under 30 need to finish by 10pm and vacate the site by 10.30pm

1. **Rubbish.** Rubbish must be placed in the bins outside. Groups over 30 must take their rubbish away after the event.

**Failure to comply with this will result in part or all of the deposit being forfeited.**

1. **Status of hirer.** The Hirer is a licensee during the hire period which may be terminated in writing for any reason at any time by the Church and the Hirer has no proprietary or other rights of occupancy or security of tenure in relation to the room(s) hired or any premises used by the Hirer. The Hirer does not have any exclusive possession of any part of the premises used. In addition to its rights to terminate this agreement as above, St Patrick’s Church reserves the right to offer alternative accommodation. If St Patrick’s Church terminates this agreement, then provided the Hirer is not in breach of these Terms & Conditions including documents referred to then the Hirer shall be entitled to a refund of any deposit or hire fee paid in advance for the period of hire which has been cancelled.
2. **Copyrights and licences.**  The Hirer is responsible for having/obtaining the required licence/s and/or copyrights for the activities they wish to carry out on the premises. Failure to have/obtain the required licence/s will result in the Hirer being responsible for any breaches, penalties, or any other related consequences.
3. **Cancellation by Hirer.** If the Hirer needs to cancel the booking, cancellation fees will be charged as below. The notice periods become effective upon receipt of written confirmation. Calculations are based on the total value of the confirmed booking.   
   ***Notice given before event date. Cancellation Fee 15-30 days 50% 2-14 days 80% One day or less 100%***
4. **Cancellation by St Patrick’s.**  In the event of circumstances beyond the control of St Patrick’s Church which prevent St Patrick’s Church being able to provide the facilities set out in this agreement St Patrick’s Church will have no liability in respect of any losses or damage arising directly or indirectly from such circumstances except for the deposit or hire fee which shall be refunded.  
   **For regular hirers.** St Patrick’s reserves the right to cancel the hire on individual occasions.
5. **No Subletting.**  The premises may only be used by the Hirer on this form for the purpose and period indicated. No third party may rely on the rights granted by this agreement.
6. **Alarms.** If the lift, fire or burglar alarms are set off during the Hirer’s use of the premises under this agreement St Patrick’s Church will investigate and if deemed the Hirer’s responsibility the charges incurred by St Patrick’s Church will be charged to the Hirer.
7. **Parking.** The car park is available to all users of the Church Centre and the Church and spaces are available on a first come first served basis. Spaces may not be reserved except in exceptional circumstances. Disabled bays must never be used by non-blue badge holders. Please show consideration to neighbours if parking on the road.

A picture containing text

Description automatically generated