

St. Margaret's Church spAce

Terms and Conditions of Hire

General

The spAce is the main open floor area of St Margaret's church in Carsington, and its creation and usage was conceived in 2016 with primarily local community use in mind as there is no village hall. The space is accessed by moving and stacking the church seating in preparation for usage. The residents within the parish of Carsington and Hopton are likely to be given priority in terms of use of the facility and to benefit from more favourable charging hire rates.

The spAce as part of the local church has some fairly unique considerations when considering alternative usage and hire.

Sunday is a day of worship and the spAce will not usually be available for hire.

The church is generally open to visitors during daylight hours, therefore it is quite possible that church visitors may enter the building during a hire period, they may hopefully be encouraged to stay at the back of the church and as such not interfere with the activities in the spAce.

Certain uses which would not be considered appropriate for a church will be prohibited. Similarly, the Parochial Church Council (the PCC) may need to cancel bookings at short notice if the church is required for a funeral or similar.

It is important when you hire or use the spAce that you are considerate of the building's primary purpose as a church and that you read and understand the conditions of hire below.

These conditions form part of the contract between the St Margaret's Parochial Church Council (the PCC) and the hirer, who may be an individual or an organisation represented by an individual. The individual must be an adult (21 years and over) and must be on the premises for the duration of the event or nominate an adult, who will be present, to be responsible for the event (authorised representative).

These terms & conditions of hire, plus any special conditions or exclusions agreed in writing at the time of booking apply for all bookings made and confirmed on or after 1st June 2017.

In the event of someone using the spAce without specifically agreeing to the booking confirmation, then it will be deemed that they are aware of the terms and conditions of hire and will abide by them.

These terms & conditions do not apply to conventional church usage and religious services (such as weekly services for worship, weddings, christenings & funerals), but would apply to any associated hire of the buildings (e.g. for a wedding reception or post funeral reception/wake).

Hiring

The minimum hire period is one hour.

The hire usage capacity of the spAce is set at a maximum of 50 people for safety reasons.

Hire periods must be long enough to allow for any setting up of and putting away/dismantling of any furniture/equipment. A suitable time allowance both before and after the event should be added in to the hire period to allow for this where appropriate.

If you require provision for access to a toilet or tea and coffee making facilities, it must be clearly stated when applying to hire. Limited facilities are available on site.

The basic hire charge rates are for local guidance only and the final agreed cost will ultimately depend on the form and extent of usage per the booking application. Charges for hire are at the complete discretion of the PCC.

Once the electronic booking application to hire the spAce has been received and agreed then a confirmation email will be sent detailing price and any special conditions, exclusions. This must be acknowledged and agreed to by the hirer and communicated in writing either electronically in email or in hard copy by post.

The PCC reserves the absolute right to refuse a booking request and do not have to justify their reasons for such refusal.

Payment is upon presentation of invoice, this will usually be sent out before a single event, or monthly if a regular repeat event.

The church takes precedent over all hire agreements for unexpected church events (eg. funerals) and may cancel a booking to accommodate such an event. In such circumstances the liabilities of the PCC are limited to returning any hire fee already paid.

In the event of any part of the spAce being rendered unfit for the use for which it was intended by the hirer then the PCC reserves the right to cancel a booking and shall not be held liable to the hirer for any resulting direct or indirect loss or damages whatsoever.

Cancellations by the hirer are to be made in writing (email is acceptable). Please advise cancellation as soon as known to allow scope for the booking slot to be taken up by others who may be interested. Bookings cancelled with less than 7 days notice will be charged at the full agreed hire charge. The PCC has discretion over this depending upon the circumstances for the cancellation. Any costs incurred by the PCC to facilitate a particular event and agreed covered by the booking fee will become payable upon cancellation if already incurred and regardless of the period of notice given.

Usage

The hirer (or his/her authorised representative) shall be present during the period of hire and ensure that the terms and conditions are observed. They shall be responsible for the care of the premises and the conduct of guests.

The hirer shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub hire the premises.

Smoking is not allowed anywhere in the spAce, the rest of the church or the church graveyard.

Alcoholic drinks may be served free of charge but alcoholic drinks may not be sold unless permission has been granted in advance from the PCC and a suitable license has been obtained by the hirer.

Generally gambling is not permitted within the church, however raffles, tombolas and other similar forms of credible charitable fund raising may be exceptions to this rule. Please apply to PCC for acceptability or otherwise

No nails, screws, bolts, tapes, blu tac or similar product may be driven into or stuck onto the walls and fixtures of the building.

No fixtures or fittings are to be removed from the walls, floors, windows, doors, furniture or any other aspect of the church interior.

Any furniture or equipment (electrical or otherwise) intending to be brought onto the premises needs prior approval. Please outline in booking application form.

The hirer shall make good or replace and pay for any damages (including accidental damage) or physical losses/misappropriation caused either to the church premises or fixtures and fittings during the hire period.

The hirer shall be responsible for leaving the premises in a clean and tidy condition, heaters and lighting off, seating and furniture put back, and all rubbish removed from the site. The spAce should be left in an "as found" condition at the end of the hire period.

The hirer is responsible to ensure that all users depart the building quietly and with regard for local residents.

The church is usually unlocked during the day and always locked at night. It is the responsibility of the hirer to establish if the church or vestry will require unlocking before or locking after the hire period and if necessary to collect and return the keys to the key holder.

All personal possessions or approved equipment brought into the premises by the hirer must be removed at the end of the hire period. The PCC on behalf of the church accept no responsibility for any property left on the premises after the hiring.

Health and safety

The Hirer must ensure that they do not exceed the maximum capacity for the spAce, which is set for safety at 50 people.

Fire regulations must be observed. All hirers must familiarise themselves and anyone else in the building during the time of the hire, with any safety precautions, and particularly the Fire Emergency Plan on the wall at the west end of the spAce.

The hirer is required to ensure that children and vulnerable adults are given safe and adequate supervision. They must have appropriate policies/procedures in place for their protection and must ensure that these are observed at all times.

The hirer shall, if preparing, serving or selling food to the public, observe all relevant food health and hygiene legislation and regulations with respect to standards.

The hirer shall ensure that any electrical appliances brought by them into the premises for use are safe, and in good working order, and used in a safe manner.

The hirer must report all accidents involving injury to the public as soon as possible to the PCC and also the circumstances. Any associated failure of equipment belonging to the spAce should also be reported.

The hirer must document a risk assessment for their use of the spAce and implement any appropriate further safety actions arising from that. (Pro-forma available on spAce website).

The ancient balcony at the rear of the church has steep stairs and low beams and is not to be accessed by any unauthorised person during the period of hire.

Insurance and licences

The hirer shall if appropriate have adequate insurance cover in place to cover their usage risks for the duration of the hire period and particularly for business usage.

The hirer may be required to produce a copy of their insurance policy.

The PCC have Public Liability Insurance for the church.

There is no cover provision arising from any action or negligence by a third-party hirer. Hirers should therefore note that they must accept responsibility for adequate supervision and for arranging their own suitable insurance cover to cover themselves against personal accidents, third party claims, any loss/damage to the hirer's possessions, or any loss/damage to the church facilities and its furniture, equipment and fittings resulting from the hire.

It is the responsibility of the hirer or person in charge to check if they require a licence for music, plays, alcohol sales or any other activity undertaken as part of the hire and if they do, to obtain the appropriate licence(s).

The PCC may request to see evidence of a suitable insurance, licenses or documented risk assessment for the event.

Disclaimer

The PCC, its agents and servants shall not be held liable to the hirer or to any other person using or entering the spAce during a hire period for any claims arising as a consequence of that hire event however they may be caused, unless caused by negligence on the part of the PCC.