

Terms & Conditions of Hire

Definitions

1. The following definitions apply to these paragraphs (1 – 19, a – v):

- building: the whole of the church and lobby
- premises: the areas of the building subject to the hire agreement
- common areas: the toilet, circulation areas, and entrances within the building, car park

Liability

2. THE HIRER shall indemnify the PCC, its officers and employees in respect of the cost of repair of any damage done to any part of the building or its contents during or as a result of a booking (including any loss of income by the PCC arising from the damage) and in respect of any liability to third parties or otherwise arising out of the use of the building pursuant to the booking.
3. THE HIRER must ensure that appropriate third party liability insurance is in place. The PCC accepts no liability for accidents, injuries, damage and/or loss of personal property as a consequence of using the building.
4. In the event of the building being rendered unfit for use by THE HIRER, the PCC shall be under no liability for any resulting loss or damages whatsoever.

Payment & Cancellation

5. THE HIRER shall pay the hire charge and may be required to pay a security deposit when booking. If any cheque for payment is dishonoured, the booking will be automatically cancelled.
6. If THE HIRER wishes to cancel the booking, the PCC may, at its discretion, refund the fees but shall be under no obligation to do so.
7. The PCC reserves the right to cancel the booking if exceptional unforeseen circumstances arise. In the event of the PCC cancelling the booking for church purposes, all fees/deposits paid by the Hirer shall be refunded. Where the booking is cancelled for other reasons, an alternative time and date will be offered at 50% of the usual cost.

Licensing

8. THE HIRER shall be responsible for obtaining any local authority or other licenses necessary in connection with the booking.
9. THE HIRER shall be responsible for the observance of all regulations affecting the building imposed by the Licensing Justices, the Fire Authority, the Local Authority or otherwise.
10. Where alcohol is sold or donations requested, the hirer must apply for a temporary event licence.

Safety

11. THE HIRER shall not sub-let or allow any other person(s) to use the premises nor shall they use the premises or common areas for any unlawful purpose or in any unlawful way or do or permit anything or bring or permit to be brought into the building anything which may endanger the building, its users, or any insurance policies relating thereto.
12. For events involving children, THE HIRER confirms that they are familiar with the Home Office code of practice 'Safe from Harm', and with the Oxford Diocesan Child Protection Guidelines. THE HIRER understands these policies & procedures and undertakes to follow their recommendations in relation to any work with children and young people.
13. THE HIRER shall during the period of hiring, be responsible for supervision and security of the building, protection of the fabric and contents from damage, and the behaviour of all persons using the building or having access to the building, including proper supervision of car parking arrangements (if any) so as to avoid obstruction of the highway.
14. THE HIRER shall if serving or selling food observe all relevant food health and hygiene legislation and regulations.

General Use

15. THE HIRER shall, if selling goods on the premises, comply with all relevant fair trading laws and local code of practice issued in connection with sales.
16. THE HIRER acknowledges that no tenancy is intended to be created between the PCC and THE HIRER and no relationship of landlord and tenant exists between them.
17. Where the HIRER is provided with keys to the building, these keys must be returned the same day to either the Church Office or the Vicarage, as by prior arrangement. The keys shall not be copied/given/lent to any 3rd party.
18. THE HIRER shall ensure that the Rules governing the use of the building are complied with.
19. The right is reserved for a representative of the PCC to enter any part of the building at any time.

Rules Governing Use of the Building

General

- a. St George's is a CHRISTIAN CHURCH and activities inconsistent with the church's ethos are not allowed in the building. No acts of worship, other than Christian worship, are permitted in the building.
- b. BOOKING TIMES must be adhered to and must include setting up and clearing up time. Prior permission for any extension must be obtained in writing and may be withheld at the PCC's discretion. THE HIRER books for the use of the premises and not the surrounding area. THE HIRER is responsible for the preservation of good order.
- c. THE PCC and/or the TEAM VICAR reserves the right to refuse bookings without the need to give reasons.
- d. HIRE charges/deposits are agreed at the absolute discretion of the PCC. The PCC and/or the TEAM VICAR reserves the right to retain all or any part of the sum paid in security deposit to cover losses and expenses incurred by the PCC as a result of damage caused by the hirer.
- e. ALL ADVERTISING material must clearly display the name of the person or organisation responsible for the event.
- f. EVENING USE. All hirers must vacate the premises by 11pm. No extensions beyond this time can be accepted.
- g. NOISE/DISTURBANCE. THE HIRER is responsible for ensuring the avoidance of all unnecessary noise or disturbance likely to cause annoyance to occupants of surrounding properties during the period of hire.

Care of Building

- h. CARE OF THE BUILDING. THE HIRER is expected to take reasonable care of the building, fittings, equipment and furniture, and is not permitted to put nails, sellotape, blutack or other fixings into the walls, floor or ceiling.
- i. DAMAGE. THE HIRER shall be liable to pay for all damage caused by accident or improper use either to the fabric or equipment. Any breakages within the building must be reported to the church administrator and will be charged & invoiced to THE HIRER. Fire appliances must only be used in genuine cases of emergency.
- j. THE HIRER shall not interfere in any way with the electrical equipment of the building. No equipment may be switched on or plugged in without prior written consent. Any equipment brought to the building for use shall be effectively earthed and fitted with a 3-pin 13-amp plug fused at not more than 13 amps.
- k. LOCKING UP. When THE HIRER collects the keys from the church office/Vicarage, they will be issued with instructions for locking the building. These instructions shall be followed at the end of the hire period. All fire doors and windows must be closed, all doors locked and all lights switched off. THE HIRER may be held responsible for any additional energy costs, theft or damage to the building which may result from a failure to follow these instructions.
- l. SMOKING is not allowed in any part of the premises, including the toilets.
- m. CLEANING UP. THE HIRER is responsible for leaving the premises in a clean and tidy state (including restoring any temporarily moved items to their original place) and for the removal of all rubbish from the building at the end of their hire (THE HIRER is not permitted to use the church bins).

Access

- n. NO ACCESS will be permitted to any part of the building other than the premises and the common areas.
- o. PARKING. The Hirer is responsible for ensuring proper use of the car parks, and that access to the school is not blocked. This applies in the evening, as in the day. Car parking might be shared with users of the St George's Centre.
- p. ANIMALS. Only guide dogs are permitted inside the building.

Safety

- q. FIRE EXTINGUISHERS. THE HIRER should familiarise themselves 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 Church Office/Team Vicar/Lettings Coordinator.
- r. FIRE EXITS must not be obstructed at any time.
- s. FIRST AID. A first aid box at the west end by the main doors.
- t. ACCIDENTS. Any incident involving personal injury must be recorded in the Accident Book (located with the First Aid box). Serious injuries should be reported to the Team Vicar/Lettings Coordinator, as soon as is feasible.
- u. HIGHLY FLAMMABLE substances are not permitted on the premises.
- v. TELEPHONES, there is no telephone or wifi available for use by the HIRER, The HIRER must ensure they have use of a mobile telephone for the period of hire.