



# St Michael's Church

Worship • Community • Mission

## AGREEMENT FOR THOSE HIRING ST MICHAEL'S CHURCH AND/OR CHURCH CENTRE

### Our Vision

*To raise a church of prayerful, passionate, missionary disciples of Jesus,  
empowered to serve God's plan to renew the whole of creation.*

### INTRODUCTION

St Michael's Church and Church Centre are administered by the Operations Manager and Bookings Administrator on behalf of St Michael's Parochial Church Council (the PCC). The hiring agreement is between the Hirer and the PCC. This document sets out the terms and conditions in relation to the hiring of St Michael's Church and/or St Michael's Church Centre (the premises) to the Hirer by the PCC, on the dates and times agreed in writing between the two parties. The use of the premises is permitted by the PCC on the understanding that the following rules are adhered to at all times. Once a booking to use the premises has been confirmed in writing, the Hirer is automatically bound by all terms and conditions of usage of the premises. The PCC has the right to vary these terms and conditions at any time. The Hirer is personally responsible for ensuring that all terms and conditions of our hiring agreement as notified in writing to the Hirer are adhered to.

### BACKGROUND

1. The Church, including its meetings rooms in the Church Centre, is an important historical building and a significant part of our history and heritage. The PCC has the responsibility for maintaining it for use and enjoyment by future generations.
2. The Church and Church Centre are primarily to be used for the hosting and promoting of Church activities.
3. A secondary function of the Church Centre is to act as a resource to the wider Church, other Christian organisations and the community through Church activities, Church sponsored activities and suitable community activities which help to build bridges between the Church and the local community.

### LETTING RESTRICTIONS

1. The PCC may request references from a new user before agreeing a booking.
2. The PCC will not allow bookings for purposes which are unlawful, immoral, incompatible with the Christian faith or which may adversely affect Church life or activities or the reputation of St Michael's.
3. Out of respect to other users and our neighbours surrounding the premises, all users must conduct themselves in a reasonable and courteous manner whilst on the premises, and when leaving the premises. Lettings will not normally be taken for events likely to create noise or other nuisance to neighbours. All lettings must be completed by 11.30pm which includes clear up time.
4. Advertising may only be placed in any area of the premises with the direct permission of the PCC. Any advertising material (including 'pop up' signage) must be submitted to the Operations Manager for approval by the PCC prior to publication. All such material must clearly display the name of the person or organisation responsible for the event, and how people can access the premises.

### BOOKING, FEES AND CANCELLATION

St Michael's Church and Centre, Church Lane, Budbrooke, Warwick, CV35 8QL.

Tel: 01926 407020 email: [bookings@stmbb.church](mailto:bookings@stmbb.church).

[www.stmichaels-budbrooke.org.uk](http://www.stmichaels-budbrooke.org.uk)

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1. The Hirer must be at least 18 years old.
2. Bookings cannot be accepted from political parties, nor for teenage parties.
3. The purpose of the booking shall not conflict with the values and objectives of St Michael's Church. The PCC reserves the right to cancel any letting or refuse an application for hire and no compensation will be paid if any termination arises except the refund of letting fees already paid. If the letting is for worship, bookings are accepted only from Churches which are members of the World Council of Churches and Churches Together in Britain and Ireland.
4. All booking arrangements are undertaken with the Bookings Administrator initially via the Parish Office by e-mail, [bookings@stmbb.church](mailto:bookings@stmbb.church). Completion of a booking form and a non-refundable deposit of £25 will be required before a booking will be confirmed. The booking fee will be agreed before the booking is confirmed, and will be required to be paid in full no later than 24 hours before the beginning of the hiring period.
5. Any booking more than 4 months ahead shall be regarded as provisional.
6. Hirers for regular bookings shall ensure the Bookings Administrator receives written or email notification of any dates when they do not require a letting at least 1 month in advance.
7. Anyone who hires the whole or part of the premises on more than four occasions in any twelve-month period shall take out public liability insurance with a reputable insurance office giving Third Party Public Liability Insurance to a minimum indemnity cover of £2 million and Employer's Liability Insurance to a minimum limit of £5 million and shall produce proof of such insurance to St Michael's upon request. The Hirer shall indemnify St Michael's Church against costs of claims actions and expenses in respect of injury, loss and damage except those that arise directly from the negligence of St Michael's.
8. A security deposit of up to £200 may be required, payable no later than 3 weeks before the date of hire (or at the time of booking if less than three weeks in advance). This will be returned after the letting, less and costs or charges resulting from the letting.
9. The Hirer may cancel the booking by written notice, either to the church email address or to the Operations Manager at the Church Centre and such cancellation is only effective once a written confirmation has been returned by St Michael's Bookings Administrator. No oral cancellations or other variations can be accepted. If the Hirer cancels the booking the PCC reserves the right to apply a charge of 10% of the cost of the letting, or 100% of the cost of the letting if cancellation is less than one week before the letting date.
10. The PCC may cancel any permission granted to use the premises:
  - i. If any damage has been caused to the premises or to any property of the PCC thereon by reason of any previous use of the premises by the person or body now wishing to use the premises.
  - ii. If breaches of the requirements of Warwickshire County Council's licensing conditions or of the Justices in connection with public dancing, music or other public entertainments occur.
  - iii. If the terms and conditions of hiring are contravened in any way.
  - iv. The non-refundable deposit, payable on signing the Hiring Agreement shall only be refundable to the Hirer in the event of the St Michael's cancelling the booking.
  - v. If the Hirer fails to pay the hiring fees and cost of any additional facilities fees in full following the hiring any provisional bookings shall be cancelled.

## **ACCESS AND SECURITY**

1. There will be no access to the premises before the commencement of the hire period. The Hirer must allow sufficient time for preparation before the event when booking the time hire.
2. The Hirer must have cleared up and left the premises by the end of the booked period. Sufficient time must be included to allow for clearing away and for all participants to leave the premises by the end of the booked period which will be no later than 11.30pm.
3. St Michael's does not employ a full-time caretaker; therefore, the Hirer is responsible for all setting up and putting away of any equipment used.
4. Any letting of the premises will require a responsible person to be present on behalf of the PCC at the beginning and end of the letting period to check that the facilities are in order.
5. Access to the premises will be agreed with the Bookings Administrator.
6. It should be noted that a representative of the PCC may enter any part of the premises at any time.

## **HEALTH AND SAFETY**

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1. Whilst the PCC will take steps to ensure the premises are safe to use, it is the responsibility of the Hirer to ensure the safe conduct of their activity during the period of hire, and for ensuring that Security, Fire and Health and Safety requirements are met.
2. The PCC has compiled two Health and Safety documents to assist the Hirer– ‘First Aid Briefing for Church Hall Users’ and ‘Evacuation Procedures for the Church Hall’; included in these documents are the requirements upon the Hirer in respect of accidents or injury.
3. All entrances and exits must be kept clear at all times and the number of people attending must be declared at the time of booking to ensure that this does not exceed the maximum number allowed.
4. There are no public telephones in the premises; the Hirer should ensure that it has access to a mobile telephone.
5. During the letting the Hirer shall be responsible for familiarising himself/herself and their invitees with the fire precautions and fire escape routes.
6. In case of fire the Hirer is responsible for ensuring the safe evacuation of their party using the nearest usable signposted fire exit. The assembly point is located in the car park. Although fire extinguishers are available it is recommended that evacuation is conducted first and no attempt is made to put out the fire unless the Hirer has been trained in the use of fire extinguishers.
7. First Aid equipment is kept in a box in the wall in the downstairs' kitchen.
8. Where the hire is for commercial reasons, the Hirer must ensure that any electrical equipment brought on to the premises has been subject to a Portable Appliance Test (PAT) by a competent individual, and if required provide a valid test certificate. The Hirer is not permitted to bring in supplementary heating appliances without prior agreement by the Operations Manager.
9. It is the responsibility of the Hirer to ensure that the setting up and use of any electrical equipment brought onto the premises is undertaken so as to preserve the safety of the environment and the attendees; in particular, cables should not present tripping hazards to participants at the event and the equipment used should be electrically safe.
10. The Hirer is responsible for ensuring that any manual handling, e.g., moving of furniture or setting up of equipment, is undertaken safely.
11. Furniture, including chairs, must not be removed from the premises or taken outside unless prior permission has been granted by the Operations Manager.
12. A strict No Smoking Policy applies to all rooms (including toilets) in all the premises. The premises are fixed with smoke alarms, which will be activated by cigarette smoke.
13. The Hirer shall not permit more than the maximum number of people, notified to him by St Michael's to be in any room at any time.
14. The Hirer shall ensure no bolts, nails, tacks, screw, pins, hooks strong adhesive or other such like objects are used in or on any part of the premises and no decorations are put up near light fittings or heaters.
15. No decorations or extra lighting shall be installed unless previously approved by the Operations Manager.

## **RESPONSIBILITIES**

1. The PCC will be responsible for providing facilities as agreed in good working order throughout the letting period.
2. The Hirer will be responsible for ensuring that all users are aware of the procedures for safe and correct use of equipment and facilities, and shall report any deficiencies on the occasion of each use.
3. The Hirer shall ensure that there is a responsible adult or adults present and able to supervise at all times during the letting. This includes the Hirer ensuring that its staff and volunteers have suitable safeguarding policies in operation and that its personnel are DBS cleared as appropriate. During the period of hire, the Hirer is responsible for the orderly behaviour of individuals on the premises and must not leave the premises unattended at any time.
4. The Hirer must leave the Church Centre all in a clean and tidy condition. Losses, breakages and damage must be reported, and paid for in full. The Hirer is required to clear up any spills and any debris and crumbs. The Hirer must report any stains or damage to the Bookings Administrator as soon as possible after the booking.
5. The Hirer agrees to indemnify the PCC against all claims, demands, actions, proceedings, damages, costs and expenses arising out of non-observance of the Terms of this document.
6. There are tables and chairs available for the Hirer's use. The Hirer is responsible for setting up the premises being hired in the format and manner it requires but is required to ensure the furniture is stacked away after use.
7. The Hirer agrees that any use of the Kings Meadow Field and or the grounds of St Michael's Church, or the facilities within those resources (Firepits, decking chairs and tables etc) must be left in the condition they were found in.

## **INSURANCE AND LEGAL REQUIREMENTS**

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1. It is the responsibility of the Hirer to effect whatever insurance they require to cover their liabilities. Insurance effective by the PCC does not extend to a Hirer's liabilities. The PCC accepts no liability for accidents, injuries, damage and/or loss of personal property as a consequence of using the premises.
2. Commercial Hirers must provide a copy of their Public Indemnity Insurance Certificate together with appropriate evidence of any other insurance prior to the lettings taking place.
3. The requirements for the issue of licences for public dancing, music or any public entertainment must be strictly fulfilled. Any failure to comply with applicable regulations will be the responsibility of the Hirer.
4. The Hirer shall indemnify and keep indemnified the respective bodies and persons from and against all loss and damage which the PCC or any property belonging to or under the control of the PCC may sustain or incur by reason of the permission to use the premises or otherwise arising out of or in connection with such user, including cost of replacement and reinstatement and the damage to the property of, or the bodily injury or death of any person or persons.
5. No musical works in the repertoire of the Performing Right Society may be performed in public on the premises except on payment to the Society of the appropriate fee.
6. No lecture, play, opera, dramatic or musical or other work in which copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained by the Hirer and all necessary fees paid. No performance of any recording device in which copyright subsists shall be given on the premises unless the previous consent of the Phonographic Performance Ltd., or other owner of the copyright has been obtained by the hirer and all necessary fees paid. The Hirer must make his/her own inquiries as to the existence of any such copyright as aforesaid. Proof of permission to use the piece of work may be required by the PCC at the time of booking.
7. The Hirer is responsible for ensuring, and must confirm to the PCC, that all volunteers/staff hold requisite DBS certificates if the hire relates to work with children or/and vulnerable adults.
8. The Hirer must also have in mind the provisions of the Children's Act at any event involving children. Events for persons under 18 years of age must at all times be properly supervised by an adequate number of responsible adults, in accordance with the Children's Act. Specifically, a Hirer not subject to regulation (e.g., a family party) must ensure that no person under sixteen years is permitted on the premises without adequate adult care and supervision. It is recommended that children under the age of four are individually supervised at all times.
9. The Hirer shall not use the premises for any other purpose than that specified in the booking form, and is specifically forbidden to use, or allow the use of the premises or its surrounding grounds for any illegal or immoral purpose.
10. The Hirer shall not trade or allow trading to take place from the premises during the hire period, unless agreed in writing by St Michael's before the hire period begins.
11. The Hirer shall not sub-hire or assign to any third party the premises.
12. Force Majeure – St Michael's shall not be liable for any loss or damage caused by any interruption in or failure to provide any part of the premises or any facilities therein where such failure is due to causes beyond the control of St Michael's.
13. The premises may not be used for immoral or indecent purposes or for purposes incompatible with the Christian faith or which may adversely affect the life, activities or reputation of St Michael's. The decision of St Michael's in the event of a dispute is final.
14. The use of gambling machines is not permitted.
15. The Hirer shall ensure that their use of the premises does not interfere with the enjoyment of other parts of the premises by other users.
16. St Michael's Church is "Fairtrade" church and regular users of the premises are asked to conform to the Fairtrade principles available at [www.fairtrade.org.uk/](http://www.fairtrade.org.uk/)
17. The Hirer is responsible for:
  - a. The conduct of all persons admitted into the premises during the period of let.
  - b. Damage to the premises arising directly or indirectly from the let, and the resulting costs of replacement or reinstatement;
  - c. The results of any drunkenness or disorderly conduct;
  - d. The cost of Police services made necessary by the letting; and
  - e. Consequential losses arising from the above.
18. St Michael's does not accept any liability for any claims, however arising, that results from damage to any property brought into or left in the premises, or for injuries sustained by the hirer or persons admitted to the hall during the period of let, save when such injuries are directly caused by the negligence of St Michael's Church.

## GENERAL

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1. No intoxicating liquor shall be brought or consumed on the premises or any part thereof except where previously approved by the PCC. No alcoholic drinks may be sold.
2. Dogs are not permitted inside the premises unless they are Assistance dogs.
3. No adhesive or fixing material may be used which may damage the fabric of the premises
4. Chewing gum is not allowed on the premises.
5. All rubbish must be taken from the premises by the Hirer and may only be deposited in the outside refuse bins with the prior permission of the PCC. No food or drink must be deposited on the ground outside the premises.
6. The Hirer is responsible for providing any catering required during the period of hire. The Church Centre has a fully-fitted kitchen which the Hirer must request to use as part of the booking process. A Hirer using the kitchen must ensure that all utensils and facilities used are cleaned and properly stored after use.
7. The Hirer shall not permit posters, advertisements or notices to be displayed on the premises without the prior consent of St Michael's.

## COMPLIANCE

1. Failure by the Hirer to comply with any or all of the terms of this agreement where applicable, whether intentionally or not, may be deemed by the PCC to be just cause for immediate cancellation of this and any further letting or series of lettings.
2. If the Hirer fails to observe these Conditions of Hire (e.g., by leaving the rooms in a damaged or dirty state, or leaving excess rubbish on the premises) then St Michael's will recover the costs by deducting them from the security deposit or by invoicing the Hirer.

## ADMINISTRATION

1. Management of this agreement will be overseen by the Bookings Administrator. This includes the acceptance and declining of bookings in consultation with the Vicar and members of the Standing Committee of the PCC if necessary. The Vicar will act as final arbiter if required.
2. The hiring agreement constitutes permission only to use the premises or part of the premises. The Hirer acknowledges that no tenancy is intended to be created between the St Michael's and the Hirer. St Michael's may, by notice of the Hirer, change the location of the room or rooms within the premises and having notified the Hirer of the change, the Hiring Agreement shall relate to the new location for all the purposes of this agreement.