

ST GREGORY & ST MARTIN'S CHURCH, WYE

TERMS & CONDITIONS OF HIRE

PLEASE READ VERY CAREFULLY

The Church can be hired for private functions and events, by individuals or groups from Monday to Saturday. Outside of these times the express permission of the Vicar must be sought. Once you have ascertained from the Church Office Manager that your date is available you should confirm your booking using the Church Event Booking Form.

Included in the hire charge is all heating and lighting; use of an urn and washing up and toilet facilities. Crockery is available on request. There is a separate charge of £50 for audio visual use (availability may be limited as you must use our nominated technician).

The total capacity in the main body of the Church is 220 (not including performers such as a choir or musicians in the Chancel). The total capacity must not be exceeded in any circumstances.

All functions, music etc must end at 10.30 pm at the very latest and the Church and surrounding area etc must be quiet and unoccupied by 11pm.

Parties for children and teenagers must be supervised (see section 6). Generally teenage parties are not permitted unless by specific authority.

BBQs etc ARE NOT PERMITTED inside or outside the Church.

The Church must be left in a clean and tidy state. Please bag up all your refuse/rubbish and take it home with you as the Church does not have a rubbish collection.

Access to the Church will be provided by a Church representative who will open and lock the Church and will be the Emergency Contact during your event. It is important therefore to agree timings for opening etc PRIOR to the event and to adhere to these.

SMOKING AND VAPING IS PROHIBITED IN THE CHURCH and users must adhere to the Health & Safety Act 2016 in this regard.

Dangerous and unsuitable performances

No performances involving danger to the public or of a sexually explicit nature would be appropriate and please bear in mind the special nature of this place of worship.

The approval of any booking request is at the discretion of the Parochial Church Council (PCC) and as such the PCC reserves the right to refuse any request to use the Church.

1. Conditions of Hire and Responsibilities of Hirer

The Church is let subject to these regulations and at the discretion of the PCC. The PCC's decision is final in every application for hire. A contract or booking form is issued to confirm each hire. If the hirer (the person who signs the booking form or contract) is not going to be present during all the hire, s/he must appoint another responsible person, over the age of 25, who will be present during all the hire, and give them a copy of these Regulations to read and to take responsibility for ensuring compliance with them.

2. Nature of Hire Function

The purpose of the hire of the Church must be notified on the Booking Form when the hire is arranged. No auction, sale or other form of commercial activity is allowed unless sanctioned by the PCC.

3. Hire Restrictions

The Church may be let for activities from 9.00 am to 11.00pm daily (except Sundays when the express permission of the Vicar must be given). The Church must be cleared, cleaned and vacated by 11.00pm. Fire exits must be left clear at all times. A Performing Rights Society certificate is held which enables music to be played in the Church. Obtaining any other licences required for activities in the Church is the responsibility of the hirer. Note that the Church is not licensed for the sale of beer, wines or spirits.

4. Booking Charges

For all bookings a separate deposit will be required of £100. This is refundable, provided that, in the opinion of the PCC, all the Church regulations have been met and the hirer has carried out his/her responsibilities as described. Cancellations are chargeable in full, but a refund may be made at the discretion of the PCC, subject to an administration charge of £20.

The booking deposit will be returned to you within 14 days after your booking, once the Church, grounds and equipment have been inspected. If there are items missing or broken, the cost of the replacement will be deducted from the deposit. We will contact you before this happens. If the value of the item exceeds the deposit then we will contact you in the first instance. The Church representative will endeavour to inspect the Church straight after each booking.

5. PCC Disclaimer

Every endeavour will be made by the PCC to fulfil any booking, but retain the right to cancel any letting should the need arise. In such cases the PCC's liability will be limited to the refund of monies paid in respect of a booking. The PCC will not accept liability for any injury, loss or damage incurred by hirers or any other person whilst using the Church, including loss or damage to goods or property left in the Church.

8. Insurance

The Church holds Public Liability insurance (displayed in the South Porch). This insurance does not cover the Hirer for loss as a result of his/her own actions or inaction.

It is essential therefore that the hirer has adequate insurance in force for all legal liabilities which could arise, including death or personal injury to third parties (including employees and volunteers), damage to Church property or the property of others, arising out of occupation and activities whilst at the Church premises.

A hirer's own insurance is not required for Church services which include a further function such as a funeral wake. For clarification please contact the Church Office Manager.

The PCC is not responsible for the loss, theft or damage to hirers property whilst on Church premises, or the Churchyard.

6. Safeguarding Policy

Compliance with The Children Act 1989: The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure & Barring Service checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer must provide the PCC with a copy of their DBS check and Safeguarding Policy on request.

The Church has a Safeguarding Certificate which is posted in the South Porch. A copy of the policy is available on request.

7. Safety of Persons using the Church

As a minimum, the hirer must take the following safety precautions:

Carry out a risk assessment of the intended activity. The risk assessment should identify any specific precautions/actions that the hirer needs to undertake to ensure the safety of his/her group. Specific requirements may be needed for disabled persons, young persons, etc. In particular the hirer should consider how s/he will evacuate the building in the event of fire or other emergency. Locate the fire exits from the building and check they are unobstructed and remain so.

Locate the first aid box: these can be located in the Hymnbook stand, under the servery sink, in the toilet area and under the sink in the Tower Room see Church plan in Event Information Pack).

Check the position of fire extinguishers.

Ensure that when the Church is used for stage play performances, all scenery, curtains, stage effects etc. are of non-flammable material.

Ensure that no alterations are made to electrical circuits and/or electrical equipment.

Ensure that all portable electrical appliances brought in are tested and labelled as having been PAT tested where relevant. (All electrical appliances provided by the Church are PAT tested and labelled as tested.) Record any accident that occurs on an Accident Report form (see Section 9).

Explosives and flammable substances:

The hirer shall ensure that, during the period of hire:

- Highly flammable or explosive substances are not brought into, or used in any part of the premises by members of your group, and that
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool, candles or tea lights) shall be erected without the consent of the PCC. No decorations are to be put up near light fittings or the heating grilles.

Money/Cash

Hirers should not leave money or cash anywhere on the premises.

Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of the PCC. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

Damages

Report any defective or damaged equipment or facilities using a Defect Report form (see Section 9), so repairs can be actioned. Wherever possible a notice should be fixed to the damaged equipment warning that it is not to be used.

9. Responsible Person

The PCC require that hirers nominate a responsible person for the duration of the booking. This person must be a minimum of 25 years of age. That person is responsible for security, fire safety, the health and safety of users and the fabric of the Church and its grounds.

The responsible person must:

- Act as the fire warden and familiarise themselves with the fire exit procedure
- Familiarise themselves with the contents of this document
- And is responsible for:

Any damage or loss to the Church and grounds during the hire period. They must ensure that the Church and churchyard are left in a clean and safe condition, ensure that all pews, tables and chairs, are clean and returned to their original places, ensure that liquid spills are wiped up immediately and any equipment, if used, must be clean and items placed back in their cupboards. Toilets and washbasins must be left clean and tidy. Mops and brooms are in the cleaners' cupboard in the toilet lobby. Broken glass must be wrapped before disposal. No liquids or hazardous substances to be emptied in the bin by the Servery area.

An Event Hirer's Information Pack containing Fire Safety (including Fire exits and Extinguishers positions), Accident Report form, Defect report form and Church layout can be found in the Hymn Book Stand by the South Door.

10. Music and Nuisance

The hirer must ensure that the playing of music etc. does not cause any nuisance to nearby residents. All external doors should be kept closed during the hire to minimise noise emissions from the Church. In the event of a complaint about music or nuisance, the Environmental Health Officer may be called to investigate. The hirer will be held responsible and must accept any necessary action which may be taken.

11. Condition and Security of the Church

The hirer must ensure that the Church is left secure and undamaged and the Church and outside paved and grassed areas are left in a clean and tidy condition.

IMPORTANT: ALL LIGHTS, urn etc must be switched off before leaving the Church. Any spillages should be dealt with - mops, brooms, dustpans and brushes are stored in the cleaner's cupboard. **Bagged rubbish, and/or recyclable waste, must be taken away by the hirer as the Church does not have a refuse collection.**

To avoid causing damage, adhesive tape, drawing pins, nails, etc. must not be used as fixings anywhere in the Church. A charge may be made to cover the repair of any damage or breakages arising during a hire.

12. Alcoholic Drinks

Alcoholic drinks may be consumed on the premises, but the hirer may not make any charges for providing alcohol unless they hold a licence. Hirers wishing to sell alcohol at events must seek the prior agreement of the PCC. The hirer must obtain the appropriate Temporary Event Notice from Ashford Borough Council and provide evidence of the Licence to the PCC, 14 days in advance of the event.

The PCC reserve the right to decline the licence request. No licence, no sale of alcohol. It is the Hirers responsibility to ensure that the Licensing Conditions, as required by Law, are met.

A charity can give alcohol away at events or meetings without a licence but must make it clear that the value of the alcohol is not included in any ticket price or entrance fee. If you are giving alcohol to guests as part of a private event then no licence is required.

13. Church furniture

Pews, chairs and tables must not be taken outside the Church without permission of the PCC. Pews, chairs and tables should be moved with care, so as not to damage the walls or flooring. When moving pews it is essential that each pew is moved by two people and stacked **no more than 5 high**. Pews must be returned to their original position (see Church plan) and tables and chairs used must be returned to the store area and stacked neatly so as to allow passage. Do not stack chairs more than 6 high.

14. Organ and Piano

Use of the organ and piano is at the express permission of the Church's Director of Music. In the first instance please ask for his contact details if you wish to use these.

15. Car Parking

Please be aware that the Church does not have any designated car parking.

Wye has a small but central public car park off Churchfield Way, a short walk from the Church. This is owned by Ashford Borough Council and it is clearly sign posted and lit. The car park is free to use, but only for a stay of less than 24 hours. There are short stay parking bays near the Post Office, and various unrestricted parking spaces near the Church. It is the hirer's responsibility to ensure that their attendees park legally and responsibly.

The PCC reserve the right to change these Terms & Conditions and Hire Rates at any time at their discretion.

16. Contact details and queries:

If you have any queries please contact either the Church Office Manager or the church representative you have been dealing with.

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