



**PARISH CHURCH OF ST.FRANCIS OF ASSISI WELWYN GARDEN CITY**  
**PREMISES BOOKING TERMS & CONDITIONS**

**1 Definitions**

<b>PCC</b>	The Parochial Church Council of St Francis of Assisi, Welwyn Garden City
<b>Hirer</b>	The person(s), body corporate, or unincorporated association legally responsible for the hire of premises.
<b>Guest</b>	The Hirer or any person invited or permitted access to the premises by the Hirer.
<b>The Premises</b>	All that freehold including the Church of St Francis and attached buildings (Parish Room, Hall) and the land (including 'Frankie's Garden') bounded by public roads, but excluding the Vicarage, the Vicarage garage and the Vicarage driveway. The hiring will specify which parts of the buildings may be used by the Hirer. These terms and conditions are also applicable to 'Frankie's Garden' which lies within the freehold.
<b>Booking Secretary</b>	The person nominated by the PCC to handle bookings, or their authorised deputy who may be contacted via the St Francis Church Office.

**2 Bookings, Deposits and Confirmations**

- a) Where the period of hire exceeds 3 hours and/or the booking fee is more than £45, a deposit of 25% of the total applicable charge is required before confirmation of hiring is issued. Where the period of hire is under 3 hours and/or where the booking fee is less than £45 bookings will be required to be paid in full before confirmation is issued. The balance due for any bookings is required to be paid at least 1 calendar month before the date of the event. The PCC shall incur no liability for any booking unless the PCC has received a completed booking form, the required deposit or fee has been paid in full, and the booking has been confirmed in writing on behalf of the PCC by the Booking Secretary.
- b) The PCC reserves the right to require payment of a special deposit of £50 by the Hirer to the PCC, who will refund such deposit to the Hirer within 28 days of the termination of the period of hire less the sum of rectifying any damage or loss caused to the premises and/or contents during the period of the hiring as a result of the hiring.
- c) The PCC reserves the right to cancel any booking if exceptional unforeseen circumstances arise. In the event of the PCC cancelling the booking, the liability of the PCC shall be limited to return of the booking fee (including the deposit).
- d) Booking times must be strictly adhered to. No function may continue beyond 10.30pm. Music may not be played or performed after 10.00pm.
- e) No bookings will be accepted from persons under the age of 18 years.
- f) The PCC reserves the right to refuse the proposed booking if it would be contrary to the purpose and doctrine of the Church of England, or in order to avoid causing offence on the grounds of religion or belief to persons within the Church of England. The PCC will make a decision whether such a booking will be refused on a case by case basis with regard to all the circumstances at the time of the application.

### 3 Cancellations

- a) In the event of cancellation of a confirmed booking by the Hirer, the PCC shall be entitled to retain some or all of the deposit as follows:

<u>Period of notice of cancellation</u>	<u>% of Charge retained</u>
More than 3 months notice	No charge
Between 1 and 3 months notice	25% retained
Less than 1 months notice	100% retained

- b) In the event that the PCC is forced to cancel any booking for reasons beyond its control, the liability of the PCC shall be limited to return of the booking fee (including the deposit).

### 4 Liability

- a) The Hirer will be fully responsible for all persons and property brought onto the premises during the period of hire and will indemnify the PCC against any claims in respect of loss, injury, or damage sustained by or to such persons or property other than claims in respect of death or personal injury or loss of property arising solely from the negligence of the PCC, its servants or agents.
- b) The Hirer must provide the PCC with written confirmation at the same time as making final payment and no later than 1 calendar month prior to the date of the event that they have insurance to cover public liability for their activities during the period of hire, and for loss or damage to the property of persons attending the function. In the absence of satisfactory evidence being provided by the Hirer the PCC reserves the right in its absolute discretion to cancel the booking.

### 5 Health and Safety

- a) The Hirer must ensure that the premises are safe for the purposes for which they intend to use them. They are required to complete details of any accident or incident occurring during their occupation of the premises which did or could give rise to injury as soon as possible after the accident or incident but in any case before the premises are vacated by the Hirer after the event. The Hirer must notify the PCC via the Parish Office as soon as possible after the accident, but in any event within 24 hours. An Accident Book is provided for this purpose in the hall kitchen, and in the kitchenette adjacent to the Parish Room.
- b) Fire and safety regulations are to be observed. Hirers should familiarise themselves with location of fire exits and fire appliances. Access to all doors and fire exits must be kept clear at all times. In the event of a fire the Hirer shall ensure that Fire Brigade is called immediately and all steps taken to evacuate the premises and ensure the safety of all occupants. The Hirer shall also ensure the Verger or his representative is notified, whether or not on site.
- c) There is no public telephone on the premises.
- d) Smoking is not allowed in any part of the premises.
- e) A copy of the PCC Health and Safety Policy is posted in the Church porch.

### 6 Conditions for the use of Premises

- a) The Hirer may not use the premises for any purpose other than that specified in the booking form and agreed in the booking confirmation. The Hirer or his guests must not, without first obtaining written consent of the PCC, cause or permit:
- any electrical or other works at the premises, including amplification and lighting;
  - the use of any loudspeaker system or other equipment outside the premises.
- b) The Hirer may not cause or permit any alterations to fixtures or fittings, nor the use of nails or screws on floors, walls or other parts of the premises. The Hirer must ensure that any signage and decorations that are placed on walls are attached only with Bluetack, except the blue boards at the rear of the main Church on which only Velcro may be used.
- c) The use of candles or naked flames is not permitted on the premises without prior approval.
- d) The main Church is to be respected as a place of worship whether or not it is included in the hire.
- e) The Hirer will conserve energy by use of lighting only as required and as practicable.

- f) The maximum number of persons in each part of the premises shall not exceed those set out on the accompanying 'Specifications' chart.
- g) Any instructions showing what furniture may or may not be moved must be strictly observed unless special arrangements have been made in advance.
- h) Before vacating the premises at the end of the hire period the Hirer shall ensure that:
  - all facilities have been left in a proper clean and tidy condition with all furniture/equipment replaced in the storage positions as illustrated on the relevant layout plans;
  - any equipment belonging to the Hirer is removed or stored as appropriate;
  - all rubbish has been removed from the premises;
  - all lights have been turned off, and heating left as it was found; all windows are securely locked.
- i) Hirers holding keys shall ensure the premises are fully secure before leaving. Key holders are required to inform the Booking Secretary of any changes in leader or circumstances. Hirers not holding keys shall liaise with the Verger or appointed representative to secure the premises before leaving.
- j) The Hirer shall be liable to the PCC for any damage, loss or extra cost resulting from failure to leave the premises in a proper clean and secure condition.
- k) The Hirer is responsible for obtaining any entertainment, performing rights, copyright, Licence or other permissions necessary for activities to be conducted on the premises during the period of hire. A copy of any necessary license(s) or permission(s) must be provided to the Booking Secretary no later than the date of making full payment.
- l) Any equipment brought onto the premises by the hirer must comply with current safety legislation. All electrical equipment brought onto the premises for use during the period of hire must have a valid Portable Appliance Test (PAT) label or certificate. The PCC reserves the right to refuse the use of non-certified equipment on its premises,
- m) If the Hirer notices any defects of equipment or facilities which constitute part of the hiring agreement, they are requested to inform the PCC via the Parish Office.

## **7 Child Protection**

- a) The Hirer shall ensure that any activities for children comply with the provisions of the Children's Act 1989 together with any conditions required by Social Services applicable at the time of the event. A signed copy of the PCC's current Child Protection policy is posted in the Church porch. Hirers are required to read this and ensure that they have their own Child Protection Policy and Procedures that are consistent with these standards.
- b) It is the responsibility of the Hirer to ensure that all necessary Child Protection checks have been undertaken before hire commences. The PCC cannot accept any responsibility for the Hirer's failure to comply with this requirement.

## **8 Protection of Vulnerable Adults**

It is the responsibility of the Hirer to ensure the protection of any vulnerable adults using the facilities

## **9 Discrimination**

The Hirer shall ensure that all current legislation and regulations are complied with so as to ensure no discrimination takes place regarding race, colour, ethnicity, nationality, religion or belief, sexual orientation, disability, or age.

## **10 Food and Beverage**

- a) The serving of food and beverages to guests is permissible in areas other than the Hall only by the agreement of the PCC and confirmed in the booking agreement. Intoxicating liquor may not be sold on the premises, or provided free of charge to persons who have paid for admission to the premises, unless the appropriate Temporary Event Notice' has been authorised by the Licensing Authority, and a copy filed with the Booking Secretary in advance of the event.

- a) The Hirer is responsible for damages and/or breakages to any tableware, glassware and dinnerware provided as part of the hire of the hall.
- b) It is the responsibility of the Hirer to ensure that all statutory food safety requirements applicable at the time of the event are complied with.

### **11 Organ and Grand Piano**

- a) The Church Organ may only be used by agreement in advance, and is subject to an additional fee of £30.00. Permission should be requested from the Booking Secretary who will refer it to the Organist for consideration. The Hirer will be required to pay for any tuning deemed to be necessary after the event.
- b) The Grand Piano may only be used, or moved (and that only under supervision), by agreement in advance. Permission should be requested from the Booking Secretary who will refer it to the Organist for consideration. The Hirer will be required to pay for any tuning deemed to be necessary after the event.

### **12 Sound System**

The Hirer may use the Church Sound System by agreement in advance. Permission should be requested from the Booking Secretary who will refer it for consideration. The PCC will consider a request for a trained operator at the cost of the Hirer unless otherwise agreed.

### **13 Vehicle Parking**

- a) Parking on the Church premises is restricted to the seven paved bays. These are available to all users of the premises on a first-come first-served basis.
- a) Under no circumstance is any vehicle to be left where it could obstruct the free access of any emergency vehicle using either road entrance to reach the building.
- b) No stopping or parking is permitted on the paved footpaths including the pathway down the side of the buildings.
- c) Stopping or parking on the tarmac driveway is limited to disabled badge holders, loading or unloading, emergency services, and Church office-holders on official duties only.
- d) No stopping or parking is permitted on any grassed area within or outside the church premises.
- e) The PCC reserves the right without notice to reserve all parking for church services or special events.

### **14 Sanitary Facilities**

The main toilet facilities, including a disabled toilet and baby changing facility, are provided off the lobby of the side entrance door. Hirers of the Hall must allow users of other parts of the premises access to these facilities via the side entry door.

### **15 General**

Notwithstanding anything contained in their Terms and Conditions, the PCC will not be liable for any failure to perform its obligations to the Hirer in whole or part as a result of any of the following circumstances:

- a) Failure of supply of electricity or gas
- b) Strikes
- c) Other industrial action(s)
- d) Fire at or near the premises
- e) Leakage of water, or flood at or near the premises
- f) Civil unrest, dispute or commotion
- g) Act of God
- h) Legal action against the PCC not resulting from its negligence preventing the supply of services.

## 16 Other Information

- Parking

See Terms & Conditions' regarding parking on the premises. Public parking is available in the Howard Centre and Sainsbury's supermarket car parks. Time-limited kerb-side parking is available in the immediate area. The Hirer should direct their guests to these as appropriate.

- Special Events

St Francis Church welcomes concerts and other major events. Where these would require major movement of furniture or other disruption, the Church will try to accommodate these, subject to compatibility with religious constraints. In all such cases, prospective Hirers are invited to request discussion of these requirements at the time of booking.

- Customer Satisfaction

St Francis Church values being able to provide good service in meeting the requirements of the Hirer. If the Hirer is in any way not satisfied with the service provided, or has any comments or recommendations for improving the facilities, they are invited to write to the PCC at the address below.

- Contact Us

Registered 1129849

Charity No.

Address St Francis of Assisi CoE, Parish Office, Church Road, Welwyn Garden City, Herts, AL8 6QJ

Parish Office Monday to Friday from 9:30am to 12noon

Hours (Closed on public and bank holidays)

Telephone 01707 694191

E-Mail [admin@stfranciswgc.org.uk](mailto:admin@stfranciswgc.org.uk)

Website [www.stfranciswgc.org.uk](http://www.stfranciswgc.org.uk)

Facebook [www.facebook.com/stfranciswgc](http://www.facebook.com/stfranciswgc)