



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

### 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>Bookings Secretary</b>	The person nominated by the PCC to handle bookings, or their authorised deputy who may be contacted via the St Francis Church - Parish Office.

### 1. Liability

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.

It is the responsibility of the Hirer to effect whatever insurance he/she requires to cover his/her liabilities. Insurance effected 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.

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.

### 2. Charges and Bookings

- a) The Schedule of Charges may be revised by the PCC at any time.
- b) In addition to the deposit indicated in the Schedule of Charges, the PCC reserves the right to require payment of a special deposit of £100 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 Hirer must submit a signed Church Premises Hiring Agreement form to the Bookings Secretary, who will issue a confirmation of the booking on receipt of the booking fee.

- d) 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).
- e) Booking times must be strictly adhered to. No function may continue beyond 2230. Music may not be played or performed after 2200.
- f) In the event of an overrun, the Hirers are responsible jointly for agreeing a course of action to resolve the issue, and notifying those attending the events.
- g) Bookings will not be accepted from persons under the age of 18 years.
- h) The PCC reserves the right to refuse a proposed booking if it would be contrary to the purpose and doctrine of the Church of England, or to avoid causing offence on the grounds of religion or belief to persons within the Church of England. The PCC will decide whether a booking will be refused on a case by case basis, with regard to all the circumstances at the time of the application. No acts of worship, other than Christian worship, are permitted in any part of the premises.
- i) 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.
- j) 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.
- k) Any request for special terms for a booking will be referred by the Bookings Secretary to the PCC.

### **3. Conditions for the use of Premises**

Any letting of the premises will require a responsible person to be present at the beginning and end of the letting period on each occasion that a letting is to take place to check that the facilities are in order. The premises must not be left unattended during the period of the booking.

- 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 and is specifically forbidden to use, or allow the use of the premises or its surrounding grounds for any illegal or immoral purpose.
- b) The Hirer must not, without first obtaining written consent of the PCC, cause or permit the use of any loudspeaker system or other equipment outside the premises, or carry out any electrical or other works at the premises, including provision of sound amplification and lighting.
- c) 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.
- d) 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. Notices or decorations must not be fixed on any walls.

- e) 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 Bookings Secretary no later than the date of making full payment.
- f) The use of candles or naked flames is not permitted on the premises without prior approval.
- g) The main Church is to be respected as a place of worship, whether or not it is included in the hire.
- h) The Hirer will conserve energy by use of lighting and heating only as required and as practicable.
- i) The maximum number of persons in each part of the premises shall not exceed those set out on the Schedule of Charges.
- j) Any instructions showing what furniture may or may not be moved must be strictly observed unless special arrangements have been made and agreed in advance.
- k) If the Hirer notices any defects of equipment or facilities which constitute part of the hiring agreement, they are requested to inform the Verger or the Parish Office.
- l) The grass area and the childrens' play area known as Frankie's Garden are available for use with due respect to other users and our neighbours surrounding the premises. Barbecues and the lighting of fires are not permitted unless authorised by the PCC. This authorisation will only be given for Church events.
- m) The serving of food and beverages to guests is permissible in areas other than the Hall only by agreement of the PCC and confirmed in the booking agreement. 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.  
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 issued by the Licensing Authority, and a copy filed with the Bookings Secretary in advance of the event.

The Hirer is responsible for damages and/or breakages including damage to any tableware, glassware and dinnerware provided as part of the hire.

- n) 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.
  - Hirers holding keys shall ensure the premises are fully secure before leaving. Key holders are required to inform the Bookings 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.

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.

#### **4. Safeguarding**

##### **a) Children**

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 copy of the PCC's Child Safeguarding Policy is posted in the Church Porch. Please note that this document references other documents which are available online. Hirers are required to ensure compliance with this. It is the responsibility of the Hirer to ensure that all necessary Child Protection checks have been under-taken before hire commences. The PCC cannot accept any responsibility for the Hirer's failure to comply with this requirement.

##### **b) Vulnerable Adults**

It is the responsibility of the Hirer to ensure that the Safeguarding of Vulnerable Adults is in accordance with the PCC's Vulnerable Adults Safeguarding Policy, posted in the Church porch Please note that this document references other documents which are available online.

#### **5. Discrimination**

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

#### **6. 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 extinguishers. 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.

## 7. 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 Bookings 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 Bookings 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.

## 8. Sound System

The Hirer may use the Church Sound System by agreement in advance. Permission should be requested from the Bookings 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.

## 9. internet access

Internet access by WiFi is available in the Parish Room and the Church Hall on request.

Unsupervised internet access to under 18's or vulnerable adults is not permitted. Should individuals or groups wish to use Wifi facilities, they must ensure under 18's and vulnerable adults follow this policy, or internet access will be withdrawn. Users are reminded that their use of the Internet will be directly traceable to the church Internet address. Websites should not be visited which are:

- Illegal under current law
- Defamatory, threatening, intimidatory, or which could be classed as harassment
- Contain obscene, profane or abusive language
- Contain pornographic material whether in writing, pictures, films or video clips
- Contain offensive material regarding sex, race, religion or any disability or sexual orientation
- Infringe third party rights or otherwise unlawful

The PCC reserves the right to block access to any site, but cannot guarantee that all inappropriate content will be blocked. If access is gained to a site that is deemed inappropriate, the web browser must be closed immediately.

Users are responsible for their own anti-virus and anti-malware precautions. The PCC will not be held responsible for any damage to equipment whilst connected to its network. There should be no attempt to gain access to restricted areas of the network or to any password protected information without being duly authorised to do so.

The PCC reserves the right to protect its network and systems by recording user ACTIVITY.

No CONTENT will be captured but a list of surfing activity may be recorded to ensure that the use of the system is legitimate and in accordance with this policy and to comply with any legal obligation. If such use constitutes a criminal offence, the information will be handed to the police.

Sometimes, for technical, legal or operational reasons, Wifi may be temporarily unavailable. The PCC is not responsible for any damages, losses, costs or expenses incurred where the service is unavailable, does not operate as expected, or causes loss or damage to any data.

## **10. 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.
- f) Public parking is available in the Sainsbury's supermarket, Howard Centre, WGC train station and Campus West car parks. Time-limited kerb-side parking is available in the immediate area. The Hirer should direct their guests to these as appropriate.

## **11. 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.

## **12. 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.

## **13. Other Information**

### **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  
Charity No. 1129849

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

Parish Office  
Hours Monday to Friday from 0930 to 1200  
(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)