



St Matthew's Church and Hall, Cainscross, Stroud

Venue Hire Terms and Conditions – Version 5, March 2024

In order to enter into a hire agreement to use St Matthew's Church and Hall (hereafter referred to together here as St Matthew's), the HIRER must agree to the following terms and conditions:

- The booking must be in writing: online (when available), via email or by using the booking form.
- The HIRER must be aged over 21 and present throughout the hire.
- The HIRER must not sub-let the booking.
- The HIRER is responsible for all safeguarding issues. **See Note 2: Safeguarding**
- The HIRER must have public liability insurance where appropriate. **See Note 3: Insurance**
- The HIRER must have any appropriate licenses where appropriate. **See Note 4: Temporary Event Notice**
- The HIRER must leave the premises in a clean and tidy state. **See Note 5: Damages**
- The HIRER is responsible for all health and safety issues during their hire. **See Note 6: Health & Safety**
- The HIRER agrees to pay all relevant fees and comply with any relevant trading laws where applicable **See Note 7: Fees and Fair Trading Laws**
- A cancellation fee may be required. **See Note 8: Cancellations**

Please note, any regular weekly HIRERS will be required to move venues if a one-off booking for the church comes in, so long as the venue gives adequate notice (at least 2 weeks). Alternative venue options within Stroud Parish Churches will be offered.

Note 1

1. Hirer

- 1.1. The signatory to the booking form is regarded as the HIRER. Where an organisation is named on the booking form, they will be regarded as jointly and severally liable with the signatory.
- 1.2. The HIRER is regarded as the responsible person during the hire and shall be responsible for the care of the premises and the conduct of users.

Note 2

2. Safeguarding

- 2.1. The HIRER is responsible for ensuring all appropriate safeguarding (children's statutes, child protection and vulnerable adult) guidelines and procedures are met. The HIRER confirms that it will have in place appropriate safeguarding and controls (DBS checks etc) in place, particularly if children under 18 will be present and not accompanied by their parents or carers.
- 2.2. St Matthew's PCC is not responsible for ensuring the safeguarding of children or of vulnerable adults for events run by HIRERS.

Note 3

3. Insurance

- 3.1. The HIRER confirms that it has adequate insurance in force for all liabilities that could arise from their event,

including death or personal injury to third parties or damage to the church property, or the property of others arising from the event hire.

Note 4

4. Temporary Event Notice (TEN)

- 4.1. The HIRER is responsible for obtaining a Temporary Event Notice (TEN) as required under the Licencing Act 2003 if:
 - 1.1.1. The HIRER intends to sell or serve alcohol.
 - 1.1.2. The HIRER intends to hold a regulated entertainment – it is the HIRER's responsibility to check if this is the case.
- 1.2. A copy of the TEN must be delivered to the Church Office (The Shambles, Stroud, GL5 1AP) one week before the event and be on hand during the event. Gambling is not permitted on the premises – raffles drawn during the event are however allowed.

Note 5

2. Damages

- 2.1. The HIRER is responsible for any damage or loss to the premises during the hire period. Any damages or loss may be chargeable to the HIRER.
NB "Damage" includes the use of blu-tack or sticky tape to fix pictures, notices etc to painted walls etc. The paint comes off easily when blu-tack or sticky tape are used. **Please avoid use of such items.**
- 2.2. Prior approval must be sought if the HIRER wishes to *temporarily* affix anything to, or make alterations to, church fabric, fixtures or fittings. Making such permanent alterations is not permitted. Similarly, the HIRER must not alter or relocate any internal or external noticeboards without prior approval.
- 2.3. The premises must be left in a clean condition. Tables and chairs must be left in the agreed location having been cleaned appropriately. Any spills on the floor must be cleaned and the floor swept.
- 2.4. Any rubbish must be removed from the premises at the end of the hire. A cleaning charge will be levied for any failures to comply with these terms.
- 2.5. The HIRER must remove all their own property from the premises at the end of the hire unless previously agreed approval has been obtained.

Note 6

3. Health & Safety

- 3.1. The HIRER is responsible for all health and safety issues during their hire. These include, but are not limited to:
 - 3.1.1. The announcement of fire evacuation procedures before any event (see **Appendix**).
 - 3.1.2. Being aware of the position of fire extinguishers within the appropriate venue (Church, Church Hall or Upper Room).
 - 3.1.3. Fire extinguishers must not be moved unless being used in an emergency.
 - 3.1.4. Being aware of the emergency exit routes and making sure that emergency doors are accessible, are not locked or blocked and can be opened quickly in the event of an emergency (see **Appendix**)
 - 3.1.5. The hygienic preparation and service of drink/food as specified in current regulations.
 - 3.1.6. The proper supervision and security of the event.
 - 3.1.7. Appropriate and safe arrangements for door control, stewarding, fire marshals, first aid and security
 - 3.1.8. Not exceeding venue capacity limits (see **Appendix**)
 - 3.1.9. Alterations to premises lighting, wiring or other fittings or equipment supplied by the Church are not permitted.
 - 3.1.10. Ensuring that any additional sound, lighting or other equipment provided by the HIRER is safe. This includes ensuring that any additional electrical equipment is PAT tested.
 - 3.1.11. Appropriate risk assessments are in place.

- 3.1.12. Open flames are not permitted unless agreed in writing and subject to risk assessment.
- 3.1.13. Smoking anywhere on the premises is not permitted.
- 3.1.14. Any process which will generate smoke or fine dust is not permitted.
- 3.1.15. Gas canisters are not permitted on the premises.
- 3.1.16. Being aware of the location of First Aid Boxes in the appropriate venue(s), Church and Church Hall (see **Appendix**)

Note 7

4. Fees and Fair Trading Laws

- 4.1. The HIRER agrees to pay all relevant fees and charges.
- 4.2. The HIRER agrees to comply with terms of the Performing Right Society (PRS) licence and provide all necessary documentation. The HIRER agrees to pay any PRS fees due from the event.
- 4.3. The HIRER shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the HIRER shall ensure that the total prices of all goods and services are prominently displayed, as shall be the vendor's name and address.

Note 8

5. Cancellations

- 5.1. Cancellations are subject to the following charges:
 - 5.1.1. No charge if cancelled 4 weeks or more before a booking.
 - 5.1.2. 50% of booking charge is due if the cancellation is between 4 and 1 weeks before a booking.
 - 5.1.3. 100% of booking charge is due if the cancellation is 1 week or less before a booking.

General notes.

- 6. St Matthew's Church Council (PCC) accepts no responsibility for any loss of or damage to any property (including personal property) arising out of the HIRER's activities whilst using the premises or any injury which may be incurred by or be done or happen to any person during the holding of a function arising from any cause whatsoever, or for any loss due to breakdown of machinery, failure of supply of electricity, leakage of water, fire, riot restrictions, government restriction or act of God which may cause St Matthew's Church premises to be temporarily closed or the function interrupted.
- 7. St. Matthew's PCC reserves the right to cancel the booking at any stage if it becomes apparent that the event is contrary to the information disclosed on the booking form, or if any of the information supplied on the booking form is false or misleading. If such cancellation has to be enforced by the PCC the booking fees will not be refunded.
- 8. St. Matthew's PCC reserves the right to cancel this hiring in the event of the premises being required for use as a polling station, for a parliamentary or local government election or by-election in which case the HIRER shall be entitled to a refund of any deposit already paid.
- 9. St. Matthew's PCC reserves the right to refuse any booking request or to impose special terms or conditions, for example, if an event is deemed to be in any way sacrilegious, blasphemous, profane or pertains to the rituals of a non-Christian religion. Failure to comply with any applicable Terms and Conditions may result in cancellation or refusal to accept further bookings.
- 10. These Terms & Conditions are subject to revision at any time without notice.

APPENDIX

1. Capacities

The following capacity figures for the church buildings must not be exceeded:

- St Matthew's Church: 250
- St Matthew's Church Hall capacity: 80

2. Emergency Exit Routes

HIRERS *must* make themselves aware of the emergency exit routes and ensure the routes are **unlocked** before and during the hire. These doors must be relocked at the end of the hire.

- Through the main entrance.
- The side door.

Fire Safety

- A CO2 extinguisher is by the door in the kitchen.
- There is a fire blanket on the wall by the door in the kitchen.
- A CO2 extinguisher to the left of the entrance to the outer vestry near the organ.
- A foam extinguisher by the fire exit in the church hall and on the wall in the Lady Chapel
- **There are no fire alarms**

First Aid Kits

First Aid kits can be found:

- The first aid kit is in the cupboard under the sink in the kitchen.
- The incident report book is in the same place

