

# St Peter's, St Albans

## Hire Terms

1. In these conditions, unless the context otherwise requires the following expressions shall have the meanings as set out:
  - a. "the PCC" means the Parochial Church Council of St. Peter's, St. Albans;
  - b. "the Hirer" means the person or persons with whom the PCC shall contract to hire the premises (as hereinafter defined);
  - c. "the premises" means the room or rooms which the Hirer has contracted to hire from the PCC including all fixtures and fittings in that room or rooms;
  - d. "the hiring fee" means the total fee payable to the PCC to hire the premises calculated in accordance with the Schedule of Charges for time being in force, such charges being subject to review from time to time.
2. The hiring and use of the premises is in accordance with these terms and conditions unless in any particular case the PCC has agreed in writing to any variation.
3. The Hirer makes the contract both on his or her own behalf and also for and on behalf of any association, organisation, club or such other body stated on the booking form and warrants to the PCC that he or she has actual authority to commit the same to the contract.
4. A deposit may be requested at time of booking to secure the date. This will be deducted from the final invoice.
5. Full payment of the hire fee must be made not less than 28 days before the event date or when the booking is confirmed, if later. If the Hirer shall seek to cancel the contract or any part of it before the event date (irrespective of how far ahead the booking is made), the PCC shall be entitled to a percentage of the hire fee as set out below in respect of its administrative costs and potential loss of rebooking opportunities and related income.

<b>Notice of cancellation period</b>	<b>Cancellation fee payable</b>
More than 6 weeks before event date	none
6-4 weeks before event date	25% of hire fee
4-2 weeks before event date	50% of hire fee
Less than 2 weeks before event date	Full hire fee

6. The PCC will use its best endeavours to make the premises available to the Hirer but shall not be liable for any loss (whether direct, indirect or consequential) resulting from its failure to make the premises or any part of the premises available where such failure arises by reason of any circumstances beyond the PCC's control which (without limitation) shall include breakdown of the PCC's equipment. In the event of any such failure, the PCC shall however reimburse the Hirer for all amounts paid by the Hirer to the PCC in respect of the event booking.

7. The PCC shall not be liable for:
  - a. any damage or loss (however caused) to any property belonging to or under the control of the Hirer;
  - b. any injury (except that caused by the negligence of the PCC or its employees) to the Hirer or any other person or persons using the premises.
8. The Hirer shall be liable for any loss or damage (however caused) to the premises, the church buildings and the churchyard.
9. The Hirer will be responsible for the reinstatement of the church buildings, its rooms and equipment to the positions and condition prior to the event and is therefore responsible for the movement and replacement of furniture and removal of any litter.
10. Any accidental damage or breakages to be reported to the Administrator as soon as possible.
11. The PCC will not supply staff to the Hirer to provide any service in connection with the event beyond (a) those expressly stated in the booking form; (b) arrangements to enable the hirer to gain access and (c) any check on compliance with the terms of the booking which the PCC may see fit to make after the event.
12. The Hirer will be responsible for ensuring the premises are secure (all external doors must be locked and internal fire doors closed), for any ensuring electrical appliances (e.g. in the kitchen) are turned off, for turning off lights and for returning any keys (if issued) to a member of St Peter's staff.
13. The Hirer shall be responsible for the Health and Safety of all those attending the event. In particular the Hirer shall:
  - a. Advise the PCC as soon as it knows if any of those attending the event have mobility problems (for fire evacuation).
  - b. Make himself/herself familiar with the fire evacuation procedures before the event commences.
  - c. Ensure that all those attending the event are aware of the fire evacuation procedures at the start of the event.
  - d. Make suitable arrangements for the safety of those attending especially those with mobility problems.
  - e. Ensure that all activities for children and for vulnerable adults comply with the provisions of the law relating to children and vulnerable adults and that suitable safeguarding arrangements are in place throughout the period that such persons are on the premises or are within the church buildings and the churchyard.
14. The Hirer shall not exceed the maximum capacities quoted on the booking request forms for each area or room in St Peter's.
15. The Hirer shall be responsible for the sale of any alcohol on the premises.
16. There shall be no smoking in any part of the premises.