

St Anne's Catholic Church, Buxton

Church Premises Booking Terms & Conditions

Updated November 2020

In these terms and conditions, the terms "the Hirer", "Users" and "You" refer to the individuals, groups or organisations who make use of the church premises for meetings or other activities. "We", "Us" and "Our/Ours" refers to the St Anne's Roman Catholic Parish Buxton. "The church premises" refers to the buildings known as St Anne's Catholic Church, Terrace Road in Buxton and St Anne's Community Centre, Hardwick Square West, Buxton and the areas within the Parish boundaries. The church premises are owned by the Roman Catholic Diocese of Nottingham.

Your use of the church premises is subject to the constraints of English Law, to the general requirements of The Catholic Church, and to the conditions imposed by Diocese of Nottingham.

All users of the church premises must read and agree to abide by the following Terms and Conditions. A Premises Hiring Agreement with the St Anne's Pastoral Parish Council (PPC) must be completed and signed in respect of every booking of the premises, i.e. "Community Centre Booking Enquiry Form & Premises Hiring Agreement for Meetings/Seminars/Organisation Hirers".

The person signing the Premises Hiring Agreement shall be known as "the Hirer" and shall accept full responsibility for the due observance in all respects of the Terms and Conditions as set out in this document. The Hirer must be a responsible adult over the age of 25.

1. **Access and Security**

Security – You are expected to take all reasonable precautions to ensure the security of the building and its contents. You are to ensure that a responsible person is present at the beginning and end of each booking period. The church premises must not be left unattended during the period of the booking.

Keys – If keys are provided, they must be safeguarded at all times and returned to the Parish Council Representative at the end of the letting period. The key shall not be copied nor given or lent to any person unauthorised by the PPC. Should the numerical key code for any door be disclosed to you, you agree not to share it with any unauthorised person.

Valuables – You should take note, and warn all other users, that money and valuables should never be left unattended in any part of the building. We accept no responsibility for loss of money or valuables.

Departure – It is the User's responsibility to ensure that all fire doors and windows are closed, all water taps are off, the cooker is turned off, all doors are locked and all lights switched off (including the toilets) at the end of the letting period. (Please see checklist)

Hall use – The hired room(s), as specified on the booking form, and toilets are the only areas to be used by the hirer. Other rooms in the premises will be classed as out of bounds.

Car Park – The use of the Church car park is available to Users but is not part of the Hiring Agreement. Parking is strictly at the User's risk. St Anne's Parish and PPC accept no liability whatsoever for cars parked in its car park. You must remove cars from the car park if requested to do so by a representative of the PPC or their appointed officer.

The right is reserved for a representative of the PPC or their appointed officer to enter any part of the building at any time.

2. **Risk Assessment including Covid-19** – In compliance with legislation and the church premises' insurers, hirers are responsible for completing their own risk assessment for their use of the hired accommodation and to keep a written copy of the findings. You must also complete and return a signed copy of our User COVID-19 Declaration with your signed Hiring Agreement.

Our Fire Safety Risk Assessment and Risk Assessment for Building Users can be found on our website.

Should you find hazards arising from our premises, please notify us so that action can be taken.

The number of people attending must be declared at the time of booking to ensure that this does not exceed maximum numbers allowed.

We do not hire out the church premises for any parties which will involve large groups of people between the ages of 11 – 21.

3. **Users' insurance** – Under the current COVID conditions, you must have Public Liability insurance, up to £5 million pounds, which also covers you for COVID claims.

It is Your responsibility to have valid insurance to cover planned activities. Our insurance does not extend to a User's liabilities. The PPC accepts no liability for accidents or injuries occurring as a consequence of using the premises.

You agree to indemnify the Parish Priest, Parish and Diocesan Trust from and against all actions, costs, claims, demands and damages arising from any breach of these Conditions of Hire, any accidents or injuries sustained by any persons arising out of or incidental to the hiring and the Hirer's use of the Premises

4. **Conduct of activities** – You must include all planned activities that will be undertaken in your risk assessment. The right is reserved for a representative of the PPC or their appointed officer to stop any activity on the church premises.

You must ensure that there is a responsible adult or adults present who are able to supervise at all times during the letting – you are responsible for the orderly behaviour of your guests on church premises.

You must comply with any legal or PPC requirements concerning music, singing and dancing licences, theatre licences and copyright. You are responsible for obtaining any such licences or any other permission required, always providing that no such application shall be made without the approval of the PPC.

Courtesy – It is quite likely that other users may be sharing the premises with you and your organisation. Please observe reasonable courtesy so as to avoid spoiling their activity.

Bouncy castles – Bouncy castles and other inflatable equipment may only be used by pre-approval at the time of booking. The hirer must ensure that any inflatable play equipment that they have hired has been certified and inspected under the appropriate inspection scheme; Pertexa Inflatable Play Accreditation (<https://www.pipa.org.uk/>) or Amusement Device Inspection Procedures Scheme (<http://www.adips.co.uk/>). You must ensure copies of relevant certification are immediately available on request.

Special attention must be given to the location of the inflatable and its proximity to an available power supply. Coiled extension leads, worn flexes and items with guards which do not meet current British Standards are not acceptable. Extension leads must be used with caution and if used, must be safely secured so as not to cause a trip hazard.

The PPC reserves the right to refuse permission for any inflatable play equipment deemed to be unsuitable for the venue.

You are responsible for all safety aspects of any inflatable/equipment hired/used prior to, during or subsequent to the event, and must accept liability for any loss, damage, injury or death howsoever and by whomsoever caused, whether to property or person(s) sustained by any person(s) on the premises, which may be attributable to any act or omission on the part of the Hirer, inflatable/equipment operator/owner, guests or visitors.

You must ensure that that any inflatable/equipment operator/owner has adequate Public Liability cover up to £5 million.

Prohibited Activities – You shall not use the premises for any other purpose than that specified in the Premises Hiring Agreement, and it is specifically forbidden to use, or allow the use of the premises or its surrounding grounds, for any illegal or immoral purpose.

Glitter and paints MUST NOT be used on the premises.

5. **Church activities** – You are reminded that certain essential church functions have to take precedence over other activities. Special services, such as funerals, may be arranged at short notice. Sunday has a special significance and you are asked to consult the officers of the church before arranging any events or activities on that day.

6. **Duty of Reasonable Care** – All users of the premises are expected to be familiar with current Health and Safety Law and latest government Covid-19 guidance, to take all reasonable steps to avoid foreseeable risks and to be vigilant in looking out for hazards.

Public safety – You are expected to avoid leaving any of the following in areas where the public may have access:

- obstructions over which a person might trip; any item with sharp edges;
- objects which might fall from a height; substances known to be hazardous to health; and
- hand or power tools of any type.

Priority in emergencies – We put the safety of any occupants of the premises much higher than the protection of property. Evacuation should be your main priority in any emergency and, secondly, to call the Emergency Services. No one should take risks fighting fires and extinguishers are provided only for use on small fires. You should familiarise yourself with their location.

Emergency Exits – While the building is occupied by groups of people there must be proper provision for them to get out in an emergency. To this end, the door by which they entered must be left unlocked throughout the period of occupation. There are additional emergency exits all of which may be opened by pushing the "Fire bar or pad". You should familiarise yourself with their location. It is important that all corridors, staircases and doorways are kept free of obstruction. All entrances and exits must be kept clear at all times; furniture, including sales stalls, rubbish or decorative items, must not be placed in corridors or in front of doorways.

Accidents and First Aid – Whilst the PPC will take steps to ensure the premises are safe to use, it is Your responsibility to ensure the safe conduct of your activity during the period of hire, including the presence of a suitably qualified First Aider if necessary. A First Aid box is located in the hallway.

As there is no public telephone on the premises, the Hirer must ensure that he/she has access to a mobile telephone in case of emergencies.

7. **Reporting Defects and Accidents** – You are expected to report all damage, defects or accidents occurring on the premises. An accident book can be found in the foyer and you are required to report all injuries to people by completing the relevant page in this book. If you discover a situation which you feel could cause an accident, please report it as soon as possible to a PPC Representative. Circumstances which make the premises less pleasant or convenient than is desirable should be similarly reported. If there is anything which you can do to prevent an accident you are expected to take action to do so.

Cost of breakage – You are expected to report any loss, damage or breakage, resulting from your use of the premises, and to pay the cost of repair or replacement.

8. **Electrical safety** – Great care must be taken when using electrical equipment on the premises. Permission should be sought before connecting any high power equipment, such as power tools, heaters, cookers and lighting equipment. Low power equipment, such as computers, video projectors and audio equipment may be connected, subject to you taking full responsibility not only for the equipment (and any direct risk from fire or electric shock) but for any consequential effect that the connection of such equipment may have on the electrical installation in the building. The safety of all such equipment is your responsibility and we recommend that all appliances are regularly tested by a qualified electrician, in accordance with the Portable Appliance Testing Regulations. Specifically, coiled extension leads, worn flexes and items with guards that do not meet current British Standards are not acceptable. Extension leads must be used with caution and if used, must be safely secured so as not to cause a trip hazard.

9. **Hazardous substances** – Inflammable, volatile and toxic substances **MUST NOT** be brought onto the premises without prior permission from a PPC representative.

10. **Tidiness** – You are expected to ensure that the premises, including the toilets, are left in a condition which will be acceptable to the next users. Rooms used should be cleared of all rubbish and table tops wiped down with suitable cleaner. Any spillage or mess should be cleaned up as soon as possible. Cleaning materials are in the 'Caretaker's Room' next to the Toilets. If you or your organisation set up furniture for your use, it must be replaced as you found it unless you are instructed to the contrary. Please replace tables in the trolley provided and secure with the strap provided. Do not allow table edges to touch the walls. Please switch off the room lights and close the door when leaving.

11. **Display material** – If you wish to display anything, only use the notice boards provided. No posters or other material may be left on display on the church premises without permission. Offending material will be removed without consultation. You must not use Blue-Tac, Sellotape or pins on any interior or exterior woodwork or walls.

12. **Kitchen** – When available, the kitchen is a protected area for preparing food only. You may use it to prepare beverages and food by arrangement at the time of booking. You are expected to provide your own coffee, tea, milk etc. and to wash up afterwards, bringing your own detergent, dish cloths and tea towels. Please try to use Fair Trade products where possible.

You must ensure that any persons using the kitchen are aware of the requirements of the relevant Food Hygiene Regulations and Food Safety Act. Attention should be paid to the cleanliness of the kitchen, kitchen utensils and crockery at the end of the letting. Cleaning equipment is provided in the 'Caretaker's Room' to clear/mop up spillages and for cleaning down at the end of the hire period. Rubbish must be removed into the relevant bins outside.

Please do not allow children in the kitchen.

13. **Smoking** – Smoking is not permitted on the premises other than at the specified 'Smoking Area' outside the Community Centre entrance. This includes e-cigarettes. Metal bins have been provided for the safe disposal of cigarette butts. Please ensure that this area is left tidy and the bins are used.

14. **PPC Responsibilities** – The PPC will be responsible for providing facilities as agreed in good working order throughout the letting period.

15. **Child protection statement** – You are required to have read our Safeguarding policy which can be found here on our website.

FOR BOOKINGS INVOLVING CHILDREN, YOUNG PEOPLE UNDER 18 AND VULNERABLE ADULTS

You accept full responsibility for ensuring that an appropriate Child Protection Procedure is in place and is observed by all persons on the premises involved with children and young persons under the age of 18 during the course of the event for which the premises have been hired.

SAFEGUARDING OF CHILDREN AND VULNERABLE ADULTS

The PPC requires that any hirer or organisation, using the building, is aware of the Home Office guidance and the policy of The Catholic Church regarding safeguarding children and young people.

If you or your organisation bring children and/or vulnerable adults onto the premises we may ask for confirmation that the responsible leaders have been CRB checked if it is a legal requirement for you to do so.

Even if you or your organisation does not include such persons, you are expected to ensure that your guests/leaders are familiar with these policies and will put safeguards in place as needed for those who may be sharing the premises during your hire.

In this circumstance, please consult the following websites:

<https://www.gov.uk/government/publications/safeguarding-children-and-young-people/safeguarding-children-and-young-people>

<https://www.nspcc.org.uk/preventing-abuse/child-protection-system/england/legislation-policy-guidance/>

<http://www.csas.uk.net/>

16. **Cancellation policy**

If you wish to cancel your event/meeting/seminar/party:

Notice Period	Cancellation Charge
At least 14 days before the date of the scheduled booking.	No cancellation charge
14-7 days before the date of the scheduled booking.	50% of the booking hire fee
Less than 7 days before the date of the scheduled booking	100% of the booking hire fee

Please inform us as soon as possible.