

# **Central Methodist Church**

**St Saviourgate, York YO1 8NQ**

**01904 612171 / 611020**

## **Terms & Conditions of hire of church halls & chapel**

**Effective from 1<sup>st</sup> April 2015**

## **EFFECTIVE DATE OF THESE TERMS & CONDITIONS AND APPLICABILITY**

These terms & conditions of booking apply for all bookings made after 1<sup>st</sup> April 2015 and for pre-existing bookings when notified to the hirer. Should a hirer not wish to accept these revised T&C's please contact the church to cancel your booking and receive a refund.

These terms & conditions do not apply for religious services officiated at by the Minister of the church (such as weddings, christenings & funerals), but would apply to any associated hire of the buildings (e.g. for wedding breakfast or funeral tea). Please contact the Minister directly to discuss religious services.

## **SAFETY REQUIREMENTS**

All conditions relating to the granting of the Central Methodist Church (the "church") premises licence or other licences shall be strictly observed. Nothing shall be done which will endanger the users of the building and the policies of insurance relating to it and its content. In particular:

1. Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be immediately available for free public egress.
2. Nothing should be placed over emergency exit signs.
3. Firefighting apparatus shall be kept in its proper place and only used for its intended purpose.
4. The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Central Methodist Church Commercial Manager (the "Manager").
5. No activities involving danger to members of the public are permitted.
6. No highly flammable substances shall be brought onto the premises. No internal decorations of a combustible nature (e.g. polystyrene, cotton, etc.) shall be undertaken or erected without the consent of the Manager. No pyrotechnics or special effects (e.g. smoke machines) can be used in the building under any circumstances.
7. No unauthorised heating equipment should be used on the premises.
8. The Manager shall be notified of any accident or injury occurring in the building.
9. All electrical equipment shall comply with the Electricity at Work regulations 1989. Any electrical equipment brought on to the premises must have a current Portable Appliance Test (PAT) certificate. The church disclaims responsibility for all claims and costs arising out of the use of equipment that is non-standard and / or fails to display a current PAT certificate. The management reserves the right to refuse to allow any piece of equipment to be used in the building if it is deemed to contravene health & safety regulations.

**YOU MUST NOT EXCEED THE MAXIMUM CAPACITY FOR THE BUILDING AND ALL HIRERS MUST READ THE FIRE EVACUATION PROCEDURE.**

Room 1 xxx

Room 2 xxx

Room 3 xxx

Chapel 500 people

## **BOOKINGS & CANCELLATIONS**

Bookings are provisional until confirmed. Confirmation will be sent to you either in writing and / or by e-mail.

When making a booking a booking sheet will be completed by a staff member and the details recorded used to confirm your booking. Hirers must review the details at the time of issue and any alterations should be made as soon as possible.

Alterations to a booking may be requested at any time and the church will attempt, at its sole discretion, to accommodate such requests. Please note that material changes to a booking may result in additional charges. Where a request cannot be accommodated and the hirer decides to cancel a booking then the cancellation terms shall apply.

Hirers must state the number of participants and the purpose of the event, including whether the event is open to the public on the day. If a third party is to provide any services during the course of the hire this must be stated at the time of the booking and is at the discretion of the manager.

A 20% deposit is payable when making a booking, or £10 whichever is the larger amount. A 50% deposit is payable for conference bookings over £1,500.

All bookings are at the discretion of the church and the manager and offered on a first come – first served basis. The church takes precedent over all hire agreements for unexpected events (i.e. funerals) and may cancel a booking to accommodate such an event. In such circumstances the liabilities of the church are limited to returning the booking fee paid.

Cancellations; all events other than conferences are subject to the following terms. Notification of the cancellation must be in writing (or by email). We will endeavour to confirm a cancellation within two working days and make a refund or issue an invoice for the balance above a deposit within ten working days.

Cancellation 31 days or more prior to the event = No Charge

Within 31 – 10 days = 50% Charge

Within 10 days or less = 100% charge

Conference bookings are subject to a £100 cancellation charge 90 days or more prior to the event (plus the cost of any specific 3<sup>rd</sup> party supplied items where cancellation incurs a cost to the church). Within 90 days – 60 days = loss of deposit (plus any specific 3<sup>rd</sup> party charges). Within 60 days = 100% charge.

All payments for bookings must be received at least ten days in advance of the booking or immediately on making the booking if the hire is within this period.

If payment is not received within this period the church reserves the right to cancel the booking, subject to the cancellation terms as set out above and to invoice the hirer for any outstanding balance.

Where possible the church will try to re-book rooms in whole or part to negate any cancellation charges.

In certain circumstances the church reserves the right to ask for a bond to be paid along with the hire charges of no more than £100 for damage, breakages or any extra cleaning that may be required. This bond will be returned to the hirer after the end of the hire period, less any deductions that may need to be made (and will be detailed).

Payment may be made via BACS transfer or by cheque. Cheques should be made payable to the “Central Methodist Church”. Should the church incur bank charges on presentation of a declined cheque these costs will be added to any subsequent payment by the hirer.

The availability of rooms for hire is shown on the church’s web site <http://www.centralmethodistyork.org.uk/> Generally rooms are available for hire Monday – Saturday and between 8am and 10pm. Hire rates are for the day, half day (am & pm), evening and by the hour. A community programme exists for specific times within the week for charity / community groups and those providing services (e.g.: exercise class, parent & baby groups) with reduced charges.

Hirers agree to indemnify the Trustees of the Central Methodist Church, York in the event of any loss or damage to the premises or contents in the event of any claim for damages being made for bodily injury or damage to property arising out of use of the premises.

Where possible staff will set up the room to the specification of the hirer. However, this may not be possible out of staffed hours (e.g. for evening and weekend bookings), and hirers should allow for sufficient set up time when making a booking. If no instruction is received from the hirer then rooms will not be set up. The halls are currently staffed between 10am – 2pm Monday – Friday.

The church cannot be held responsible for any loss, damage or theft of property and effects of persons using the premises.

## **PUBLIC LIABILITY INSURANCE**

Only in certain limited circumstances can the church offer for social events to be covered by the church’s own Public Liability Insurance (PLI). PLI must be provided by hirers unless specifically noted on the booking confirmation. All other hirers, e.g. anyone who is running a business who charges for their classes or services, or where the hirer intends access to be offered to the general public (free or ticketed), or any hirer who makes three bookings within the church’s annual insurance year, or where the booking is

outside of the staffed time for the premises; will be required to obtain PLI (to a minimum value of £5M) and provide a copy of the schedule and any supporting documentation when making final payment for the hire of the premises. Failure to do so shall result in a cancellation of the hire (subject to the cancellation T&C's).

## **EQUIPMENT**

Where church equipment is faulty then we will endeavour to offer a replacement where possible. We regret that fixed line telephony and Wi-Fi internet access are not yet available in the building. An audio loop is available in certain areas. If you require this please enquire at the time of booking to confirm availability.

## **KITCHEN**

Kitchen facilities are available (primarily when booking Room 1, for a separate charge). Instructions for use of the kitchen are clearly posted in the kitchen and a separate kitchen accident book is present (to the left of the microwaves).

If you require tea & coffee facilities when booking Rooms 2 or 3, please enquire when booking.

## **DATA PROTECTION**

Hirers consent to their contact details being held on the church database. Information held will not be passed to other parties, unless legally required, but the church may contact you for marketing or evaluation purposes unless you instruct us to the contrary on making your booking.

## **SUPERVISION**

1. The hirer or person in charge must be over 18 and shall be on the premises for the entire period of hire or duration of activity. The person in charge should not be engaged in any activity that prevents them from exercising effective supervision.
2. The person in charge must ensure that no one engaged in their activity does anything to affect the health, safety, welfare of any other user, and that their activity does not affect any other activities taking place in the building.
3. When the premises or any part of them are used for the purpose of public entertainment, there shall be a minimum of two stewards for the halls (more, to be confirmed at the time of booking, for hire of the chapel or the premises as a conference venue), neither of them less than 18 years of age, on duty at any time.
4. For reasons of public safety and building security the hirer or person in charge must ensure that no one unconnected with their activity is allowed to enter the premises. No doors giving direct access to the public highway must be left propped open and unattended at any time. Where access is required for a hire of the premises with open doors, each such open door or gate must be stewarded at all times during the period of hire.
5. All persons in charge or on stewarding duty must strictly enforce the legal requirement of no smoking anywhere either in the building or the outside spaces. Smoking should not be encouraged on the pavement directly in front of the church.
6. All persons in charge or on stewarding duty shall have been informed of the procedure for evacuation of the premises and shall be familiar with the firefighting equipment available.
7. The hirer or person in charge must keep an adequate record of those in attendance and be able to account for all their participants in the event of an evacuation.
8. Unless part of the hire no access to the chapel is allowed, without the supervision of church staff then onsite.

## **ALCOHOLIC DRINKS & GAMBLING**

In accordance with national Methodist policy The Methodist Church's Standing Orders state that alcohol cannot be supplied, sold or used on Methodist premises, nor may Methodist premises be used to promote the use or sale of intoxicants. Likewise Gambling is not permitted on Methodist property, however certain activities in accordance with the Gambling Act 2005 and solely for the purpose of raising money for charity may be permitted.

1. No alcohol of any type or strength may be brought, sold, consumed or offered as a prize on church premises. If discovered the hirer or person in charge will be either asked, at the sole discretion of the member of staff present, to remove it from

church premises or for the offending individual(s) to be removed and excluded from further access to the premises or for the hire to be terminated with immediate effect.

2. Gambling is forbidden on church premises, but not games of cards or chance played for entertainment as long as prizes are not for cash or can be seen as a direct comparison for cash. A prize shall be limited to no more than £10 in value (equiv RRP).
3. Raffles may be held at functions but are subject to the following rules:
  - a. The sum expended on prizes must not exceed £50 (plus donated prizes).
  - b. None of the prizes may be cash prizes, be directly comparable to cash, or be intoxicants (i.e. alcohol).
  - c. The sale of tickets and the announcement of the result must take place during the course of the event.
  - d. The raffle must not be a substantial inducement to attend the event.
  - e. The only expenses that may be deducted are those of printing the tickets and purchasing the prizes.
4. A charity auction may be held with the authorization of the Minister as well as the Manager; at their sole discretion. The hirer must submit a written proposal prior to making a booking for consideration. As per 3, "Raffles" the same T&C's are likely to apply. Additional conditions may be imposed in order for agreement to be given.
5. Should gambling, raffles or charity auctions (or other "games of chance") be discovered during a hire then the member of staff present at the time shall have the same remedies available as per 1, Alcohol.

## **MUSIC**

It is the responsibility of the hirer or person in charge to check if they require a licence from Phonographic Performances Ltd. (PPL) or PRS and if so, obtain one. This requirement continues to exist if such a licence is to be provided via a third party (e.g.: mobile disco) and the manager may request to see evidence of the licence.

## **PROVISION OF SERVICES BY THE HIRER THROUGH A 3<sup>rd</sup> PARTY**

Where services are intended to be provided by a third party arranged by the hirer, the presence of a 3<sup>rd</sup> party must be disclosed on booking. At their sole discretion the manager may approve or refuse permission.

In all cases details of insurance, relevant licences and a description of the service to be provided will be required.

The hirer or person in charge will be the sole point of discussion for the booking on the hire and church staff will not issue instructions directly to a 3<sup>rd</sup> party. Should the 3<sup>rd</sup> party fail to abide by any of the booking conditions or terms and conditions of the hire the church reserves the right, at its sole discretion, to instruct the hirer or person in charge to cease a particular activity, remove the third part from the premises or to terminate the booking with immediate effect.

## **STORAGE / LOST PROPERTY / PARKING**

No equipment or materials may be stored on the premises prior to or after the hire period without permission from the manager. Other members of the church may not give such permission.

Any property found after the period of hire will be deemed to be lost property. Providing it is not thought to be hazardous or perishable (which will be removed immediately) such property will be retained for 31 days prior to disposal. The manager will make a reasonable attempt to contact the hirer to arrange collection within this time. If this is not possible then the hirer agrees that the church may dispose of such property without any additional obligation (financial or otherwise) being incurred.

There is no on-site parking available. The premises do have space, providing it is booked by prior arrangement for delivery and collection of equipment, etc. at specific times. This may need to be cancelled without notice and the church accepts no liability for any disruption so caused.

## **NUISANCE**

1. Litter shall not be left on or about the premises. Bins are provided to the rear of the chapel for all waste to be collected. We would appreciate excessive volumes of rubbish and recycling to be removed from the premises by the hirer as our collections are only on Wednesday and Fridays.
2. Publicity and posters should not be fly posted or displayed around the city.

3. Except in the case of trained and registered assistance dogs or other working animals used to assist disabled people, animals shall only be permitted on the premises by permission of the manager.
4. Hirers and organisers of events are responsible for ensuring that the noise level of their functions is not such as to interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property. The permitted hours that the premises may be used for entertainment are Monday – Saturday 8am – 10pm.

## **OTHER**

Hirers are not permitted to use blu-tak, tape, nails, or other fixings to walls or doors without the permission of the manager. No ball games of any kind are allowed within the premises or courtyard.

## **EVENING AND WEEKEND BOOKING**

It is the responsibility of the hire to collect keys to the building if required during staffed hours on the either the day of the booking (or the day before if appropriate for a booking before 10am) or on a Friday for a weekend booking. Staffed hours are between 10am – 2pm Monday – Fridays. Please contact the warden on 612171 prior to coming to the church to ensure they will be on site and available for you. Keys must be returned to the warden at the end of the hire period (or by arrangement on the next working day) or via the church letter box (contained in an envelope clearly stating the time / date of the booking and the hirers name). Lost keys may be charged at £25.00 each. The hirer or person in charge should keep the key on their person at all times.

If arrangements are made for the premises to be opened up by church staff or volunteers, the responsibility for the security and safety of the building and any people on site still remain with the hirer at all times during the period of hire.

Persons using the centre outside of staffed hours must ensure that it is adequately secured (all windows closed, doors / gates closed and latched) and lights, heaters, cookers and other appliances / switches turned off within the room(s) hired, toilets and the corridor(s).

**CENTRAL METHODIST CHURCH IS A NO SMOKING VENUE.**

Staff telephone numbers are provided for emergency use only and we reserve the right to charge a £30.00 call out fee in the event you are deemed responsible for a key holder having to attend the premises. If you call any number then we will endeavour to sort out minor problems over the phone, however, please remember that staff are being called outside their normal working hours and do not provide a general customer service line.