

CHELTENHAM MINSTER WITH ST MATTHEW

TERMS & CONDITIONS

1. The Public Liability Insurance of the Church indemnifies the Church of its liability to the Hirer and it is your responsibility to have your own Public Liability Insurance and Employers Liability Insurance. St Matthew's may ask to see a copy of your insurance. You must satisfy yourselves that the premises/any equipment are suitable for your purpose, and that you have insured any property that you bring onto the premises.
2. The Hirer shall indemnify the PCC, its officers and employees of the cost of repair for any damage done to any part of the building or its contents during or as a result of a booking and of any liability to third parties or otherwise arising out of the use of the building.
3. The Hirer should ensure that any necessary third party liability insurance has been taken out. The PCC accepts no liability for accidents, injuries, damage and/or loss of personal property as a consequence of using the building. The Hirer may be asked to disclose their insurance cover to verify this.
4. In the event of the building being rendered unfit for use by the Hirer the PCC shall be under no liability for any resulting loss or damage whatsoever.
5. The Hirer shall pay the hire charge and cleaning/damage deposit prior to confirmation of a booking. If any payment is dishonoured, after confirmation of a booking, the booking will be automatically and without notice cancelled.
6. The Hirer shall include adequate set up and set down time either side of their event time to leave the premises tidy and in good order, particularly the kitchen if used, or forfeit cleaning deposit.
7. If the Hirer wishes to cancel the booking, the PCC may, at its absolute discretion, refund the fees but shall be under no obligation to do so.
8. The PCC reserves the right to cancel the booking in exceptional unforeseen circumstances. In the event of the PCC cancelling, all fees/deposits paid by the Hirer shall be refunded.
9. The Hirer shall be responsible for obtaining any local authority or other licences necessary in connection with the booking.
10. The Hirer shall be responsible for the observance of all regulation affecting the building imposed by the Licensing Justices, the Fire Authority, the Local Council or otherwise.
11. The Hirer shall not sub-let or allow any other person(s) to use the premises nor shall they use the premises for any unlawful purpose or in any unlawful way, nor bring or permit anything to be brought into the building which may endanger the building, its users, or any insurance policies relating thereto.
12. Whilst Cheltenham Minster with St Matthew has adopted safeguarding policies for both adults and children, organisations hiring either premises are reminded that safeguarding is entirely their responsibility. You may wish to adopt our own policies, as a minimum standard, copies of which can be obtained via our website (www.stmstm.org.uk) or upon request.
13. The Hirer shall during the period of hiring be responsible for supervision and security of the building, protection of the fabric and contents from damage and the behaviour of all persons using the building or having access to the building, including proper supervision of car parking arrangements (if any) so as to avoid obstruction of the highway.
14. The Hirer shall if preparing, serving or selling food observe all relevant food health and hygiene legislation and

regulations. Children under 16 are not allowed in the kitchen.

15. The Hirer shall, if selling goods on the premises, comply with all relevant fair trading laws and any local code of practice issued in connection with such sales. Hirers must not hold lotteries on the premises.
16. Where the Hirer is provided with keys to the building, these keys must be returned as requested when they are collected. The keys shall not be copied nor given nor lent to any third party.
17. The Hirer acknowledges that no tenancy is intended to be created between the PCC and Hirer and no relationship of landlord and tenant exists between them.
18. The PCC reserves the right of any representative to enter any part of the building at any time during the Hire.

General/Care of the Building

- a. St Matthew's is a Christian Church and activities inconsistent with the church's ethos statement are not permitted. No acts of worship other than Christian worship are allowed in the building.
- b. Booking times, including arrival and leaving times, must be adhered to. Prior permission must be obtained for any extension in original booking times and may be withheld. The Hirer books for the specific premises named only. The Hirer must vacate the building by the agreed time. No extensions beyond this time can be accepted.
- c. The PCC reserves the right to refuse bookings without the need to give reasons. The PCC's decision in this matter is final and not open to negotiation.
- d. The PCC reserves the right to retain all or any of any deposit paid for cleaning/damage incurred by the PCC as a result of any damage caused by the Hirer.
- e. All advertising material must be submitted to the church office for approval. All such material must clearly display the name or organisation responsible for the event.
- f. The Hirer is responsible for ensuring there is no unnecessary noise or disturbance likely to cause annoyance to occupants of surrounding properties during the period of hire, especially during departure.
- g. The Hirer is expected to take reasonable care of the building and in particular is asked not to put nails, drawing pins, sellotape or bluetack on walls, ceilings or floors.
- h. The Hirer shall be liable to pay for all damage caused by accident or improper use either to the fabric or equipment. Any breakages must be reported to the church office and will be charged and invoiced to the Hirer.
- i. The Hirer shall not interfere with the electrical equipment of the building. No equipment may be turned off or plugged in without prior written consent. Any equipment brought into the building shall be effectively earthed and fitted with a 3 pin 13 amp fused at not more than 13 amp.
- j. The Hirer is responsible for locking the building according to instructions supplied. All fire doors and windows must be closed, all doors locked and all lights switched off. The Hirer may be held responsible for any additional energy costs, theft or damage to the building that may result from failure to follow these instructions.
- k. Smoking is not allowed in any part of the building, including the lavatories.
- l. Hirers will not serve spirits without express permission of the Rector.
- m. The Hirer is responsible for leaving the building in a clean and tidy state (including restoring any temporarily moved items to their original position) and for the removal of all rubbish from the site at the end of the hire.

(do not use the church bins).

- n. No animals, other than assistance animals, are allowed inside the building.
- o. Fire Extinguishers: the Hirer should familiarise themselves with fire regulations, appliances and exits. Fire appliances must only be used in genuine cases of emergency. The Fire Brigade should be called out in the event of the outbreak of any fire, however slight, and the incident reported to the church office or a Church Warden. Fire Exits must not be obstructed at any time.
- p. A First Aid box is located in the kitchen.
- q. Any incident involving personal injury must be recorded in the Accident Book located in the First Aid box in the Kitchen. Serious Accidents must be reported to the Church Office or a Church Warden as soon as practicable.
- r. Highly flammable substances are not allowed in the building.

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