



St James Church, Styvechale, Coventry

St James Facilities User's Policy

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1) INTERPRETATION

- a) "User's Agreement" shall mean this document for hiring, signed by or on behalf of both the PCC and the Hirer.
- b) "Booked Period" means the period of any day or days reserved by the Hirer.
- c) "St James Church Facilities" means any part of any facility under the control of the PCC and including its grounds, outdoor sports area and car parks.
- d) "PCC" means the Parochial Church Council of the Parish of St. James, Styvechale and any officer authorised to perform any particular duty.
- e) "Hirer" shall mean the person or persons signing the User's Agreement or the company, organisation or group on whose behalf the user's contract is signed.
- f) "Hire Period" means the period during which one or more bookings have been made and confirmed; the time period on each booked occasion includes the removal from stores, setting up, dismantling, room cleaning and returning to stores of any equipment.
- g) "Booking Procedure" means the method by which the Hirer shall make reservations for use of St James Church Facilities in accordance with clause 8 of this User Contract.
- h) "Bookings Officer" includes the Church Administrator, Facilities Manager and any member of staff authorised by the Vicar to perform any particular duty.
- i) "Organisation" shall mean the Company or Organisation or group for whom the Hirer works or is employed.
- j) "Long term bookings" shall mean bookings of five or more recurrences within a calendar year.

2) HIRER'S RESPONSIBILITY

- a) The conditions of hire as set out below shall remain in force until such time that the Hire Period has been completed.
- b) Should the Hirer cease to work for, be employed by or act on behalf of the organisation before the Hire Period has been completed, then the Hirer shall immediately advise the Bookings Officer that they no longer act as the Hirer for the Organisation. The Organisation will immediately provide a new Hirer, authorised to sign a new *User's Agreement and Booking Form*.
- c) Failure to provide a new Hirer may result in the Hire Period being cancelled by the Bookings Officer.

3) CORRESPONDENCE

All correspondence from the Hirer to the PCC shall be made directly to the Bookings Officer at St James Church Facilities.

4) BOOKINGS/PAYMENTS

- a) All bookings and payments will be made according to the Booking Procedure.
- b) The PCC reserves the right to refuse any hiring request at its absolute discretion.

5) VENUE

In all correspondence and advertising produced and/or distributed by the Hirer in relation to the event for which the St James Church Facilities is (or is to be) hired by the Hirer, the St James Church Facilities shall be referred to as the venue for the event.

6) ADMISSION

- a) The Bookings Officer shall inform the Hirer of the maximum number of people that will be allowed for any event prior to or at the time of booking. Under no circumstances shall the Hirer or Organisation exceed this number without the prior written consent of the PCC, such consent to be provided in the absolute discretion of the PCC. In no case will consent be provided to exceed the number of people allowed for any such event if, in the reasonable opinion of the PCC, this would or is likely to constitute a health and safety risk of any nature.

- b) Should the Hirer or Organisation be found to be in breach of clause 6) a) of this User Contract, the PCC reserves the right to immediately cancel the Booked Period, upon which no reimbursement of the Hiring Fee shall be due to the Hirer or Organisation.
- c) Any person may be required to produce evidence of membership of an Organisation using the premises.
- d) The Bookings Officer may refuse the admission of any person, or may require any person to leave the St James Church Facilities for a breach of any condition in this contract, whether or not that person is a valid member of an Organisation hiring the St James Church Facilities.

7) HIRING FEE AND PAYMENT

- a) The hiring fee for use of St James Church Facilities shall be determined by the PCC, in conjunction with the Bookings Officer (the “**Hiring Fee**”).
- b) The rates for the hire of facilities are contained at Schedule 1 of this User Contract.
- c) Discounts and surcharges may be used in conjunction with other discounts and surcharges unless otherwise stated.
- d) All discounts and surcharges shall be applied to the final Hiring Fee of facilities unless otherwise stated.
- e) Any facilities not eligible for discounts shall be added to the final Hiring Fee after any qualifying discounts have taken effect.
- f) No discounts shall be available for the payment of deposits.
- g) The PCC may vary the hiring fees or other charges with one month’s written notice.
- h) The PCC reserve the right to alter hiring fees and or charges without notice up to the time the booking is confirmed.
- i) Hiring Fees, deposits and other charges specified in advance of any booking shall be made always in accordance with this clause 7.
- j) Upon the completion of an Unconfirmed Booking, the Bookings Officer shall send the Hirer a *User’s Agreement and Booking Form* which details the Hirer’s information, room details and pricing.
- k) To confirm the booking, the Hirer must pay the deposit and return a signed copy of the Booking Form.
- l) Payment of the Hiring Fee shall be made no less than twenty-four (24) hours prior to the start of the Hire Period. If payment of the Hiring Fee is not made by this time, the PCC reserves the right to cancel the Booked Period.
- m) The PCC’s preferred methods of payment are:

1. Direct transfer	4. Cash
2. Standing order	5. BACS Bank Automated
3. Cheque	Clearing System

8) BOOKING PROCEDURE

- a) An enquiry shall be placed with the Bookings Officer. For this, the Bookings Officer shall require from the hirer: - (i) name, (ii) address, (iii) contact number, (iv) email address and (v) details about the hire period requested Booked Period or Hire Period. Failure to provide this information is likely to lead to either considerable delay in securing the booking or a booking not being made.
- b) Once a room has been agreed between the Hirer and the Bookings Officer, the Bookings Officer will enter this into the bookings programme (an “**Unconfirmed Booking**”).
- c) The Unconfirmed Booking will remain unconfirmed until the payment procedure detailed in clause 7 of this User Contract is carried out. Until such payment procedure is completed, an Unconfirmed Booking may be lost.
- d) Upon completion of the payment procedure detailed in clause 7) of this User Contract, the Bookings Officer will confirm the booking as final.

9) CANCELLATION BY HIRER

If a Hire Period is cancelled by the Hirer or Organisation for any reason, then St. James PCC reserves the right to apply the cancellation fees detailed in Schedule 2 of this User Contract (the "Cancellation Fees").

- a) The Cancellation Fees will be levied irrespective of whether facilities are subsequently rehired. In addition, any other payments which have been made by the PCC in connection with the Hire Period will be levied against the Hirer.
- b) Repayment of hire fees or deposits or any percentage thereof is in accordance with the provisions of this Clause 9) and will only be made if the cancellation is made in writing and received at St. James PCC prior to the Booking Period or Hire Period and according to the periods specified in Schedule 2.

10) CANCELLATION BY THE PCC

- a) The PCC reserves the right to cancel any Booked Period or Hire Period and to end a Hire Period at any stage during it.
- b) The Hiring Fee already paid in respect of any period cancelled or terminated under 10a will be refunded on a pro-rata basis.
- c) The use of certain facilities within the St James Church Facilities during a Hire Period may be prohibited and / or varied by the PCC at any time and for whatever reason.
- d) The PCC will not be responsible for expenditure undertaken or loss incurred, by the Hirer in connection with a cancellation, termination, variation or prohibition under 10) a) or 10) c) of this User Contract.
- e) In respect of cancellations due to weather or other unforeseen, uncontrollable events, initial decisions will be based on a risk assessment by the Bookings Officer. Hirers will be advised that there may be a Cancellation Fee, and when such Cancellation Fee will be applied. The Bookings Officer's decision to cancel bookings due to weather and any associated Hiring Fees and Cancellation Fees will only be applied after a decision is made by the Standing Committee.

11) EQUIPMENT TO BE BORROWED OR HIRED

- a) Prior to the Hire Period, the Hirer shall agree with the bookings officer, the equipment required during the Booked Period. If available, the PCC will provide the equipment at the applicable charge. Should the PCC be unable to provide the required equipment, the Hirer may, with the Bookings Officer's agreement, be allowed to bring their own equipment to the St James Church Facilities. In which case, the Hirer and/or Organisation agrees that use of that equipment and any liability arising out of, or in accordance with the use of such, will be the sole responsibility of the Hirer.

12) DAMAGE TO OR LOSS OF PROPERTY

- a) Unless caused by its own negligence the PCC accepts no liability for damage to, or loss of, any property or articles or things whatsoever, placed or left in the St James Church Facilities or any part thereof, by an Organisation, or member of an Organisation, or any individual.

13) PORTABLE ELECTRICAL APPLIANCES (Portable Appliance Testing)

- a) No electrical appliance is to be brought into the St James Church Facilities and used in the St James Church Facilities without the prior agreement of the Bookings Officer.
- b) Any such appliance must have been inspected beforehand in accordance with current Institution of Electrical Engineers Regulations and bear a dated sticker or other endorsement to that effect.

14) PROPERTY LEFT AT THE ST JAMES CHURCH FACILITIES

- a) The PCC may store any property left by the Hirer after the termination of the Booking. Risk in any property left by the Hirer shall not under any circumstances pass to the PCC and the PCC accepts no liability for damage to or theft of such property.
- b) If, after receiving notice, the Hirer fails to collect the property within fourteen days, the PCC may dispose of the property without further notice to the Hirer.

15) DAMAGE CAUSED

- a) The Hirer shall on demand pay to the PCC the reasonable amount incurred by the PCC in repairing or replacing as appropriate, any damage to the fixtures, fittings, apparatus, equipment, furniture or other contents thereof, by a person participating at the invitation of the Hirer or Organisation in the use of the facilities or premises (fair wear and tear excluded).
- b) Subject to the commencement of any litigious proceedings, the amount of such damage shall be certified by the PCC whose decision shall be final.
- c) The Hirer shall pay an administration fee of 10% of the total cost of repair or replacement.

16) SALE OF GOODS

- a) The Hirer shall not without prior consent in writing of the PCC sell or supply or permit any other person to sell or supply or offer for sale goods of any kind in the St James Church Facilities during the Hire Period.

17) HEALTH AND SAFETY

- a) The Hirer agrees to comply with the Health and Safety Policy and any other risk control measures that form part of the risk assessment for the St James Church Facilities, under the Management of Health and Safety at work Regulations 1992.
- b) All Hirers working with young people aged 18 or under, or vulnerable adults must comply with the PCC's *Safeguarding Policy*.

18) INDEMNITY

- a) The Hirer shall indemnify and keep indemnified and hold harmless on demand the PCC against all claims, demands, action or proceedings in respect of death or injury without limit to, any person or direct or indirect loss or damage to property belonging to any person during the course of or in consequence of the Hiring unless caused by the PCC's negligence.

19) INSURANCE

- a) All Hirers that trade or make charges to their users or members must have public liability insurance. The Hirer shall take out public liability insurance with an insurance company of repute, to cover loss of or damage to property (whether the PCC's or belonging to an individual) and injury or death of any person caused by the Hirer's negligence during the Hire Period or in connection with it.
- b) The Hirer must satisfy themselves that the level of cover insured for will protect them from any potential claim. Such cover would not normally be less than £5 million; however, it is for the Hirers to fix the amount of cover required.
- c) Where an activity conducted by a Hirer is covered by a nationally recognised governing body, the public liability insurance must satisfy the guidance or conditions of the nationally recognised governing body.
- d) The Hirer is notified that the PCC's insurance does not extend to property brought onto the premises in connection with the Hire; in respect of fire, theft, loss or any other damage, the Hirer should make separate insurance arrangements in respect of such matters.

20) FIRST AID INCIDENT OR OTHER EMERGENCY INCIDENT

- a) In the event of accident, incident and / or injury, the Hirer or his deputy will at once alert the Hirer's trained First Aider who will provide the appropriate first aid treatment.
- b) All first aid treatments, incidents and emergencies must be recorded in accordance with the PCC's current health and safety policy and procedures. They should all be recorded on the Accident Form and returned to the Church Office.

21) KEYS AND PARKING

- a) The Hirer will be responsible for any keys provided to them for any Hire Period. If a key is lost, the Hirer must meet any costs incurred in the replacement of the key.

- b) Hirers that make Long-term Bookings may be provided with keys for the whole period of their booking. These keys remain the property of the PCC. All keys must be returned to the PCC at the end of the long-term booking.
- c) Cars must be parked in the Car Park and are left there at owners' own risk. If any cars are parked on the highway, the Hirer must ensure that they are parked in a way that will not cause a nuisance to the neighbouring properties. The Knoll Drive Church Car Park is secured with a barrier. The code will be provided and the barrier must be closed and locked on the vacation of the premises.

22) INFRINGEMENT OF COPYRIGHT

- a) The Hirer shall indemnify and keep indemnified the PCC against all claims, legal fees, court fees, damages, demands, action and proceedings in respect of any infringement of intellectual property rights by an unauthorised public performance or any use of recording apparatus or contrivance at St James Church Facilities by the Hirer or his agent.

23) BROADCASTING AND FILMING RIGHTS

- a) No Hirer booking the St James Church Facilities may grant broadcast (sound or television) or filming rights without prior written consent of the PCC.
- b) As a prerequisite of consent being given, the PCC reserve the right to take part in any negotiations, to be party to the terms and conditions of any agreement reached and to take all or share any income and publicity derived there from.

24) MUSIC AND PERFORMANCE

- a) The Hirer shall not play or permit the playing of gramophone records, compact discs, radios or tape recorders in the St James Church Facilities or perform any work, which will infringe the rights of any third party in intellectual property.
- b) The Hirer shall obtain beforehand, and provide a copy to the Bookings Officer, all proper licences in respect of such broadcasts or performances.
- c) The halls are licensed for the purposes of music, singing and dancing from 9.00am – 10.30pm each day except Sundays, Christmas Day and Good Friday. Any music and vocals shall be so controlled as to be inaudible within any nearby residential accommodation

25) PHOTOGRAPHS AND VIDEO RECORDINGS

- a) Photographs for professional use and publication thereof must not be taken without the express permission of the Bookings Officer.
- b) The use of video recording equipment is not allowed without the express prior written permission of the Bookings Officer.

26) ADVERTISING

- a) The Hirer shall not advertise or publicly announce any event to take place at St James Church Facilities without the prior written approval of the Bookings Officer.
- b) The Hirer shall submit proofs of all intended advertising to the Bookings Officer prior to publication for his authorisation.
- c) The PCC has the right to include the Hirer's services in any of its promotional activities or publications.

27) CATERING

- a) The PCC reserves, to itself or its agents, the right of sale of all refreshments in the St James Church Facilities.
- b) The Hirer shall make arrangements with the Bookings Officer for any special catering requirements not less than 14 days before the Booked Period.

- c) Nothing must be done by the Hirer to break the provisions of the Food Safety Act 1990 and the General Food Regulations 2004 as they apply to the St James Church Facilities.
- d) The Bookings Officer will provide instructions to the Hirer concerning food and or drink brought onto the premises and made available for consumption by others.
- e) If the hirer is preparing high risk foods or has a supervisory role it is recommended that they have training to a level equivalent to the Chartered Institute of Environmental Health (CIEH) Level 2 Hygiene Certificate with 3 months of starting.

28) ALCHOLIC DRINKS

- a) The Hirer is not permitted to arrange for, or permit, the sale or consumption of alcohol on the premises of the St James Church Facilities, without the prior, written permission of the Bookings Officer.
- b) If such permission is given, the Hirer will be told of any licensing applications or permissions that must be sought and granted by the authorities, prior to the sale or consumption of alcohol to which it relates.

29) NOTICES

- a) The Hirer shall not display any notices or decorations (internal or external) without the express permission of the Bookings Officer.

30) ALTERATIONS TO FITTINGS AND STRUCTURE

- a) The Hirer shall not alter or interfere with equipment or fittings of the St James Church Facilities or structure thereof.
- b) No alterations or building work is permitted and nothing shall be attached or fastened by nails, pins, screws, sticky tape or other means to walls, floors or woodwork without the written agreement of the PCC. All subsequent costs will be charged to those responsible.

31) GAMBLING

- a) The Hirer shall not hold or permit to be held any sweepstake, raffle or other lottery on the premises during the Hire Period, other than one which is permitted by law (and registered if the law requires) and with prior written permission of the Bookings Officer.

32) VACATION OF PREMISES

- a) The Hirer must ensure that the hired part of the St James Church Facilities and any equipment used is left clean and tidy and that the equipment is left, at the end of the period of use, in the same condition as found.
- b) All rubbish must be cleared away and taken away from the premises. No rubbish is to be left. All tables and chairs must be wiped clean of spills and must be returned to where they were found and/or re-stacked in the correct manner. Any other equipment must be returned to where it is stored.
- c) If you arrive to find the hall left inappropriately inform the church office as soon as possible.
- d) Ensure that all heating and lighting is switched off before you leave.
- e) When locking up at the end of the session, care should be taken that all doors leading to the outside, and all windows are properly secured. Taps, lights and electric switches should all be turned off before leaving
- f) The PCC reserves the right to levy an additional cleaning charge should the premises be left in such a condition as to necessitate unreasonable extra cleaning.
- g) Damage to equipment will be charged to the Hirer at the cost of repair plus a 10% administration fee as set out in Clause 15)c) of this User Contract. If damaged equipment cannot be repaired, then the full replacement cost will be charged to the Hirer.
- h) Events running over time will be charged at the current hourly fee, per hour or part of.

33) RULES FOR USERS

- a) The Hirer will use his/her best endeavours to inform all those involved in the use of the premises of these rules and encourage compliance with them.

- b) The Hirer is responsible for ensuring that young people under the age of **18** are supervised and safe at all times during the Hire Period.
- c) The Hirer accepts that the Bookings Officer reserves the right to exclude from the premises anyone breaking such rules and/or causing nuisance to other users of the St James Church Facilities or those in nearby premises.

34) COMPLIANCE WITH THE PCC AIMS

- a) The PCC expects Hirers to have an interest in building the local community. Hirers are expected to conduct themselves in a cooperative manner when working with other hirers in the centre, even when disputes arise.
- b) The Hirer or other persons will do nothing to undermine the vision and values of the St. James PCC as defined by the Vision and Values document.
- c) The Bookings Officer has the authority to exclude Hirers or other users that are deemed to have contravened these expectations.
- d) If a Hirer or user is deemed to have contravened these expectations, the PCC reserve the right to terminate any hire contract.

35) BREACH OF CONDITIONS

- a) The Hirer shall be responsible for ensuring that the Conditions of Hire are complied with by all persons using St James Church Facilities arising out of or in consequence of hiring.
- b) In the event of the Hirer breaching any of the conditions of hire or failing to pay all charges within the specified time, the PCC may cancel the booking and all future bookings at the Bookings Officer's discretion.
- c) The Hirer shall remain liable for all hire fees and charges, including cancelled future bookings.

36) FAILURE TO SIGN THIS USER CONTRACT

Any Hirer or other user that has not signed this User Contract that proceeds or continues to use St James Church Facilities or pays any monies for the hire thereof implies that they have accepted this User Contract, including the responsibility to pay the Hire Fee and all other charges.

37) RIGHT TO APPEAL

Hirers or users have the right to appeal against any decision made regarding any matter covered by this contract. Appeals should be made in writing to the Chairperson of the St. James PCC. Appeals will be considered by the Standing Committee. The decision of the Standing Committee will be final.

38) ALTERATIONS TO THIS DOCUMENT

This contract may be altered by the St. James PCC, who shall give one month's written notice of any alteration to all current hirers. The terms contained in any variation document shall take precedence in any conflict with this User Policy.

39) DOCUMENTS REQUIRED FROM HIRER PRIOR TO SIGNING CONTRACT (AS APPROPRIATE)

- a) Proof of name and address (if a bill from last 3 months).
- b) Photo ID
- c) Insurance company name and policy number
- d) Certificated evidence of qualifications for activities
- e) Confirmation of risk assessment
- f) Confirmation of compliance with the PCC's Safeguarding Policy

SCHEDULE ONE

Hire Charges				
Room	One off booking (charge per hour)	Regular bookings/ one off charity (charge per hour)	Regular bookings charity (charge per hour)	Church member (One off booking)
Church Hall and Coffee Lounge (SJCC and Grange)	£25.00	£22.00	£19.00	£16.00
Church Hall (SJCC and Grange)	N/A	£19.00	£17.00	£N/A
Coffee Lounge	£12.00	£10.00	£8.00	£8.00
Meeting Room	£12.00	£10.00	£8.00	£8.00
Kitchen for food preparation	£10.00 One off	No Charge	No Charge	No Charge

Regular bookings: charity rate – this refers to registered charities.

One off booking deposits	
Number of People	Deposit required
1 to 50	£50.00
50-100	£100.00
Over 100	£150.00

Any booking involving the consumption of alcohol will automatically qualify for a minimum £100 deposit

SCHEDULE TWO

Cancellation charges				
Cancellation Date	The Date of hire	The Day before hire	Within 1 week of hire	Within 2 weeks of hire
Booking category	Cancellation fees	Cancellation fees	Cancellation fees	Cancellation fees
Charity	100% of hiring fee	75% of hiring fee	50% of hiring fee	25% of hiring fee
Normal	100% of hiring fee	100% of hiring fee	75% of hiring fee	50% of hiring fee