



45/47 HIGH TOWN ROAD · LUTON · LU2 0BW

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CHURCH HALLS

Terms and Conditions of Hire

EFFECTIVE FROM 1 OCTOBER 2016

HIGH TOWN METHODIST CHURCH (HTMC): Standard Terms and Conditions for Hire of Halls

These Terms & Conditions apply to all bookings made after 1 October 2016 and also to pre-existing bookings when notified to the Hirer and shall be strictly observed. Should you not wish to accept these revisions please contact the Church to cancel your bookings and receive any refund that may be applicable.

BOOKINGS & CANCELLATIONS

Halls are generally available from 9am – 10.30pm Monday to Saturday. Hire rates are by the hour.

All Bookings are at the discretion of HTMC and offered on a 'first come, first served' basis. The Church takes precedent over all hire agreements for unexpected events (eg 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.

Bookings are provisional until confirmed. Confirmation will usually be sent to you by e-mail.

A Booking form will be found on our website www.hightownmethodist.org. Please complete, making sure all questions are answered fully, and return it to the Bookings Secretary with your deposit.

A deposit of 20% (or £10 – whichever is the larger) is payable when making a booking. A 50% deposit is payable for conference bookings over £1500. Please make cheques payable to '**High Town Methodist Church**'. Should the cheque be declined on presentation any bank charges incurred will be added to the amount outstanding.

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 acceptance is at the discretion of the Bookings Secretary.

Amendments can be requested at any time and the Church will, at its sole discretion, do its best to accommodate them. Please note that material changes may result in additional charges. If the Hirer decides to cancel the booking then the cancellation terms shall apply.

Cancellations (all events other than conferences): notification must be in writing or by e-mail. We will endeavour to make any refund due, or issue an invoice for the balance, within 10 working days.

Cancellation costs.

31 days or more prior to event:	no charge
30-10 days	50% charge
Within 10 days	100% charge

Conference bookings:

90 days or over prior to event:	£100 charge) plus the cost of any specific third party
89-60 days	Loss of deposit) supplied items where cancellation incurs a
59 days or less	100% charge) cost to the Church

All payments for booking must be received at least 10 days in advance of the booking or immediately if the hire is within this period.

If payment is not received within this period HTMC reserves the right to cancel the booking, subject to the cancellation terms above, and to invoice the Hirer for any outstanding balance, if it has not been possible to re-book the rooms in whole or in part.

In certain circumstances HTMC reserves the right to ask for a 'Bond' of no more than £100 to be paid with the hire charge for possible damages, breakages or any extra cleaning that may be required. The Bond will be returned to the Hirer after the event less any deductions (with details) that may have proved necessary.

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

The Hirer agrees to indemnify the Trustees of HTMC in the event of any loss or damage to the premises or contents or in the event of any claim for damages being made for bodily injury or damage to property arising out of use for the premises.

SAFETY REQUIREMENTS

All Hirers must read the Fire Evacuation Procedure and announce it at the commencement of the event.

The maximum capacity for the Hall is shown below and must not be exceeded.

Front Hall	80 seated, 100 standing
Dining Hall	60 seated, 80 standing
Meeting Room	12 seated
Church	200 seated

Nothing shall be done that endangers the users of the buildings or the Insurance Policies relating to it and its content.

In particular:

- Obstructions must not be left in gangways or exits**, or in front of emergency exits which must be instantly available for free public egress.
- Nothing shall be placed** over emergency exit signs.
- Fire fighting apparatus shall be kept in its proper place** and used only for its intended purpose.
- The Fire Brigade shall be called to any outbreak of fire** however slight and details of the incident shall be given to the Bookings Secretary.
- No activities involving danger to members of the public** are permitted.
- No highly flammable substances** shall be brought onto the premises. No internal decorations of a combustible nature (such as polystyrene, cotton etc) are permitted without the permission of the Bookings Secretary. Pyrotechnics or special effects (for example, smoke machines) must not be used in the buildings under any circumstances.
- No unauthorised heating equipment** is to be used on the premises.
- Only equipment that is part of the specific hire agreement may be used** unless permission is sought and agreed.
- Details of any accident or injury** occurring in the building shall be entered into the 'Accident' book and the Church notified within 24 hours.
- All electrical equipment shall comply with the Electricity at Work Regulations 1989.** Any electrical equipment brought onto the premises must have a current Portable Appliance Test (PAT) certificate. HTMC 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. HTMC reserves the right to refuse or allow any equipment to be used in the building if it is deemed to contravene health & safety regulations.

PUBLIC LIABILITY INSURANCE

Only in exceptional circumstances can the church permit social events to be covered by its own Public Liability Insurance (PLI).

PLI must be provided by hirers unless specifically noted on the booking confirmation. Hirers who are running a business, who are charging for classes or services, who intend access to be offered to the general public (free or ticketed), or who make three bookings or more within the church's annual insurance year will be required to obtain PLI (minimum value £5M) and provide a copy of the schedule together with 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 Terms and Conditions).

SUPERVISION

1. **The Hirer or person in charge must be over 18**, shall be on the premises for the entire period of hire or duration of activity and shall not be engaged in any activity that prevents the exercising of effective supervision.
2. **The person in charge must ensure** that no one engaged in their activities does anything to affect the health, safety or welfare of any other user.
3. **Children must not be left unsupervised at any time:** a responsible adult must be present at all times.
4. **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 hall, neither to be less than 18 years old, on duty throughout. More may be necessary for some events, to be confirmed at the time of booking.
5. **For reasons of public safety and building security** the Hirer or person in charge must ensure that no one unconnected with the activity is allowed to enter the premises. All doors giving direct access to the public highway must be attended at all times during the period of hire.
6. **All persons in charge or on stewarding duty** must enforce the legal requirement of '**No Smoking**' anywhere in the building or the outside spaces. Smoking on the pavement directly in front of the premises should be discouraged.
7. **All persons in charge or on stewarding duty** must be informed of the procedure for evacuation of the premises and shall be familiar with the fire fighting equipment available.
8. **The Hirer or person in charge** must keep an adequate record of those in attendance and be able to account for all participants in the event of an evacuation.
9. **Unless agreed as part of the hire no access to the church is allowed** without the supervision of church staff on site.
10. **On leaving the Hirer or person in charge must ensure that:** all lights and appliances are switched off, all windows are closed, alarms are activated, **that the building is properly secured and that gates are closed and padlocked.**

ALCOHOLIC DRINKS AND GAMBLING

In accordance with national Methodist policy alcohol cannot be supplied, sold or used on Methodist premises, nor may the premises be used to promote the sale of intoxicants. Gambling, too, is prohibited.

1. **No alcohol** of any type or strength may be brought, sold, consumed or offered as a prize on church premises. Should this be contravened the Hirer, or person in charge, will, at the sole discretion of the member of staff present, either be asked to remove it, ask for the offending individual(s) to be removed from the premises and excluded from further access or ask for the hire to be terminated with immediate effect.
2. **Gambling is forbidden on church premises.** However, in accordance with the Gambling Act 2005, certain activities, solely for the purpose of raising money for charity, may be permitted: games of cards or chance played for entertainment are allowed 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 (equivalent RRP).
3. **Raffles** may be held at functions but are subject to the following:
 - (i) The sum expended on prizes must not exceed £50 (plus donated prizes)
 - (ii) No prizes shall be for cash (or its equivalent) or be intoxicants (eg alcohol)
 - (iii) The sale of tickets and the announcement of the results must take place during the course of the event
 - (iv) The raffle must not be a substantial inducement to attend the event
 - (v) The only expenses that may be deducted are those of printing the tickets and purchasing the prizes.
4. **A charity auction** may be held at the Minister's sole discretion. The Hirer must submit a written proposal for consideration prior to making a booking. The same conditions as those for 'raffles' are likely to apply but further conditions may also be necessary for agreement to be given. .
5. **Should the conditions for gambling, raffles, charity auctions** or other 'games of chance' be contravened during a hire then the member of staff present shall have the same remedies available as those for alcohol (see 1)

EQUIPMENT

If you have hired church equipment that proves to be faulty then we will endeavour to offer a replacement where possible. We regret that landline telephone / Wi-Fi internet access is not yet available in the building. An audio loop is available in certain areas; if this is required please check availability at time of booking.

Only equipment that is covered by the hire agreement may be used: HTMC will accept no responsibility for accident or injury caused by the unauthorised use of equipment not so included.

KITCHEN

Basic kitchen facilities are available.

If Hirers wish to use the oven/ hotplates or dishwasher these must be booked separately (see booking form). Instructions for use of these appliances will be supplied when the booking is confirmed.

MUSIC

It is the responsibility of the Hirer or person in charge to check if they require a licence from Phonographic Performances Limited (PPL) or PRS and, if so, to obtain one. This requirement continues to exist if such a licence is to be provided by a third party (such as a mobile disco) and HTMC may request to see evidence of the licence.

PROVISION OF SERVICES THROUGH A THIRD PARTY BY THE HIRER

If the Hirer intends a third party to provide services this must be disclosed at the time of booking and approval is at the sole discretion of the Bookings Secretary.

In all cases details of insurance, relevant licences and a description of the service to be provided will be required. HTMC will not communicate directly with the third party and the Hirer or person in charge will be the sole contact for the booking of the hire. Should the third party fail to abide by any of the booking or hire terms and conditions, the church reserves the right, at its sole discretion, to instruct the Hirer or person in charge to cease a particular activity or to remove the third party from the premises - or to terminate the booking with immediate effect.

STORAGE and LOST PROPERTY

No equipment or material may be stored on the premises prior to or after the hire period without permission from the Bookings Secretary. No other members of the Church may give permission.

Any property found after the period of hire will be deemed 'Lost Property'. Providing it is not thought to be hazardous or perishable (in which case it will be removed immediately) such property will be retained for 31 days prior to disposal. HTMC 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 HTMC may dispose of any such property without any additional obligation (financial or otherwise) being incurred.

CAR PARKING

There is limited on site parking but this is primarily for church use only. The premises do have space for delivery and collection of equipment etc at specific times providing it is booked by prior arrangement. This may be cancelled without notice and HTMC can accept no liability for any disruption so caused.

NUISANCE

Litter shall not be left on, or about, the premises.

Blu-tak, tape, nails or any other fixings to walls or doors are not allowed without permission of the Bookings Secretary.

Hirers are required to take their waste with them at the end of the hire.

Publicity and posters must not be fly-posted around the town.

Except in the case of trained and registered assistance dogs, or other working animals used to assist disabled people, no animals or birds shall be allowed on the premises. Under no circumstances shall they be permitted where food is being prepared or consumed.

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 to the occupiers of nearby houses and property. Normal permitted hours for the use of the halls for entertainment are Monday – Saturday from 9am – 10.30pm.

OTHER

Staff telephone numbers are provided for emergency use only. If you call any number we will endeavour to sort out minor problems over the phone but please remember that staff are unpaid volunteers and in the event that the Hirer is deemed responsible for a staff member having to attend the premises we reserve the right to charge a £30 call out fee.

DATA PROTECTION

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

FIRE SAFETY PROCEDURES

See separate sheet

OUR SAFEGUARDING POLICY

High Town Methodist Church seeks to safeguard all members of the Church Community, whatever their age, and we are committed to supporting, resourcing, training and providing supervision to those who work with children and young people.

It is our responsibility as individuals and as an organisation to seek to prevent any type of abuse of children, young people and adults. This forms part of our aim to develop a caring relationship between all people, of any age or circumstance, in our care.

All Hirers using our premises must be willing to comply with this policy.

The complete version of our Safeguarding Policy can be found on our website: www.info@hightownmethodist.org