

St Saviour's Pimlico - Standard Condition of Hire

Key terms of reference for this document

Agreement for Hiring – the legal agreement permitting use of St Saviour's Church between **the hirer** and the **PCC**;

The hirer – the person/s, association, charity or company as stated in the **Agreement for Hiring**;

The Parochial Church Council ("PCC") – is the executive committee of a Church of England parish, of which St Saviour, Pimlico is one, and consists of clergy and churchwardens of the parish, together with elected and co-opted representatives of the laity;

St Saviour's Church – means the administration team on behalf of the **PCC** or the church building, the Pimlico Room or the church hall and all surrounding external environs of the building depending on the context;

Group – attendees of the event organised by **the hirer**.

Your Booking

1. **The hirer** acknowledges that if it wishes to cancel the agreement a period of two weeks' notice is required in writing.
2. **The hirer** acknowledges that if it wishes to cancel specific dates a period of two weeks' notice is required in writing, otherwise full hire charges for those dates will apply.
3. If a cancellation is received by **St Saviour's Church** with greater than two weeks' notice, 25% of the cost of hire will be retained by **St Saviour's Church** and thus represents a non-refundable deposit.
4. The **PCC** reserves the right to cancel the agreement by giving two weeks' notice in writing, unless exceptional unforeseen circumstances arise.
5. **The hirer** shall ensure that the rules governing the use of the premises are complied with (see Section: **RULES GOVERNING USE OF PREMISES** below).
6. **The hirer** shall not be granted exclusive use of the whole premises unless **the hirer** and **St Saviour's Church** explicitly agree to the contrary. **The hirer** shall be permitted to use only those parts of the premises specified in the **Agreement for Hiring** which has been approved by **St Saviour's Church**. Different **groups** may be using different parts of the premises at the same time and will be required to share common facilities including, but not limited to, corridors, entrance areas and toilets.
7. Hire of the church does not include use of the sanctuary, vestry, or Lady Chapel.
8. **The hirer** shall be responsible for obtaining any local authority or other licences necessary in connection with the booking, other than those already held by the **PCC**.
9. The organ is not included in any Agreement for Hiring and is not to be used under any circumstances, unless prior agreement to the contrary has been obtained in writing from the Vicar or Director of Music.
 - a. Any person wishing to use the organ will be asked to prove their competency to do so.

Health & Safety

St Saviour's Church is committed to the health and safety of its employees, members of the public and sub-contractors working on the premises.

1. **The hirer** agrees to abide by all relevant provisions of health and safety law, and with any **St Saviour's Church** health and safety rules and regulations.
2. If any **group** or member of a **group** who are using the site has any relevant medical condition which may require additional medical support or intervention, that **group** or member of the **group** is obliged to report it to **the hirer** either in advance or on arrival. This includes persons of limited mobility who would require extra support in an emergency evacuation.
3. The number of persons attending any event under the **Agreement for Hiring** shall be limited to the capacity of the rooms as stipulated by **St Saviour's Church**. **The hirer** shall not cause or allow the capacity to be exceeded.
4. All electrical appliances brought onto and used on the premises by or on behalf of **the hirer** must be fully tested in compliance with current legislation and proof be exhibited to **St Saviour's Church**, if required, to that effect.
5. St Saviours Church, as a venue, does not require **the hirer** to provide a copy of their risk assessment forms, however, we do strongly encourage **the hirer** to carry out a thorough risk assessment, and we reserve the right to request this completed risk assessment form from **the hirer** at any point.
6. **The hirer** takes responsibility to ensure that no children under the age of 12 are in the kitchen (in the Hall or the Pimlico Rm) unless it is an organised and supervised activity. **The hirer** takes responsibility to supervise, at all times, any children aged 12 to 16 in the kitchen.
7. No food or drink items may be brought into the buildings as part of your event, unless specifically agreed with **St Saviour's Church**.
8. In that instance **the hirer**, or food manufacturers/caterers employed by **the hirer**, providing food or drinks, are responsible for protecting their **group** from consuming allergens to which they are affected.
9. The food will be stored in such a way as to avoid contamination, hands will be washed and suitable arrangements for the disposal of waste will be made.
10. A deep fat fryer will not to be used in **St Saviour's Church** under any circumstance.
11. Alcohol must not be sold on the premises without the appropriate licences from the local council.

The Buildings & Security

1. **The hirer** shall, during the period of hiring, be responsible for supervision and security of the premises, protection of the fabric and contents from damage, and the behaviour of the **group** associated with the hire (both inside and outside the church premises).
2. **The hirer** shall ensure the use of the building is appropriate and compatible with its consecration as a place of worship. No dangerous or harmful activity shall be permitted.

3. **The hirer** shall ensure that no explosives, toxic, hazardous, odorous, or flammable substances are brought onto or used in the building. Smoking is not permitted anywhere in the **St Saviour's Church**. This includes the use of simulated smoking products popularly known as "vaping" or "e-cigarettes".
4. **The hirer** will not engage in behaviour or activity, either in person, or in social media engagements, which are contrary to the values, mission or purpose of the site as a place of Christian worship or ethics.
5. **The hirer** shall be responsible for making adequate arrangements to insure against any third-party claims which may arise against **the hirer** whilst using the premises.
6. **The hirer** shall be responsible for the observance of all regulations affecting the premises imposed by the Licensing Justices, the Fire Authority, Local Authority or otherwise.
7. **The hirer** shall not sub-let or use the premises for any unlawful purpose or in any unlawful way, or do anything or bring on to the premises anything which may endanger the premises, their users, or any insurance policies relating thereto.
8. **The hirer** shall indemnify the **PCC** in respect of the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the building during or as a result of the booking and in respect of any liability to third parties or otherwise arising out of the use of the premises pursuant to the booking.
9. **The hirer** shall, if selling goods on the premises, comply with all relevant fair trading laws and any local codes of practice issued in connection with such sales.
10. **The hirer** acknowledges that no tenancy is intended to be created between the **PCC** and **the hirer** and no relationship of landlord and tenant exist between them.

Door Code Policy

St Saviour's Church changes the door codes periodically in line with safeguarding best practice to keep all of those in the church community safe.

1. **The hirer** will contact **St Saviour's Church** seven days prior to hire to receive door entry codes.
2. Upon receipt of these codes, **the hirer** commits to keep those codes strictly confidential and to not share codes beyond that which is reasonably practical to run the duration of hire successfully. This means that, in the event of hires involving larger **groups**, only a necessary and limited number of people will be in possession of the codes, and not the whole **group**.

Insurance

1. **The hirer** will be responsible for any liability that arises from their use of the building or its equipment and are required to indemnify the **PCC** against loss, costs and expenses arising from all claims from any party (including members of the public, **the hirer's** members, employees, contractors, etc.) arising from **the hirer's** use of the building and associated equipment.
2. **Hirers** are advised to take out a Public Liability Policy with a minimum of £2 million indemnity limit to cover themselves and third parties during their booking period. A valid copy of this Public Liability Policy may be requested on booking.
3. If hiring the premises as an organisation, business or charity, **the hirer** should consider having Public Liability Insurance of a minimum of £5 million. **The hirer** may be asked to provide a valid

copy of this Public Liability Policy alongside this terms and conditions document at the time of booking.

4. **St Saviour's Church** has a public liability policy up to £10 million for each incident covering claims for negligence in maintaining the condition of the building and its equipment.
5. **St Saviour's Church** shall not be liable for any loss or damage to the property or goods used or exhibited on the premises or left by the client or persons attending the premises.
6. If any person is carrying items of significant cultural, financial, or historical value, they understand that **St Saviour's Church** accepts no responsibility for the care or security of that item, unless the item is being brought to the site at the request of **St Saviour's Church** or in connection to an event which **St Saviour's Church** is to be considered a partner of. In the event of either of those being true, the presence of the items on site should be notified to the **PCC** in advance in order that the appropriate security or care conditions be prepared.

Rules Governing the Use of Premises

3. **The hirer** acknowledges that the hire of the premises includes the time required for preparation and cleaning up.
4. **The hirer** acknowledges that **St Saviour's Church** reserves the right to charge retrospectively for time spent in the premises beyond the agreed booking times. The charge will be equivalent to the rate for the otherwise agreed times.
5. **The hirer** acknowledges that the premises are to be left tidy, cleaned and swept. Tables and chairs are to be stacked as directed, and all litter from the hire is to be removed. Removing litter means taking the litter away from the premises and not using the premises own bins.
6. **The hirer** acknowledges that all equipment should be lifted and not dragged to avoid damage to the floor.
7. **The hirer** acknowledges that the **PCC** accepts no responsibility for any theft or other loss of property belonging to **the hirer** or their **group** members whilst using the property.
8. **The hirer** acknowledges that use of the stage in the Church Hall is by prior arrangement only and should be noted on the Agreement of Hiring.
9. **The hirer** acknowledges that all temporary decorations are to be removed by the end of the hire and that at no point should items be attached to walls or doors. Any tape or Blu-Tac must also be removed.
10. **The hirer** will assume personal responsibility for the cost of repair or replacement of any equipment damaged, destroyed or lost.
11. **The hirer** understands that damage incurred to the premises during the time of hire will result in a deposit previously paid being retained by St Saviour's Church.
12. **The hirer** acknowledges responsibility to ensure that at the end of the hire all lights and appliances are switched off, windows closed and the premises locked.
13. **The hirer** agrees not to move any furniture, such as pews, in the church.

Safeguarding

Ensuring the safety and welfare of children, young people and vulnerable adults lies with those responsible for their care. **The hirers** are to abide by the **PCC's** Safeguarding Policy Statement, which is below. A copy of the **PCC** Policy Statement forms part of the **Agreement for Hiring**, even when **the hirer** has its own, to acknowledge that this has been seen and will be adhered to and that all concerns about children, young people and vulnerable adults will be reported to the relevant statutory authority. If **the hirer** has its own policy, a copy of this should be sent to **St Saviour's Church**.

The Safeguarding Policy for the Diocese of London can be found here:

<https://safeguarding.london.anglican.org/wp-content/uploads/2023/11/Diocese-of-London-Safeguarding-policy-v8-November-2023.pdf>

PCC Safeguarding Policy Statement

Every person has a value and dignity which comes directly from the creation of male and female in God's own image and likeness. Christians see this potential as fulfilled by God's re-creation of us in Christ. This implies a duty to value all people as bearing the image of God and therefore to protect them from harm.

- We accept and endorse the principles set out in 'Safeguarding in the Diocese of London'.
- We commit ourselves to nurture, protect and safeguard all our members, particularly children, young people and vulnerable adults.
- We recognise that safeguarding is the responsibility of the whole church community.
- We undertake to exercise proper care in the selection, appointment, training and support of those working in both paid and voluntary positions with children or vulnerable adults, including the use of Disclosure and Barring Service (DBS) disclosures and making appropriate referrals to the Disclosure and Barring Service.
- We will respond without delay to concerns or allegations that a child or vulnerable adult may have been harmed, cooperating with the police and social care services in any investigation.
- We will challenge any abuse of power by anyone in a position of trust.
- We will seek to offer pastoral care and support to anyone who has suffered abuse, developing with them appropriate pastoral support.
- We will seek to offer pastoral care and support, including supervision and referral to the proper authorities, to any member of our church community known to have offended against a child, young person or vulnerable adult.

The Parochial Church Council of St Saviour's Pimlico
2024