

Terms and Conditions for the Hire of Space at St Mary Magdalene, Wandsworth Common

Please read this document carefully. Together with the "SMM Booking Form", they comprise a binding licence agreement between you and us for the use of certain parts of St Mary Magdalene's buildings. Breach of any provision could result in the licence being terminated and further payments becoming due from you.

1. Definitions

- 1.1. "**You**" means the person(s) signing the SMM Booking Form and any person or organisation on whose behalf the booking is made.
- 1.2. "**Us**", "**our**", "**we**" or "**the PCC**" means the Parochial Church Council of St Mary Magdalene, Wandsworth Common.
- 1.3. The "**Hired Space**" means the main Church, the Parish Hall, Vestry Hall or such other rooms or facilities licenced for your use, as set out on the SMM Booking Form.
- 1.4. The "**SMM Booking Form**" means the form signed by you in relation to the use of the Hired Space for the period of hire.
- 1.5. The "**period of hire**" means the specified date(s) at the specified time(s) set out on the SMM Booking Form.
- 1.6. The "**Licence**" means, together, the SMM Booking Form, these terms and conditions and any other agreement made between you and us in relation to your use of the Hired Space.
- 1.7. A "**Regular User**" shall be any person or organisation which uses Hired Space on two or more occasions under the terms of this Licence.

2. Licence fees, deposit and cancellation

- 2.1. You shall pay the deposit set out on the SMM Booking Form at the time of booking. The deposit is only refundable if the PCC cancels the booking (except if it cancels the booking in the event of breach of this Licence).
- 2.2. You shall pay the balance of the licence fee set out on the SMM Booking Form not less than one week before the date the Hired Space is to be used or on such other date as we may agree.
- 2.3. All payments should be made by online transfer into our account with CAF Bank (Account name: [St Mary Magdalene PCC]; Branch: []; Sort Code: []; Account Number []) giving your name and date of hire as reference. If this is not possible, then payments should be made by cheque payable to "St Mary Magdalene PCC."
- 2.4. The PCC may cancel this Licence at any time if (in its reasonable opinion) exceptional unforeseen circumstances arise. **Otherwise, this Licence may only be cancelled by you or by us with at least one week's notice in writing.** If we cancel this Licence (other than in the event of your breach of it), we will return your deposit and any other fees paid as soon as practicable. If you cancel this Licence with less than the notice required and we are unable to arrange a replacement booking, the PCC may at its absolute discretion refund any fees paid (less the deposit), but shall be under no obligation to do so.

3. Compliance with laws and regulations

- 3.1. You shall observe all laws and regulations affecting the Hired Space and your use of it, whether imposed by the local authority, the licensing authorities, the fire authority, the Health & Safety Executive, the Food Standards Agency or otherwise.
- 3.2. You shall obtain any local authority or other licence(s) necessary in connection with your use of the Hired Space and comply with their terms. In particular, you will not undertake or permit to take place any licensable activity (including the sale of alcohol) unless a temporary event notice has been given and it is permitted temporary activity (all within the meaning of the Licensing Act 2003). Any temporary event notice must be approved by the PCC or its authorised agent before it is given to the licensing authority.
- 3.3. You shall, if selling goods in the Hired Space, comply with all relevant fair trading laws and any local code of practice issued in connection with such sales.

4. Use of the Hired Space

- 4.1. You shall only use the space(s) agreed to be hired, during the period of hire and for the purposes for hire (in each case) as set out on the SMM Booking Form. The PCC neither warrants nor represents that the Hired Space is suitable for your intended use.
- 4.2. You shall not use the Hired Space for any unlawful purpose or in any unlawful way or do anything or bring into the Hired Space anything which may endanger the Hired Space, the adjacent buildings, their users, or any insurance policies relating to them. You shall not do anything, or permit anything to be done, in relation to the Hired Space which may damage the good standing or reputation of the church of St Mary Magdalene.
- 4.3. You shall make adequate arrangements to insure against any third party claims which may lay against you whilst using the Hired Space.
- 4.4. You shall not sub-let, assign or transfer the benefit of this Licence.
- 4.5. Any advertisements or publicity for your use of the Hired Space must clearly display your name and must not, directly or indirectly, indicate that any event or use is being run by or otherwise connected with the PCC or the church of St Mary Magdalene.
- 4.6. You shall, during the period of hire, be responsible for supervision and security of the Hired Space, protection of the building, furniture, fabric and contents from damage, and the behaviour of all persons using the Hired Space. In particular:
 - 4.6.1. You shall not allow the number of persons in the Hired Space to exceed the maximum capacity of that space, as set out on our website from time to time.
 - 4.6.2. You shall ensure that no annoyance or inconvenience is caused to our neighbours or surrounding residents, that noise is kept to a reasonable level at all times and that, in any event, noise ceases by 10.30 pm.
 - 4.6.3. Nothing may be affixed to the walls or any part of the Hired Space.
 - 4.6.4. Without the previous consent of the PCC or its authorised agent, no equipment or furniture may be taken into the Hired Space and no posters, placards, notices or publicity may be displayed or distributed in or immediately outside the Hired Space.
 - 4.6.5. You shall not smoke, and shall ensure that no-one smokes, in any part of the Hired Space at any time.
 - 4.6.6. You shall report any damage to the Hired Space, its furniture, fabric and contents to the PCC or its authorised agent at the end of the period of hire. The PCC may charge you for repairing any damage or replacing (on a "new for old" basis) any damaged furniture, fabric or contents, which you report or which it later discovers and which is reasonably attributable to your use of the Hired Space.
 - 4.6.7. At the end of the period of hire, you shall ensure that:
 - 4.6.7.1. the Hired Space (including the toilets and kitchen, if applicable) are thoroughly cleaned;
 - 4.6.7.2. any cutlery and crockery which has been used is washed up and put away properly and any tea towels are taken away and laundered; and
 - 4.6.7.3. all furniture is returned to where it is normally stored.

If you are using the Parish Hall, you must not move the piano or any of the pews along the walls and you must leave the safety gate at the top of the stairs to the basement closed at the end of the period of hire.

- 4.6.8. You shall remove all your property and that of anyone using the Hired Space (including any rubbish) at the end of the period of hire. You shall not use the church rubbish bins situated in the passageway to Wiseton Road. The PCC may sell (for its benefit) or otherwise dispose of any property remaining unclaimed more than one week after the period of hire and charge you for the costs of so doing.
- 4.6.9. The Hired Space must be vacated by the end of the period of hire and, in any event, no later than 11.00 pm.
- 4.7. You are responsible for any accident or injury arising out of the activity for which you are using the Hired Space. It is your responsibility to ensure that the Hired Space is safe for the purpose for which you intend to use it and you must conduct an appropriate risk assessment and mitigate any perceived risks. In the event of any accident, you must complete the accident book (which is located with first aid kit situated in the Hired Space) and notify the PCC or its authorised agent (in each case) as soon as possible.

5. Children and other vulnerable persons

- 5.1. You shall abide by the PCC's Safeguarding Policy (a copy of which can be found on our website) or your own Safeguarding Policy (provided that it affords at least the same level of protection). You acknowledge that you have seen a copy of the PCC Safeguarding Policy and that all concerns relating to abuse of vulnerable groups will be reported to the relevant statutory authority.
- 5.2. You shall ensure that there are at all times an adequate number of adults supervising any children using the Hired Space.
- 5.3. Where relevant, children under the age of 16 are not permitted in the kitchen of the Parish Hall.

6. Fire and emergency evacuation

- 6.1. You shall ensure that:
 - 6.1.1. you have read and understand the PCC's Emergency Evacuation and Fire Policy (copies of which are displayed in the Hired Space);
 - 6.1.2. you conduct an appropriate fire risk assessment for the activities for which you are using the Hired Space;
 - 6.1.3. those using the Hired Space are aware of the location of the emergency exits and the procedure in the event of a fire or other emergency; and
 - 6.1.4. you appoint a person or persons with responsibility for directing and assisting in the evacuation of the Hired Space in the event of a fire or other emergency and checking that the Hired Space is clear.
- 6.2. You shall not bring into, or use in, the Hired Space any highly flammable or other hazardous substances. Any decorations of a combustible nature may only be used with the prior consent of the PCC or its authorised agent.
- 6.3. You shall not bring into, or use in, the Hired Space any electrical equipment unless it has recently been checked, tested and deemed safe by an appropriate person. Any such equipment may only be used in a safe way by a competent person. You must not overload any electrical sockets. You shall not bring into the Hired Space any gas or electric fires or gas cylinders.
- 6.4. Fire extinguishers must not be moved (except in the event of a fire), fire doors must not be propped open, (where relevant) the kitchen hatchway in the Parish Hall must be kept closed (except when it is being used), all fire exits must be kept free of obstruction with a gangway of at least 1.25m (4 feet) at all times, and (if more than 50 people are present) the gateway in the passageway to Wiseton Road must be kept unlocked and open during the period of hire.

7. Right of entry

- 7.1. Any member of the PCC or its authorised agent shall at any time during the period of hire have a right to enter the Hired Space in order to check compliance with the terms of this Licence. If that person reasonably believes you are in breach of any provision of this Licence (including, in particular, clause 4.6), he or she will have the right to ask you immediately to remedy the breach. If you fail to do so, he or she may immediately terminate this Licence and you, and those using the Hired Space, must vacate it as soon as possible. In such event, you will have no right to the return of the licence fee or any part of it.
- 7.2. You acknowledge that this is a licence to use the hired space only and no tenancy is intended to be created between you and the PCC and no relationship of landlord and tenant exists between you and us.

8. Liability and indemnity

- 8.1. The person(s) signing the SMM Booking Form and any person or organisation on whose behalf the booking is made shall be jointly and severally liable for compliance with this Licence.
- 8.2. Except as required by law, the PCC, its members, employees and other person acting on its behalf shall not be responsible for your use of the Hired Space or for your breach of any of the terms of this Licence and you shall (to the fullest extent permitted by law) indemnify each and all of them in respect of:
 - 8.2.1. any breach of the terms of this Licence;
 - 8.2.2. the cost of repairing any damage done to any part of the Hired Space or any other part of the church buildings or any of the furniture, fabric or contents of the church buildings arising (in each case) as a result of your use of the Hired Space;
 - 8.2.3. any liability to third parties or otherwise arising out of your use of the Hired Space;
 - 8.2.4. any rates, taxes or other charges incurred by the PCC (or any increase in any such rates, taxes or other charges) as a result of your use of the Hired Space; and
 - 8.2.5. any costs, claims or other liabilities which they (or any of them) may incur as a result of your use of the Hired Space or any damage, loss or theft of property brought by you into the Hired Space.

9. Regular Users

- 9.1. The terms of this Licence shall apply to Regular Users in the same way as they do to other users in relation to each and every period of hire by such Regular Users, except as set out below.
- 9.2. Regular Users shall pay the deposit set out on the SMM Booking Form at the time of initial booking and the first instalment of the licence fee set out on the SMM Booking Form less than one week before the date the Hired Space is first to be used or on such other date as we may agree. After that, the licence fee shall be paid in accordance with clause 2.3 by regular monthly, quarterly or annual payments as set out on the SMM Booking Form.
- 9.3. The cancellation provisions of clause 2.4 and the termination provision in clause 7.1 shall apply in relation only to each period of hire and not in relation to future periods of hire, unless either party wish to terminate this licence completely when the notice period shall be at least one calendar month.
- 9.4. These terms and conditions supersede any previous any previous agreement or arrangement between us and you in relation to the use of the Hired Space.