

Church Premises - Church Hall and other suitable rooms at St Nicholas Church - can be used or hired subject to conditions set out as follows:

Terms and Conditions

1. Bookings are arranged with our Church Administrator (stnicksallestree@outlook.com) or another Church Representative. Applicants are to confirm date, time and purpose of room(s) required and accept charges in force on date of use. Charging covers time needed for preparation, pre-heating room(s) and clearing up.
2. The Parochial Church Council (PCC) reserves the right to refuse or cancel booking(s) if the following stipulations are not followed, or any illegal activity occurs or a safeguarding issue arises. The hirer must show respect for the sacredness of the church complex and this must be observed and always maintained. No activity or behaviour should be undertaken which would bring the church into disrepute. Activities must not conflict with Christian values. If you are unsure of this stipulation, please consult the Church Administrator before making a booking.
3. Any key loaned or issued to a User is regarded as a matter of trust for use only for the bookings made. Any loss or theft must be notified to the Church Administrator as soon as the loss is discovered. Users will be expected to sign for any key loaned and accept the terms under which the loan is made. The PCC reserves the right to charge the cost of additional, broken and replacement keys at cost. Keys must not be passed between individuals and must be returned within 2 weeks of the termination of a regular booking. Any keys not returned will result in a charge.
4. The PCC reserves the right to make a charge of up to the full hire cost if any booking is cancelled without a minimum of 14 days' notice by email or in writing to the Church Administrator.
5. Regular Users are given two months' notice if their hall or room booking is required for a one-off Church event and not less than six months' notice if they need to find an alternative venue due to a longer-term Church use.
6. Regular User room costs are invoiced to the User at the end of the month with full settlement within one month thereafter. Payments are required by bank transfer to RBS 16-11-31 11765161, cash or cheque to our Church Administrator or Church Treasurer – cash and cheque payments may be subject to an additional charge as determined by our Bankers from time to time.
7. Payment for usage by Occasional Users is to be made at least two weeks prior to the date of booking unless alternative arrangements are made at the time of booking. If payment is not received as requested the booking will be automatically cancelled and the facilities may be rebooked by another party – settlement is as per Regular Users above.
8. Charges for Normal Rate Users (NRU) are reviewed each year and amended in line with operational costs and commercial competition. Any price changes will be communicated three months in advance.
9. Charges for Discounted Rate Users (DRU) are reviewed as for NRUs above by the PCC as required and communicated to DRUs accordingly. The PCC reserves the right to withdraw the discounted rate and apply the normal rate at any time.

10. Room charges for the Concessionary Rate Users (CRU) are reviewed as for NRUs and DRUs above. The Concessionary Rate is additionally reviewed each year in line with commercial demand. CRUs will be given additional notice to allow for their fixed incurred costs.
11. Non-payment of monthly charges where more than 3 months' payments are outstanding will result in the cancellation of all planned bookings at the sole discretion of the PCC.
12. Damage to Church premises or property must be reported immediately to the Church Administrator or another Church Representative.
13. The cost to repair (or replace) any damage to Church premises or property, identified by the PCC as being attributable to a User, will be charged by invoice to the User.
14. Any alterations to the fabric of the building, where necessary, must be agreed and approved in writing by the PCC before commencement.
15. Costs incurred by the PCC due to leaving on gas or electric appliances beyond a User's booking timeslot will be charged to the User and invoiced accordingly.
16. No alcohol can be consumed on Church premises without the prior consent of the PCC. A licence must be obtained from Derby City Council (DCC) for the sale of alcohol. Users must comply with the lawful sale of alcohol and the showing of appropriate identification where necessary.
17. Young people under the age of 18 must be supervised at all times by a responsible adult. CHILDREN UNDER THE AGE OF 3 MUST BE INDIVIDUALLY SUPERVISED AT ALL TIMES to conform to insurance requirements. Users running activities for young people must conform to the latest Safeguarding Regulations and the rules regarding wall heaters – Please refer to the User Guide.
18. Hall Users must allow access by other Church room users to the Hall for use of the (only) on-site disabled toilet/baby changing facility and are responsible for child safety at all times.
19. Users whose use of the Hall comes under our entertainment licence issued by DCC must comply with its conditions and regulations – a copy of which can be examined in our Church Office. A Play Performance Licence (PPL) must also be obtained from the DCC if the paying public are to be admitted. Applications for licences must be made direct to the DCC and made available for inspection by the PCC on request.
20. The Panto Group prepares/uses the stage area in the Hall from October to February. Throughout the year some other Hall users may also want to use the stage for their sessions. To avoid situations where use of the stage by one group may affect another, an arrangement has been developed to allow other users access to the stage during this time. Prior to using the stage, Users must contact the Church Administrator for details of this arrangement.
21. Users affiliated to St Nicholas Church (St Nicks) – who have a representative on its committee nominated by the St Nicks PCC – are protected by St Nicks own insurance policy. Users not affiliated must take out their own insurance, including third party indemnity, to cover the activities they undertake.

22. The PCC endeavours to keep the Church premises in good condition and expects all Users to leave them in the same condition after each use (as defined in the User Guide).
23. Users are responsible for any accident or injury arising out of the activity for which they have booked the church premises. Users must ensure that the Church premises and equipment and any imported equipment are safe (e.g. have PAT certificates or evidence of regular inspection where appropriate) for the purposes for which they intend to use them. Users are also reminded that moving and lifting furniture etc. should be undertaken with care, taking regard to the lifting principles to avoid injury. Groups engaged in specialist activities (e.g. plays) are advised to have people trained in manual handling. Users must actively manage hazards, e.g. temporary wiring and spillages, to avoid accidents. Hazard notices that warn of cables or wet floors are available from the Church Hall cloakroom. Regular hall users should have completed a risk assessment form and provide a copy to the church administrator.
24. Users are required to report to the Church Administrator details of any accident or incident occurring during their occupation of the church premises which did or could give rise to injury as soon as possible after the accident or incident but before the Church premises are vacated by the User. A First Aid briefing document can be provided setting out how this obligation is fulfilled. An accident book is in the Church Hall kitchen and in the Church for use in reporting an accident. Completed forms shall be submitted to the Church Administrator.
25. Users are responsible for ensuring the safety of the members of their group - the Church Hall is equipped with fire alarms, signage and exit points. The procedure to be followed when the fire alarm sounds is clearly displayed on the Church Hall notice board and Users should ensure that they have read and understood that procedure. For other rooms, Users will be provided with Evacuation Procedures and will be required to understand and obey those procedures.
26. The User must provide a mobile phone with a sufficient signal for calls to the emergency services.
27. Vehicle access is restricted to the car park off Allestree Lane. Vehicles are not permitted on any part of the Churchyard, whether grass or tarmac, other than on the tarmac adjacent to the Church Office and Chapel to drop off heavy equipment and/or multiple loads.
28. The Church premises are in a residential area. Excessive noise should be avoided and any approaches by neighbours in relation to excessive noise should be given proper regard and the noise moderated. Co-operation and Community Relations should be key words in these matters. The Church premises must in all circumstances be vacated by 12am midnight unless expressly agreed by the PCC. If Users are parking on surrounding roads, they shall be considerate of resident driveway access. The Church is not liable for parked vehicles or belongings.
29. Users who use any of the facilities within the church complex for the preparation of food are responsible for conforming to the regulations regarding food safety and hygiene (see food safety hygiene poster in kitchen). A food safety briefing can be provided setting out where guidance on food safety is available – please ask. Where the User is offering food (more than tea, bought in-cakes etc.) on at least a monthly basis they will be required to register separately with the government food hygiene agency (www.gov.uk/food-business-registration).

30. Smoking/vaping is prohibited by law in all enclosed premises in the grounds of the Church. As Users of the Church facilities do so under their own supervision, the responsibility for implementation of the smoke-free policy during such use is allocated to the Nominated Representative of each User. Each User shall have a smoke-free policy that must as a minimum reflect this policy (and may simply be this policy), and must allow no exemptions to it and is responsible for the implementation of the policy during the use of the facilities. If anyone smokes outside, cigarette ends are to be disposed of in the designated wall-mounted ash-trays and not on the ground.
31. It should be noted that the Church will not allow an exemption to be sought to permit smoking as a part of a performance. Please note that those who do not comply with the smoke-free law, both the smoker and the Nominated Representative may be liable to a fixed penalty fine and possible criminal prosecution.
32. Users are advised to bring appropriate PPE (e.g. gloves) to ensure they are protected as necessary, for example when undertaking cleaning activities.
33. Users are expected to leave facilities ready for the next group i.e. sweep floors as necessary, clear away any spillages / residues / debris they have generated, and empty bins (other aspects are dealt with by the contract cleaners). Hall Users must not use anything other than water when clearing up spillages on the wooden floor. The floor requires specialist materials to maintain the surface and the Church will ensure that the surface is restored provided the spillage is mopped up as soon as it occurs.
34. The Hall floor is occasionally re-sanded and treated to maintain a high standard. The PCC therefore does not allow the use of uncapped/unprotected Stiletto Heels and otherwise any Metal Shoe Attachments. Use of Bouncy Castles/inflatables greater than 12ftx12ft is not allowed inside any of the Church rooms and any such inflatables must be used with the agreement of the Church administrator and only used in accordance with the hire companies' guidelines and insurance policies. The Church is not liable for any injuries or damage resulting from the use of any inflatables.
35. For Hall Users it is requested that all tables are put away in the Storeroom at the end of the session. (There could be some chairs stacked around the Hall when you start the session, typically around a third to a half of the total number of chairs. This is because the Storeroom cannot hold all the chairs without the stacks of chairs being too high and unsafe.) At the end of the session it is requested about a third of the chairs are stacked around the Hall and the rest put away. If the Hall is required to be totally free of chairs during the session, the User is advised to place some of them in the Lobby, out of the way of the exits and walkways ensuring all fire exit routes are clear.
36. Where permission has been given for a regular user to store their own equipment/possessions in the Church facilities, the Church takes no responsibility for possible damage, theft or deterioration of the said equipment/possessions. Any perishable items must be stored in airtight containers or they may be thrown away.
37. All Users of the Church building shall only be allowed to use the sound system, projector system or organ with explicit permission from the Church Administrator.

38. Users are responsible for their own Safeguarding and regular Users are requested to indicate below whether they have an appropriate Safeguarding policy.

We have a safeguarding policy Yes No
(and can provide a copy to the church on request)

39. Your privacy is important to us, and we will communicate and store your data in a way which is in line with GDPR UK law. We therefore include in the acceptance of these Terms and Conditions your consent to store any essential contact data.

I have read the Terms and Conditions and agree to be bound by them:

Signed..... Hall User/Business Name

Email..... Contact number.....

Name..... Date



12/06/24

Paul Taylor, Warden