# ST PAUL'S ONE-OFF BOOKINGS TERMS AND CONDITIONS 2018



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## **APPLICATION SCOPE**

- I. Completing a booking form indicates the hirer's acceptance of St Paul's general and specific Terms and Conditions, both mentioned in this document or as an addition when applicable to specific items (use of the Kitchen, AV system, late night booking etc.).
- II. Any specific agreement made with a hirer in writing (email/letter) will prevail over the corresponding section of the general T&Cs.
- III. If an update is made to St Paul's Terms and between the booking date and the date of the actual event, the Terms and Conditions valid at the time of the booking will prevail.
- IV. Failure to comply with St Paul's T&Cs, general and specific, will result in an immediate cancellation of the booking, effective from the time of the incident. This might mean that a session could be interrupted and the hirer required to leave the premises immediately, if a major and voluntary breach of the T&C's is discovered (especially, but not limited to, when Health and Safety is compromised).

# **GENERAL TERMS AND CONDITIONS FOR ONE-OFF BOOKINGS**

# 1.Cost of hire:

- 1.1. St Paul's room hire and equipment costs are regularly reviewed and advertised on the website. The costs advertised on the website at the time of the booking will be valid until the event takes place if the booking specifications are unchanged. The booking must include time to set up prior to the event and clearing out after the event.
- 1.2. Any modification to the booking might incur added costs, which will be invoiced at the advertised rate at the time of the modification.
- 1.3. St Paul's will send the hirer an invoice 1 (one) month prior to the event, for full payment within 14 days. Failure to pay without prior agreement with St Paul's will result in the cancellation of the booking.
- 1.4. For private parties hosted by an individual, a deposit of £250 shall be paid over and above the hire charge. The deposit shall be refunded after the event once St Paul's Manager is satisfied that no damage or loss of property has occurred.
- 1.5. Any additional invoice sent to the hirer by St Paul's in order to cover extra costs directly incurred by the hirer's activities and/or guests (see section 3.2) needs to be paid within 14 days following the date of the invoice. Failure to pay will result in all the hirer's future bookings cancelled (including their wider Organisation if applicable).
- 1.6. For major bookings (whole day and/or whole building), a 25% non-refundable deposit will be invoiced at the time of the booking, and the remainder 75% will be invoiced 12 weeks prior to the event for full payment within 14 days.

### 2. Cancellation Policy:

- 2.1. The hirer can cancel their booking up to 14 days prior to the event. Past 14 days, the full amount invoiced is due, unless exceptional circumstances and by prior agreement with St Paul's Manager.
- 2.2. For large events (<3h and <1room), a cancellation fee of 25% of the booking value will be charged if the cancellation is made within 12 weeks of the event taking place, unless exceptional circumstances and by prior agreement with St Paul's Manager. For major events (whole day and/or whole building), this cancellation fee will be invoiced in addition to the non-refundable 25% deposit invoiced at the time of the booking.
- 2.3. St Paul's being an active Congregation, we might be unable to accommodate the hirer's booking on certain dates and times, sometimes at short notice when for example a Funeral is taking place. St Paul's will endeavour in any circumstances to inform the hirer as soon as possible and offer them appropriate alternatives (eg: alternative room, alternative time, time credit to use at the hirer's convenience and depending on St Paul's availabilities). Where the alternative arrangements proposed are unacceptable to the client, St Paul's shall issue a refund to the client in respect of any sums paid in advance in respect of the booking.

# 3. Liabilities, Health and Safety:

### A/Insurance and Liabilities

- 3.A.1. The hirer is responsible for insuring their activity and holding all additional relevant paperwork (Licences, Professional Qualifications if registered activity, specific Health & Safety Policies, First Aid and Food Hygiene Certificates if applicable etc.). St Paul's reserves the right to require a copy of the hirer's documents mentioned above. Failure to produce all the necessary paperwork, or proof of the application to acquire them in a reasonable timeframe, will result in the immediate cancellation of the current and any subsequent bookings until such documents are provided.
- 3.A.2. The hirer is responsible for any person at the premises with the express or implied authority of the client where such person's presence is related to the hirer's booking (including, but not limited to: guests, friends, family members, free or paying attendees to the event, and suppliers).
- 3.A.3. All damages and breakages to St Paul's or the property of St Paul's, including the loss, removal or theft of property, shall be charged to the user at replacement cost.
- 3.A.4. Should any incident happen at St Paul's, and after all the necessary immediate actions have been taken care of, the hirer must notify St Paul's management at the first opportunity by sending an email to <a href="mailto:office@stpaulscambridge.org.uk">office@stpaulscambridge.org.uk</a>, with a description of the incident, the contact details of the victim and witnesses, any action taken, any reference number relating to the incident (emergency services, insurance etc.) and other relevant information.
- 3.A.5. It is good practice for all hirers, but compulsory for any hirer offering sports and physical activity, to produce their own Risk Assessments and procedures, and to send one copy to St Paul's for reference. Please note that hirers should never assume that St Paul's will be staffed at the time of their booking, and therefore any such matters are the hirer's sole responsibility.
- 3.A.6. Any costs and potential loss of income involved as a result of damage caused by the user's failure to comply with these specific provisions shall be borne by the hirer.

# **B/ Safeguarding**

- 3.B.1. Hirers shall be responsible for assessing their activities and for supplying evidence that their personnel are DBS checked, where appropriate, and fully briefed on safeguarding procedures for children, young people and vulnerable adults
- 3.B.2. As a public building, St Paul's displays the national contact details of all Safeguarding agencies on the posters in the foyer.

#### C/First Aid

3.C.1. Hirers shall be responsible for ensuring that a qualified first aider is present and that first aid equipment is available. Any incident justifying the use of a First Aid kit must be recorded and a copy of this record sent to St Paul's Manager.

## D/Fire Safety

- 3.D.1. The hirer shall ensure that all fire and safety regulations are observed while using the building, that fire exits are unlocked and kept clear at all times and that all fire doors remain closed. The hirer shall ensure that they are familiar with the Fire Escape routes and the Fire Assembly Point and communicate this information to their guests at the beginning of the booking.
- 3.D.2.Sitting on the stairs or on the first floor landing is strictly prohibited. No fire equipment shall be tampered with or removed from its place, except in the case of fire. Costs incurred due to misuse of fire equipment shall be charged to the hirer in full.
- 3.D.3. Smoke machines must not be used under any circumstances. Bubbles machines can only be used outdoors.
- 3.D.4. Save as specified in section 3.D.5, under no circumstances the hirer shall use or allow or cause any items to be used on the premises which involve a naked flame such as candles or any other items lit with a naked flame, including, but not limited to: incense sticks, sparklers, gel or gas-powered food heaters etc.
- 3.D.5. The use of candles is strictly restricted to the Main Hall's candleholders and candelabras, by prior agreement with the management and for an additional fee. Tea lights (above waist height and with a protective container at least 5cm higher than the flame) and candlelit centrepieces may be permitted if the hirer is able to demonstrate sufficient Health and Safety measures.
- 3.D.6. There is a strict no smoking policy which applies to the entire site, including the garden
- 3.D.7. Hirers shall be responsible for all personal portable appliances they use on St Paul's premises. Specifically, any electrical item connected directly or indirectly to the mains need to be PAT tested
- 3.D.8. In case of a Fire Emergency, the hirer is responsible for the safe evacuation of their group and to report their numbers to the person in charge.

Please note that the Fire Alarm is not connected to the emergency service: If the building is not staffed at the time of the incident, the person discovering the Fire is responsible for raising the alarm, get to the Fire Assembly point and contacting the Emergency Services on 999.

# 4. Use of the building

### 4.1. Access times and controls:

- 4.1.1. The hirer shall enter the building for the purpose of their booking only at times agreed with St Paul's Manager (including preparation visits).
- 4.1.2. The hirer needs to book time prior to and after the booking for setting up and clearing up. Any time that the hirer spends on the premises in excess of their booking time shall be subject to the full hourly rate.

- 4.1.3. The hirer shall not arrange for any deliveries to be made for them at St Paul's outside of their booking times without prior arrangement with St Paul's Manager. St Paul's reserves the right to refuse such deliveries.
- 4.1.4. Exceptionally, St Paul's Manager will allow the hirer to access the building independently and give them a key to the premises. In such circumstances, the hirer is considered a Temporary Keyholder and therefore will be the responsible person for the building in the absence of St Paul's staff (specific T&Cs apply).
- 4.1.5. St Paul's is not staffed at all opening times of the building. Any booking will therefore need to be self-contained and not need any input from St Paul's staff. This includes their Risk Assessments and policies, which should not rely on St Paul's being staffed at any particular moment.
- 4.1.6. St Paul's will usually accept bookings between 9am-11pm, with exceptions for earlier/later bookings.
- 4.1.7. For bookings finishing after 6pm, the hirer shall ensure that only their attendees can access the building. The door must be kept on electronic or manual lock at all times, and in no circumstances the closing mechanism of the door shall be tempered with (including, but not limited to: propped open, de-activation of the code, put on the hook, etc.).
- 4.1.8. For bookings finishing after 6pm, the last user to leave might have to secure the building. The manager will let them know if it is their responsibility to do so.

### 4.2. Caretaking

4.2.1. The use of St Paul's chairs and tables is free of charge but needs to be booked. The hirer is responsible for setting up the equipment as they wish and returning everything in their original place before they leave.

Setting up/clearing up can be arranged for the client at an additional cost (generally half the hourly rate per room for basic layouts). Such arrangements need to be made clear at the time of the booking.

- 4.2.2. The booking times include the setting up and clearing up. The hirer will not have access to the room before the beginning of their booking time as indicated on the booking form and on St Paul's online calendar, and they will have to vacate the room at the finish time indicated on the booking form and on St Paul's online calendar.
- 4.2.3. The hirer is responsible for leaving the room and equipment provided in a clean and tidy state. St Paul's provides cleaning equipment available in every room, ensuring that a reasonable level of cleaning is possible after every booking. Please notify St Paul's staff if any cleaning equipment is missing. Any additional cleaning to be done as a result of a booking will be charged to the hirer at a rate of £20 per hour.
- 4.2.4. Any damage to the equipment found after the hirer's booking, will be subject to full invoice of the repair/replacement on to the hirer's account.

### 4.3. Kitchen and crockery

- 4.3.1. The Lower Hall kitchen, the Upper Hall kitchenette and the Main Hall kitchenette may be used for refreshments free of charge, provided that the hirer bring their own tea/coffee/sugar/milk, and leave the premises as tidy and clean as they found it (dishes done and back in the cupboards, worktops clean).
- 4.3.2. The use of any cooking facility other than the water boilers and microwaves are strictly limited to prior agreement. St Paul's reserves the right to request a copy of the Hygiene Certificates of the designated cooks. A separate First Aid officer must also be identified.
- 4.3.3. The use of St Paul's mugs and tea spoons are free of charge, as long as the hirer washes them and returns them where they found them. Any other use of St Paul's crockery (food provided as part of the event, cooking class etc.) is dependent on prior agreement and will be subject to inspection. The hirer will be invoiced for any missing or broken item.

<u>Please refer to Appendix A of the present document for specific terms and conditions relative to the use of the kitchen for cooking.</u>

### 4.4. AV system, Music and sound levels

- 4.4.1. Both the AV systems (Main Hall and mobile trolley), and the Grand Piano in the Main Hall are subject to an additional charge and are kept locked. It is the hirer's responsibility to leave them in the same condition as they found them and to report any problem to management. If you have booked the AV system for the Main Hall, you will need to speak to the Office team re accessing the key to the AV cupboard. Full instructions of how to use the AV system are stored in the cupboard.
- 4.4.2. In order to minimise or eliminate noise nuisance, ALL music in the Main Hall shall cease at 11 pm. Centre staff shall ensure compliance with this condition and have the authority to terminate any event in danger of contravening this provision. Late night events can be booked in the Upper Hall only, under specific Terms and Conditions.
- 4.4.3. St Paul's being in a residential area, the music levels need to be kept reasonably quiet, especially at night and when services are held in the Chapel. For reference, the maximum sound level allowed should not be above 85dB in the daytime, and 75dB at night (Main Hall and Upper Hall). Decibel meters are provided in the AV cupboard.
- 4.4.4. All bookings involving recorded or live music or performances, or any material under Copyright must be subject to a Licence Application or Temporary Events Notice (T.E.N.).

### 4.5. Alcohol and Licensed products Consumption and Sale

4.5.1 Alcohol may be consumed on the premises at private parties. Hirers wishing to organise an event at which alcohol is to be sold shall be responsible for obtaining a Temporary Event Notice (T.E.N.) from Cambridge City Council under the provisions of the Licensing Act. The application form is available online from the city council website. Applications must be submitted a minimum of 10 working days prior to the event

### 4.6. Living together

- 4.6.1 St Paul's is happy to welcome a wide range of groups and activities across the community, and to be an open and creative space encouraging people to meet, explore, share and grow together, but also a peaceful and safe environment to gather themselves. Therefore, all our hirers are expected to be considerate of others when using the building, as other users might be around and need peace and tranquillity (especially, but not limited to: yoga classes, counselling session, Chapel services, Clergy meetings etc.). As these activities are not always advertised, it is everyone's responsibility to behave in a way that would not be disruptive to these at all times.
- 4.6.2 Above all, St Paul's is a place of tolerance and respect. We endeavour to offer a safe space where everyone feels free to be themselves. Therefore, all interaction and communication within St Paul's, from St Paul's or addressed to St Paul's must display these qualities. Please feel free to contact the Manager or our Safeguarding officer (updated contact available on the posters in the foyer or on the website) to report any situation that may have caused anyone discomfort. Any issues raised against a hirer will be discussed with them confidentially to reach an understanding. If this is not successful, their business with St Paul's might be cancelled (please refer to section 6.5 for more detail).

# 5. Values

- 5.1. St Paul's acceptance of a booking is dependent on the hirer's activities' compatibility with St Paul's values and principles as a member of the Church of England. As such, St Paul's reserve the right to decline any booking application that would not fit within these parameters.
- 5.2. Any attempt to conceal or mislead that judgement by the hirer's description of their activity will render the booking void immediately and cancel all the subsequent hirer's bookings, for themselves and their organisation. *If you are unsure about any part or totality of this statement, we will be happy to provide guidance and potentially refer you to our partner organisations which might provide a better environment for your activity.* All sums invoiced until this point will remain due for payment.

# **APPENDIX A**

# Use of the kitchen: preparing and cooking food

- Anyone cooking food must be familiar with the contents of the "Safer Food Better Business Manual", a copy of which is available at St Paul's
- On any occasion when St Paul's kitchen is used to prepare and/or cook food, an entry will be made in the SFBB diary by the person in charge. This will include the temperature of the food. The same designated person shall be responsible for carrying out the opening and closing checks specified in the SFBB manual.
- The number of people in the kitchen at any one time shall be kept to an absolute minimum.
- Children are not allowed in the kitchen while food is being prepared.

In particular, all individuals involved in food preparation in the kitchen shall:

- hang up outdoor clothing outside the kitchen
- wear clean clothes together with protective clothing (aprons) and tie back long hair.
- use the appropriate colour-coded chopping boards as illustrated in the chart on the kitchen wall.
- wash their hands before handling any kind of food, having established that there is an adequate supply of soap and paper towels.
- use blue coloured sticking plasters, available in the kitchen, for any cuts or sores.
- · avoid touching face or nose or coughing and sneezing
- use new or freshly cleaned cloths to wipe work surfaces and throw away used cloths at the end of the event
- leave the kitchen in a clean and tidy state
- make sure that all surfaces are washed and disinfected, all utensils, crockery and cutlery have been washed, the appropriate items have been placed in the recycle bins outside St Paul's and that rubbish containers in the kitchen have been emptied into the outside bins.

Please feel free to contact us should you have any queries or questions, on office@stpaulscambridge.org.uk.

St Paul's

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