

St Martin's Church, Cambridge - Room Booking Application Terms & Conditions for Room Bookings at St Martin's & St Thomas's

1. Defined Terms

- **a. St Martin's and St Thomas's** the Parish of St Martin's, Cambridge, represented by St Martin's Parochial Church Council, a registered charity (No. 1131522) and part of the Ely Diocese in the Church of England.
- **b. Hirer** the individual or individual representing a group requesting use of a room or rooms at either St Martin's or St Thomas's. Hirers must be aged 18 or over.
- **c. Booking** a confirmed booking for using Premises at St Martin's and St Thomas's. A Booking can be for a One-off (single) Event or a Recurring Event, e.g. every Monday for 6 weeks.
- d. **Event** the activity that the booking was made to accommodate, e.g. a meeting, party, etc. It is assumed to run for the full duration of time specified in the Booking.
- e. **Premises** the set of rooms or other areas at St Martin's and St Thomas's covered by the Booking. Note that the Premises is comprised of two geographically separated sites (St Martin's Church/Centre, Suez Road and St Thomas's Hall, Ancaster Way).
- f. **Responsible Person** the person appointed by the Hirer to be present for and responsible for supervising all activities during the Event.

2. General

- a. St Martin's and St Thomas's actively welcomes and encourages use of its Premises and facilities for social and community purposes by individuals, church or community groups from both inside and outside the parish boundaries.
- b. Both St Martin's and St Thomas's Premises incorporate Christian (Anglican) places of worship. Potential users are requested and reminded to consider and respect the sensitivity and ethos of these church Premises when making a Booking and to understand that Booking requests for particular activities or events that are not considered appropriate by St Martin's and St Thomas's may be declined.
- c. A Booking may not be assigned or sub-let.

3. Making a Booking

- a. All Bookings must be made in writing at least **14 days before** a planned Event or at least **14 days before** the first occurrence of a Recurring Event.
- b. The Hirer must complete the form "St Martin's & St Thomas's Room Booking Application" (the Booking Form) available from the Parish Office, or downloadable from the St Martin's and St Thomas's website.
- c. The completed Booking Form should be sent to the Parish Office.
- d. A Booking is not valid or secure until it has been confirmed by St Martin's and St Thomas's.
- e. For a Booking to be valid and secure:
 - i. The Booking Form must be completed and signed by the Hirer. The details of the Responsible Person must be provided.
 - ii. Any deposit must be paid
- iii. Payment of the Booking fee must be made (or payment terms for Recurring Events have been agreed) St Martin's and St Thomas's premises are administered by St Martin's Parochial Church Council, a registered charity (No. 1131522) and part of the Ely Diocese in the Church of England. V5.0 approved by Standing Committee 27th July 2021

- iv. The Premises requested must be available for use at the times detailed in the Booking Form .

 Note: Saturday evening and all day Sundays are normally reserved for St Martin's and St Thomas's use.
- v. The Booking must have been confirmed in writing (or by email) by the Parish Office, or another appropriate representative of St Martin's and St Thomas's.
- f. St Martins and St Thomas's reserve the right to refuse a Booking.

4. Cancelling a booking

- a. Bookings can be cancelled by the Hirer it is requested that as much notice as possible is given. If a Booking is cancelled by the Hirer within 48 hours of the start time of the Booking payment will not normally be refunded. Any deposits will be refunded in full.
- b. Bookings can be cancelled by St Martin's or St Thomas's for any reason at any time up to the start time of the Event (or any one Event for a Recurring Event). All reasonable attempts will be made to provide as much notice as possible, but this may not always be possible (some church events may need to use the Premises at very short notice, e.g. a funeral). In this event all payments and deposits will be refunded.

5. Payments and Deposits

- a. Charges for each room/space or room/space combination are detailed in **Appendix A** Charges for Renting rooms at St Martin's and St Thomas's.
- b. Charges are set by St Martin's and St Thomas's. They are consistent with covering costs and providing a modest contribution towards maintenance. Charges will be reviewed from periodically.
- c. The charge for a Booking will be based on the Premises requested and the duration of the Event or Events. All durations will be rounded up to the nearest full hour for calculating applicable charges. Recurring Events will be charged based on the charge for a single instance of the Event multiplied by the number of times the Event recurs. Reduced charges may be applied to Recurring Events at the discretion of St Martin's and St Thomas's.
- d. Bookings for combinations of rooms or situations not covered by the choices on the Booking Form should be discussed with St Martin's and St Thomas's prior to making a Booking. All reasonable requests will be considered and a suitable Booking charge calculated. Additional charges may be made in some cases.
- e. St Martin's and St Thomas's may at its discretion offer reduced rates to some individuals or groups using the premises.
- f. Payment for all one-off Events must be made at the time of making the Booking. Payment arrangements for Recurring Events must be agreed with St Martin's and St Thomas's prior to the first Event taking place.
- g. A deposit of £100 or 25% of the Booking charge, whichever is higher, will be taken when making a Booking. This is to cover breakages, damage and other costs.
- h. St Martin's and St Thomas's reserve the right to pursue additional payments if the deposit amount does not cover all breakages, or damages that have occurred as a result of the hire.

6. Insurance

- a. St Martin's and St Thomas's does not provide any insurance cover for any Event held on its Premises and cannot be held liable for any costs, damages or injuries.
- b. Hirers for public events: are required to take out appropriate insurance to cover any Booking and must provide written evidence of cover at least 1 week prior to the Event (or first Event for a Recurring Event). St Martin's and St Thomas's premises are administered by St Martin's Parochial Church Council, a registered charity (No. 1131522) and part of the Ely Diocese in the Church of England. V5.0 approved by Standing Committee 27th July 2021

c. Hirers for private events: it is recommended that as part of the risk assessment consideration is given to whether specific insurance cover is required.

7. Safeguarding

- a. **Private bookings:** Children must be supervised at all times by their parents or by an adult known to and agreed by their parents.
- b. **Children:** Those organisations hiring the Premises for use with groups including children under 18 years old must EITHER have a Child Protection Policy compliant with current legislation and guidance (the policy document must be provided to St Martin's and St Thomas Staff **prior to the Event**), OR the St Martin's policy must be adopted see **Appendix A**.
- i. Vulnerable Adults: Those organisations hiring the Premises for use with groups including vulnerable adults (as defined in law) must EITHER have a Safeguarding Policy compliant with current legislation and guidance (the policy document must be provided to St Martin's and St Thomas Staff prior to the Event) OR the St Martin's policy must be adopted See Appendix A.

8. Before Booking

- a. It is the responsibility of the Hirer to satisfy themselves that the Premises are suitable and safe for the Event planned. The safety of all participants, the public and the Premises during an Event must be considered, including the presence of a suitably qualified First Aider if necessary. The Premises can normally be inspected by arrangement prior to a Booking being made.
- b. Shortly before an Event is due to take place, the Responsible Person will be contacted with information about access arrangements and how or to whom the key should be returned after the Event.
- c. Any advertising material must be submitted to St Martin's and St Thomas's for approval before commencing advertising. All such material must clearly display the name of the person or organisation responsible for the Event and make clear the Event is not run by St Martin's and St Thomas's.
- d. The Hirer must comply with any legal requirement concerning the Event, e.g. music copyright and performing rights legislation. The Hirer shall be fully responsible for applying for and obtaining any such licences or any other permission required. Any such application must not be made without the prior approval of St Martin's and St Thomas's.
- e. The Hirer must ensure that where sub-contractors, or other groups/organisations, are engaged to provide a service at an Event that those sub-contractors, or other groups/organisations, have adequate Public Liability Insurance to cover the Event.

9. During an Event

- a. The Responsible Person must be present at the Premises for the entire duration of the Event.
- b. The Premises must not be used for any purpose other than that specified in the Booking. Only the rooms/ spaces specified in the Booking may be used for the Event.
- c. The Premises can only be used from the start time requested and up to the end time requested. The Premises must be available for use by another group immediately after the finishing time of any booking.
- d. The Premises must not be left unattended and unlocked at any time during an Event. Any keys provided shall not be copied nor given or lent to any third party.
- e. People arriving at and leaving an Event must avoid undue noise, park carefully and not cause a nuisance or disturbance.
- f. Noise (particularly loud music) must be kept to a reasonable level during an Event, particularly during the evening and at night.

- g. Goods must not be sold in the Premises without written consent by St Martin's and St Thomas's.
- h. Smoking and the use of e-cigarettes is not allowed anywhere on the Premises this includes the gardens, forecourts or parking areas.
- i. All Fire Exits are clearly marked. It is the responsibility of the Responsible Person to familiarise themselves with the positions of the Fire Exits and to formulate an evacuation plan. All Fire Exits must be kept clear during an Event. Care must be taken that cars do not to obstruct an exit.
- j. In the event of a Fire or other emergency, it is the responsibility of the Responsible Person to:
 - i. Notify the emergency services
 - ii. Ensure that all individuals have vacated the building(s) and are accounted for
- k. All Electrical equipment brought onto the Premises for use must have a valid Portable Appliance Test (PAT) certificate. This must be available for inspection if requested.
- I. First Aid kits are provided for use at both St Martin's and St Thomas's. The Responsible Person should familiarise themselves with the location of the relevant First Aid kit. If a First Aid Kit is used or any other accident occurs that involves personal injury, then the Parish Office, or other member of St Martin's and St Thomas's staff should be informed both of any First Aid items used and the full details of the incident.
- m. It is the responsibility of the Responsible Person to ensure that any persons using the kitchens are aware of the requirements of the relevant food safety acts, regulations & codes of practice.
- n. Where use of a kitchen is included in the Booking:
 - i. The large freezer at St Martin's must not be used, or interfered with, by the Hirer.
 - ii. Fridges may be used for the temporary storage of food items during an Event, but no food items already in the fridges should be removed by the Hirer.
 - iii. Use of the dishwashers is not permitted unless by prior written agreement.
 - iv. Other appliances, equipment, cutlery, crockery, pans and utensils may be used by the Hirer, but must be washed, dried and replaced in their original positions after use.
- o. No animals are permitted in the Premises except for assistance dogs.
- p. St Martin's vicarage and the vicarage garden are private property and should not be entered during an Event. Hirers are asked to respect the privacy of the occupants and not impede access to and from the vicarage during an Event.
- q. No banners or other promotional material of any kind can be displayed without written permission by St Martin's and St Thomas's.
- r. No existing symbols or banners, either inside or outside the Premises, can be deliberately moved or obscured during an Event.
- s. No activities interpreted as gambling by St Martin's and St Thomas's may take place during any Event.
- t. St Martin's and St Thomas's reserve the right for a representative of St Martin's and St Thomas's to enter any part of the Premises at any time during an Event.
- u. St Martin's and St Thomas's reserve the right to terminate an Event and request immediate vacation of the Premises if any conditions of hire are breached during an Event.

10. After the Booking

- a. The Premises must be left in a clean and tidy condition. If cleaning is necessary, the Hirer can use the cleaning materials and equipment available on the Premises, doing so responsibly and reasonably.
- b. Rubbish arising during the hire must be removed from the Premises after the Event. No rubbish is to be placed in any bins belonging to St Martin's. At St Thomas', if the bins there are full you must take your rubbish away from the Premises. Do not leave any rubbish next to the bins or in the Premises.
- c. All furniture and equipment must be replaced in their original positions.
- d. All lights and heating must be turned off unless instructed otherwise.
- e. All windows and doors (including emergency exits) must be closed and all external doors must be locked.
- f. The key must be returned to the location or person stipulated.
- g. Any damage or breakages must be reported immediately to the Parish Office or St Martin's and St Thomas's staff.
- h. The Premises will be inspected by St Martin's and St Thomas's and, if necessary, part or all, of the Deposit may be retained as payment for cleaning, repairs or the purchase of replacement items. Otherwise, the Deposit will be returned to the Hirer.
- i. St Martin's and St Thomas's reserve the right to decline further new Bookings or to cancel further Events already booked if sufficiently serious breaches of any hire conditions have occurred.

11. Conditions specific to St Martin's

- a. No Alcohol may be *sold* on the Premises during any Event.
- b. Alcohol may only be served during an Event if permission has been granted in writing at the time of making the Booking.

12. Conditions specific to St Thomas'

- a. No alcohol may be sold, served or consumed on the Premises during any Event.
- b. It is requested that cars be parked in St Thomas's Hall car park where possible.

13. Conditions specific to COVID19

- a. The government guidelines in force at the time of the event must be followed. Please check regularly, preferably every time you meet. https://www.gov.uk/coronavirus
- b. You undertake to comply with the actions identified in the Risk Assessment.
- c. If anyone attending your event has symptoms of COVID, or develops symptoms within 7 days of visiting the Premises, you **must** notify the church office (tel: 01223 519291) or the churchwarden (tel: 01223 240593).
- d. You are responsible for cleaning regularly used surfaces before, during and after use. Items to be cleaned include; chairs, tables, door, cupboard and toilet handles, sinks, taps, light switches, window catches, doorbell, and anything used in the kitchens.
- e. You are asked to keep a record of the name and contact telephone number, or emails, of all those who attend your event for a period of 3 weeks after the event and provide the record to NHS Track and trace if required.

APPENDIX 1: SAFEGUARDING PROVISIONS

The Parochial Church Council of St Martin's Parish Church has Policies for Safeguarding Children, Young People and Vulnerable Adults. Copies of these are available on the St Martin's Church website. Your booking agreement is conditional upon you complying with these Policies unless you already have an equivalent policy of your own.

You are required to ensure that, children, young people and vulnerable adults are protected at all times by taking all reasonable steps to prevent injury, illness, loss or damage occurring; and that you carry full liability insurance for your activities.

In particular this means that:

- you will comply with, and adopt, the St Martin's guidelines and policies for children and young people or vulnerable adults unless you already have an equivalent;
- you will provide the church with a copy of your organisation's Safeguarding Policy if you already have one
- you will recruit safely all current paid and voluntary workers who work with children and/or vulnerable adults, by
 obtaining satisfactory disclosures from the Disclosure and Barring Service where eligible, and keep records of
 dates and disclosure numbers indefinitely;
- you will keep a list of the names of all paid and voluntary workers with regular and direct contact with children/vulnerable adults, and update it annually;
- you will always have at least two leaders over the age of 18 years in any group of children and young people, no matter how small the group;
- no person under the age of 18 years will be left in charge of any children or young people of any age;
- no child or group of children or young people should be left unattended at any time;
- a register of children, young people or vulnerable adults attending the activity will be kept securely. This will include details of their name, contact details of parent/guardian/carer etc., date of birth and next of kin;
- you will immediately (within 24 hours) inform the Parish Safeguarding Officer of:
 - (a) the occurrence of any incidents or allegations of abuse or causes of concern relating to members or leaders of your organisation, and contact details for the person in your organisation who is dealing with these;
 - (b) any known offenders against children or vulnerable adults seeking to join your membership, and manage such allegations or agreements with offenders in co-operation with statutory agencies, and with the church.

The Parish Safeguarding Officers for St Martin's Church are:

Name:	Anne Kelly	Name:	Hazel Trocian	
E-mail:	safeguarding@stm.org.uk	Email:	safeguarding@stm.org.uk	
Tel. No:	office 01223 519291	Tel. No:	office 01223 519291	
Declaration				
I agree to abide by appropriate safeguarding procedures. I understand that my booking agreement may be terminated in the event of my failing to comply with these procedures.				
Signed		De	Designation/Title	
Organisation			ate	
Please sign two copies, one to be retained by the church, and one by the organisation				
Adapted from Key Roles and Responsibilities of Church Office Holders and Bodies Practice Guidance v2 12/2018				

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