

TERMS AND CONDITIONS OF HIRE

We are pleased to offer our facilities for hire. The following Terms and Conditions of Hire have been developed to ensure your booking runs smoothly with minimal disruption. Please read these Terms and Conditions of Hire in full together with any specific requirements for individual facilities. By making a payment to St. Andrew's Presbyterian Church, Henderson, you will be deemed to have accepted these Terms and Conditions of Hire.

Please retain a copy of these Terms and Conditions of Hire for your reference ensuring that you are aware of the responsibilities of hire. Your booking is not confirmed until you have paid the required non-refundable deposit as stated on your quote.

This Agreement is between St Andrew's Presbyterian Church (The Church) and The Hirer. "The Hirer" means the organisation or individual booking the church rooms (the facility) at 7 Tara Road, Henderson.

Parties to the Hire

The space reserved in this agreement is let by the Parish Council of St Andrew's Presbyterian Church, Henderson to the hirer named in the quote/agreement.

Payment

Unless otherwise agreed in writing on invoice by the Parish Council, a non-refundable deposit is required at the time of booking. Payment of any balance of the hire fee shall be due upon presentation of invoice and be payable 5 days in advance of the booking. Should payment not be received in full by the specified date, the Session reserves the right to cancel the booking.

Cancellation

In the event of cancellation by the hirer, the Church will retain:

- a) The non-refundable deposit (if cancellation is made prior to the commencement of the booking); or
- b) Fees for hireage that has already been incurred (if cancellation occurs part-way through the booking).

However:

- c) Any payments for bookings cancelled due to a change in COVID19-related levels preventing the booking from going ahead will be reimbursed in full.

Safety

- a) All electrical equipment, displays, staging and other similar items utilised by the hirer shall conform to all relevant regulations and safety standards.
- b) All cables crossing floor areas to which persons have access shall be taped throughout their length. Cables will not be laid across exit doors or evacuation routes.
- c) All doors and corridors within and providing safe means of exit from the hired area shall be kept clear and fire exit signs will be visible at all times.

Care and Use of Church Property

- a) Use by the hirer of any item of church equipment other than chairs and tables shall be subject to approval in advance by the Wardens and Session.
- b) The full cost of repairing or replacing any Church property as a result of damage, breakage or removal will be made good by the hirer whether this was caused directly by the hirer or otherwise.
- c) Promptly upon completion of the hire all equipment and other items supplied by the hirer shall be removed from the premises, all items belonging to the Church shall be restored to their original locations, and all parts of the premises occupied by the hirer shall be left in a clean and tidy condition. The bookings

officer, or any Elder of the Church may inspect the facility following hireage.

COVID-19

All bookings must be conducted safely. In line with government advice, the following requirements apply:

- a) All users of the Church building are required to present a **vaccination pass** to enter the building. For extenuating circumstances we will accept unvaccinated attendees with proof of a negative COVID test within 48 hours prior to attending Church but this must be discussed with the booking officer first.
- b) Prior to each booking (or each event if there are multiple bookings), the hirer must sign a copy of each attendees vaccination pass and confirm back to the booking officer in writing when they have done so.
- c) To enable quick contact tracing in the event of transmission, the hirer must ensure that all event attendees are scanning the Church QR code on entry.
- d) To help minimise catching and spreading disease we also kindly ask that face coverings are worn indoors;
- e) hands are sanitised; and
- f) the venue is wiped down after use.

No smoking premises

The hirer acknowledges that all parts of the premises are subject to legislation prohibiting smoking in enclosed spaces, and will take all reasonable steps to ensure compliance with this legislation. Further, the hirer hereby agrees to indemnify the Wardens and Session against any fine or penalty which may be imposed as a result of the hire of the premises.

Food Safety

It is the responsibility of the hirer to be familiar with and abide by relevant food safety regulations as set down by the Ministry for Primary Industries.

Noise

The level of noise produced during the hire shall be kept to a reasonable volume.

Liquor

The church buildings and grounds are alcohol free. Exceptions may be permitted in certain circumstances at the discretion of the Booking Officer and provided the hirer has met requirements under the Sale and Supply of Alcohol Act 2012.

Children and Young People

In respect of any hire involving work with children or young people, the hirer confirms that they are familiar with the Ministry of Business, Innovation & Employment guidelines, and that they have an understanding of it and undertake to follow the code of practice contained therein to work with children and young people under the age of 16 years. The hirer will be required to sign a declaration to this effect and undertaking to follow the Code of Practice.

Liability

The Wardens and Session shall not be liable for any claim for personal injuries to the hirer, any person employed by the hirer, or any member of the public, including any member of any organisation represented by the hirer, attending the event for which the booking is made, nor for any loss or damage of any kind which may arise in consequence of any activities or operations carried on by the hirer within or adjacent to the premises hired, nor for any claim, proceedings or expenses in respect thereof, except any claims which may arise through the negligence of the Wardens and Session solely as the owners of the premises. It shall be the responsibility of the hirer to effect such insurance as they think fit in respect of their use of the premises, and the hirer hereby agrees to indemnify the Wardens and Session against any claim in respect of personal injury or damage to property arising from the hire of the premises.

Additional Terms

The Wardens and Session may at their discretion notify additional terms and conditions to the hirer.

Health and safety

- a) Fire/emergency exit doors must be kept clear from obstruction at all times.
- b) The Hirer is responsible for the provision of first aid facilities during the hire period.
- c) The Hirer is responsible for maintaining good order and behaviour in all parts of the premises and grounds in use and will not cause, suffer or permit disorderly conduct or nuisance to arise.
- d) The Hirer will comply with all laws, regulations, bylaws and rules applicable to the operation of the event and the use of the venue, including taking all practicable steps to ensure that the provisions of the Health and Safety Employment Act 1992 are met at all times.
- e) The Hirer needs to be able to provide first aid assistance to anyone injured during the term of the hireage and this will be the responsibility of the Hirer.
- f) The Hirer will be responsible for the behaviour of event participants and for ensuring that activities and persons present adhere to the rules of the Session.
- g) The Hirer will be responsible for ensuring that the church facilities are kept secure at all times.
- h) The Hirer will read and understand the fire and emergency evacuation procedures as posted inside the church facilities.
- i) Smoking is not permitted on the premises
- j) A Fire Warden must be nominated to act in the event of fire.

Security

- a) You must ensure that all heating and lighting is turned off before you leave. An additional charge may be made if any is left on.

- b) You will be provided with the necessary key/s. These must be returned the next day or as agreed with the Booking Officer.
- c) It is your responsibility to check that all outer doors and windows are securely locked when you leave.
- d) If the Council is required to call a security guard for any reason you will be billed for any costs incurred.

Cleaning and rubbish

- a) Please ensure that ALL RUBBISH is removed from the premises and the outside surrounding area.
- b) The total area must be left clean and tidy at the end of booked times. Floors must be mopped and carpets vacuumed if necessary. The Session supplies no cleaning equipment.
- c) You must remove all personal equipment and belongings immediately after the function, unless prior approval has been given, within the period of hire.

Cancellations

The Session reserves the right to cancel any bookings if

- a) The Church and buildings are required for a funeral and associated activities.
- b) The Church and buildings are required for any purposes of urgent maintenance, national or civic nature. In that event all fees will be refunded in full and the event will be rescheduled.
- c) In the event a booking is cancelled due to one of the above, hire payments received will be repaid in full.

Car Park

St Andrew's has an unusual car parking layout. The diagram below explains the way it is designed to work. We suggest you study it and consider appointing a car parking marshal to avoid confusion amongst your guests.

Fill parks 1 – 7 before 8 – 11 (all face away from church). This is easiest done in numerical order as shown here. D1 & D2 are for people with restricted mobility.

