



If the Hirer is in doubt as to the meaning of any of the following expressions please consult the Administrative Manager immediately.

Definitions

Term	Definition
Booking Form	The form signed by the Hirer and attached to these Terms and Conditions.
Safeguarding Policy	The procedures and guidelines set out in the Safeguarding Policy of All Saints Ilkley, the current edition of which is available for inspection in the Church Office by appointment with the Administrative Manager. Alternatively, this document can be viewed on our webpage: www.allsaintsilkeley.org .
Church	The Church building and the Side Chapel with access through the main porch and through the Link Building.
Link Building	The Link Building, connecting the Church and Church House, which includes the Kitchen area and downstairs toilets. This also includes the rear entrance and staircase leading up from Castle Yard and the area in front of the Link Building from the Church Street side.
Church House	The hall area with access through the Link Building.
Side Vestry	The room which is behind the Side Chapel with access through the east door facing towards New Brook Street.
Churchyard	The lawned area surrounding the Church and the footpaths within it.
Church Office	The office maintained by the PCC at Church.
DBS certificate (formerly CRB check)	A certificate issued by the Disclosure and Barring Service (DBS) following an application to DBS for a check to be made.
Health and Safety Policy	The Health and Safety Policy of the PCC the current edition of which is available for inspection in the Church Office by appointment with the Administrative Manager.



Term	Definition
Hirer	The Hirer being an individual over the age of 18 who has signed the Booking Form or where the Hirer is an organisation, an authorised representative over the age of 18 who has signed the Booking Form.
Administrative Manager	The Administrative Manager as employed by the PCC.
PCC	The Parochial Church Council of All Saints Parish Church, Ilkley.
Premises	The Church, Church House, Link Building and Side Vestry as specified on the Booking Form.
Permitted Period	The Permitted Periods specified in the Booking Form.
Specified Use	The Use specified in the Booking Form but excluding: <ul style="list-style-type: none">• The consumption and/or sale of drugs;• The sale of alcohol;• Gambling or lotteries (other than raffles or lotteries for other than money prizes);• Fortune telling;• Halloween parties or any other occult practice; and• Any activity, which is not consistent with the aims and practices of the Church of England.
Exceptional Circumstances	An event arising which may result in the building being unsafe or unusable.



1 Limitations as to use

- 1.1 The Premises may be used for the Specified Use only.
- 1.2 The maximum number of persons allowed to use the facilities are as follows
Church: 350
Church House: 100
- 1.3 The Hirer shall not use or prepare the Premises outside the Permitted Period.
- 1.4 Sub-letting or assignment of the Premises by the Hirer is not permitted.
- 1.5 The kitchen in the Link Building is not licensed by the environmental health authorities and must not be used for cooking i.e. preparing dishes from their ingredients.
- 1.6 The Churchyard may not be used, except for access. Please respect the area and use the paths.
- 1.7 No naked flames (including barbecues) are permitted on the Premises or anywhere in the Churchyard.
- 1.8 Smoking in the Premises is not permitted.
- 1.9 No posters or other notices are to be displayed anywhere within the Churchyard or on the Premises without the prior approval from the PCC or the Administrative Manager.
- 1.10 Nothing is to be attached to the walls, ceilings or movable partitions. The use of drawing pins, adhesive tape, Blu-Tac or the like is forbidden.
- 1.11 Any musical instruments or other equipment within the Premises shall not be used unless otherwise agreed with the Administrative Manager.

2 Hirer's liabilities

- 2.1 The PCC accepts no responsibility for injury, accident or death to any person or for damage, loss or theft of any property belonging to the Hirer or to other persons attending the Premises during the Permitted Period.
- 2.2 The Hirer shall indemnify the PCC for the cost of repair of any damage done to any part of the Premises including the grounds thereof or the contents of the buildings which may occur during the Permitted Period as a result of the hiring and the Hirer must report any such damage and breakages to the Administrative Manager as soon as practicable.
- 2.3 The Hirer shall be responsible for making arrangements to insure against any third party claims, which may lie against the Hirer (or the organisation if acting as a representative) whilst using the Premises.
- 2.4 The PCC has been advised to draw to the attention of Hirers that whilst the Premises are insured by Ecclesiastical Insurance, this cover does not extend to personal injury or loss of personal effects howsoever caused by anyone hiring any part of the Premises or attending any function or event in or at the Premises.



3 Accidents and dangerous occurrences

- 3.1 The Hirer must report all accidents involving injury to the public to the Administrative Manager as soon as possible. Any failure of equipment either that belonging to the Premises or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Administrative Manager may give assistance in completing this form.

4 Good behaviour

- 4.1 The Hirer shall be responsible for maintaining good order during the Permitted Period and for ensuring that no nuisance is caused to users of other parts of the Premises, or to residents in the vicinity of the Premises.

5 Deposit

- 5.1 If required The Hirer shall pay the agreed hire and damage deposit at the time of booking. In the absence of payment on these terms, the booking may be cancelled.

6 Health & safety

- 6.1 The Hirer (or another adult, nominated by the Hirer, whose name, address and contact details must have been communicated to the Administrative Manager before the date of hiring) shall be present during the Permitted Period.
- 6.2 The Hirer (or other adult as nominated under the preceding paragraph) shall abide by the PCC's Health and Safety Policy and Fire Evacuation Policy as attached to the booking form and these terms and conditions, and comply with all conditions and regulations made in respect of the Premises by the Fire Authority and Local Authority.
- 6.3 Without limitation, the Hirer acknowledges that they have received instructions in the following matters:
- The action to be taken in event of fire; this includes calling the Fire Brigade and evacuating the Premises;
 - The location and use of fire equipment;
 - Escape routes and the need to keep them clear; and
 - Method of operation of escape door fastenings.
- 6.4 In advance of use the Hirer shall check the following items:
- That all fire exits are unlocked and panic bolts in good working order;
 - That all means of exit from the Premises are free from obstruction and immediately available for instant free public exit;
 - That any fire doors are not wedged open;
 - That exit signs are illuminated;
 - That there are no obvious fire hazards on the Premises; and
 - That a responsible person has a mobile telephone available for calls to the Emergency Services.



- 6.5 The Premises must not be left unattended at any time during the Permitted Period.
- 6.6 No animals other than guide dogs shall be allowed on the Premises unless prior consent has been given by the Administrative Manager.

7 Health and hygiene

- 7.1 The Hirer shall observe all relevant food health and hygiene legislation and regulations.
- 7.2 The PCC only provides basic facilities for the preparation of pre-prepared food and access to hot water. The Hirer shall ensure that all surfaces to be used for the preparation of food are washed down and disinfected before use.
- 7.3 The Hirer shall further ensure that only competent adults use the facilities provided for the preparation of food and drinks and shall not bring onto the Premises, nor allow any discharge into the sinks, drains or sewers, any oil, grease, harmful, objectionable, dangerous, poisonous or explosive substances.

8 Electrical appliance safety

- 8.1 The Hirer shall ensure that any electrical appliances brought by them to the Premises and used there shall be safe, in good working order, and have undergone a Portable Appliance Test (each appliance must display a current PAT sticker) and be used in a safe manner in accordance with the Electricity at Work Regulations 1989.

9 Compliance with safeguarding policies

- 9.1 The Hirer shall ensure that children and adults who may be vulnerable are protected at all times by taking all reasonable steps to prevent injury, illness, loss or damage occurring and will carry full liability insurance for this. The hirer will ensure that DBS (CRB) checks are carried out as and when necessary and that the procedures and guidelines detailed in the PCC's Safeguarding Policy are complied with as applicable.
- 9.2 Without prejudice to the generality of the provisions of clause 19.1, all users under the age of 18 must be supervised by at least two responsible adults or more if circumstances require greater supervision.

10 Good housekeeping

10.1 The Hirer shall:

- Prevent any tampering with the central heating and water heating arrangements, which are pre-set;
- Avoid any damage to the flooring either by dragging furniture (NOTE: the chairs are heavy and care needs to be exercised to avoid personal injury when moving them) or from sharp points and edges;
- In particular, ensure that no one present wears footwear (such as stiletto heels) that may damage the flooring;
- Clean up immediately anything spilt on the floor, furniture or walls; and
- Ensure that no disorderly person enters or remains on the premises.



11 Clearing up

- 11.1 The Premises, including the kitchen and toilets, must be left in a clean condition, comparable to the condition at the beginning of hire. The cleaning cupboard, which contains cleaning equipment and materials, is under the sink in the kitchen area. There is also a mop and vacuum cleaner, floors must be swept and vacuumed before leaving.
- 11.2 Chairs and tables shall be tidily stacked away.
- 11.3 All kitchen surfaces shall be left clean and tidy and all taps should be securely turned off. The cooker must be cleaned after use.
- 11.4 China, cutlery and other utensils shall be left clean for which the Hirer will need to bring tea towels and put away after use.
- 11.5 All unused food and drink shall be removed from the Premises.
- 11.6 All rubbish shall be cleared away and must be taken away by the Hirer, who should bring rubbish sacks for this contingency.
- 11.7 Before vacating the Premises, all windows and doors must be shut and locked, and all lights switched off.

12 General

- 12.1 The PCC reserves the right to cancel any agreement to hire upon giving 4 weeks notice of cancellation. Similarly, should the hirer wish to terminate their booking, 4 weeks notice must be given. The PCC reserves the right to cancel any agreement without notice should any exceptional circumstances arise. The fee paid by the Hirer will be returned and they shall have no further claim on the PCC.
- 12.2 Long term bookings will be made on a rolling basis. This will be reviewed regularly by the Administrative Manager.
- 12.3 Any officer of the PCC, the Administrative Manager and duly authorised officers of the Local Authority shall be allowed access to the Premises at all times.
- 12.4 These conditions are subject to any variations as may be required to comply with Local Authority or statutory requirements.
- 12.5 The PCC shall not be liable for any loss or damage caused by any interruption in or failure to provide any part of the Premises where such failure is due to causes beyond the control of the PCC.
- 12.6 The PCC and its employees accept no responsibility for damage to, or the loss or theft of property or effects belonging to the Hirer or any third party either hired by or assisting the Hirer.
- 12.7 Hirers are responsible for any keys issued to them. Loss of keys will result in a replacement fee.