

ST MARK'S CHURCH HALL CANCELLATION & TERMINATION POLICY/PROCEDURE

Introduction

Once a hire has been secured we commit to holding the time of the booking for the hirer and aim to be as supportive as possible to any hirer if their plans need to change, or if they face difficulties affecting their hire. We recognise that sometimes hirers have no option but to cancel their hire. Equally there are occasions when we encounter issues with hirers which cause us difficulties, so much so that we may need to consider terminating an agreement. It is also possible that circumstances may arise that make it difficult or impossible for us to run the hall – in that event we may need to give hirers notice that their agreements either need to be suspended for a time or terminated.

This document sets out:

- What hirers need to do to make their arrangement secure in the first place (if a hire is not secure we are under no obligation to you).
- What we require of hirers when they wish to cancel an occasional hire, or a regular hire agreement or session.
- The procedures that we will follow should we face difficulties with any hirer that we are unable to resolve informally and within a reasonable timescale.
- The procedures we will follow should we need to close the hall temporarily or permanently for any other reason.

Aims

St Mark's Church Hall Management Group aims to:

- Operate in a professional, efficient and fair way that is: as supportive to hirers/users as possible within reason; ensures compliance with regulations and insurance; ensures fairness to all users, and the volunteers who run the hall.
- Ensure that the procedure for securing, cancelling and terminating hires is simple and clear for all parties.
- Handles hires and cancellations promptly and efficiently.
- As far as possible seek resolutions to any issues we encounter with hirers informally and in a way that maintains positive relationships.
- As far as possible provide viable alternatives on-site to hirers in the event that the hall is temporarily closed.

Requirements for Occasional Hires are set out on page 2 and for Regular Hires on page 3-4.

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OCCASIONAL HIRES

Your hire is only secured when you have:

- Completed and agreed a hire form including our standard and Covid Terms & Conditions, and other information for hirers.
- Paid for your hire plus £25 refundable deposit in full, which we require as soon as possible after you have supplied the completed/agreed hire form.

Third party providers:

- If you are bringing in a 3rd party to provide a bouncy castle/play inflatable or other entertainment we must receive a copy of their insurance letter evidencing that they have appropriate liability cover.
- We require this as soon as possible after you have secured the booking and at the very latest 5 days in advance of your booking.

Please note:

- We will not allow access to the hall or issue a key to you unless we have received the necessary payment and paperwork, including any third party insurance details, in advance of the hire taking place.
- If we do not receive your payment by the deadline given we reserve the right to accept another hire, on the basis that your hire is only secured when full payment is received.

Cancellation:

- If you need to cancel your booking for any reason it is helpful for us to know as soon as possible.
- Cancellations will be refunded up to 48 hours before your booking; there is no refund if you cancel within 48 hours of your booking.

Termination:

- We may terminate your agreement if you fail to provide us with payment and/or the necessary paperwork by the deadlines indicated.

Termination procedure – steps (*failure to resolve the matter at one step triggers move to the next step*):

1. Reminder email sent in advance of the deadline previously issued to the hirer.
2. Email to the hirer requesting the necessary information and/or payment with a final deadline.
3. Final email indicating that the agreement is terminated; we will refund any monies paid either by bank transfer or, if you choose not to provide your bank details when asked we will send a cheque to your mailing address.

If during your hire it comes to our notice that you are using the hall for a purpose other than that agreed in the hire form, we reserve the right to ask you to leave the premises immediately. No refund will be given in this event.

We also reserve the right to decide not to deal with you in the future.

Hall closure:

In the event that we have to temporarily or permanently close the hall:

- We will advise you as soon as possible that we are unable to provide the hall for your hire.
- Where possible we will give you at least 3 months' notice.
- We will refund all monies paid either by bank transfer or, if you choose not to provide your bank details when asked we will send a cheque to your mailing address.

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REGULAR HIRES

Your hire is only secured when you have satisfied all of the following:

- Agreed a completed hire form including our standard and Covid Terms & Conditions and other information for hirers.
- Provided insurance documentation showing that you have appropriate liability cover.
- Provided your risk assessment (to include Covid risks and mitigation).
- Provided your safeguarding policy/guidelines (if you are working with children/young people without parents/carers present or with vulnerable adults).
- Paid either (a) your advance bond if you are paying by averaged monthly Standing Order, or (b) your first block booking if you are paying by the advance block booking method.

Cancellation:

- If you need to cancel a regular session it is helpful for us to know a few days in advance if at all possible, e.g. to enable us to adjust the heating programme.
- If you need to cancel your full arrangement with us for any reason it is helpful for us to know as soon as possible so that we can make the necessary arrangements to close your agreement.
- Adjustments will be made to account for cancellation dependent on your agreement/method of payment, advance bond etc.

Termination policy:

We may instigate our termination procedure with you if:

- You habitually do one or more of the following:
 - o stray beyond your agreed hire times without seeking permission or amending the terms of your regular hire to something more suited to your needs;
 - o use the hall for uses other than those agreed in the hire, without our prior agreement;
 - o leave the hall in a poor state of cleanliness/tidiness causing inconvenience to others;
 - o cause significant damage to the building or any fixtures, fittings or mobile items.
- *(for STO payers)* your STO payments stop or you fail to reimburse any additional payments owing within 1 month of the original payment deadline.
- *(for advance block bookers)* you habitually fail to pay for an advance block booking by the deadline given.

If by exception you are paying on the old 1 month in arrears system we may instigate the termination procedure with you if you habitually fail to pay by the deadline indicated in the monthly invoice and fail to respond satisfactorily to reminders/payment requests.

Termination procedure – steps *(failure to resolve the matter at one step triggers move to the next step)*:

1. Email to the user raising the issue and giving a reasonable deadline (e.g. 2-4 weeks) to respond or resolve the matter *(this will usually follow previous contact since the termination procedure relates to issues of a more long standing, habitual nature)*.
2. Formal letter issued as a first written warning, indicating that the conditions of hire have been breached and that continuance of the situation may result in termination of the hire agreement. A deadline of 10 working days will be issued for the hirer to resolve the matter. This letter will usually be issued by the Vicar or Church Warden and PCC will be notified.
3. Final written warning issued indicating that notice of termination will be issued if the matter is not resolved within 10 working days.
4. Formal notice given of termination with immediate effect. Arrangements will be made for the hirer to return their key(s) and remove any of their property that they may be storing on the premises.
5. If any debt situation has arisen that cannot be settled by any advance bond paid, we are within our rights to seek recourse through the small claims court if necessary.

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Up to and including step 4 we will endeavour to work constructively with the hirer to reach a mutually acceptable solution taking all factors into account. If the hirer feels that we are acting unreasonably then a complaint can be lodged (see St Mark's Church Hall Complaints Policy & Procedure) – the hirer should do this no later than step 4.

We will not consider complaints submitted at the time of formal notice of termination being issued or after, on the basis that the preceding process allows ample opportunity to work together to find a suitable way forward, or to complain if the hirer feels that we are acting unreasonably.

We also reserve the right to decide not to deal with you in the future.

Examples of the sorts of difficulties that may, if they recur, trigger the termination procedure:

- Issues securing payment from you or information that is necessary for us to have (e.g. for insurance or safeguarding purposes).
- Any behaviour of yourself or your members/clients that we consider to be unreasonable, for example causing unreasonable inconvenience, distress or harm to our staff, volunteers or others.
- Issues arising from your use of the hall – e.g. leaving the premises or site in an unclean or untidy condition, leaving damage without reporting it to us, creating or causing a nuisance that affects others.

Hall closure:

In the event that we have to temporarily or permanently close the hall:

- We will advise you as soon as possible of the closure and the timeframe if temporary.
- Where possible we will give you at least 3 months' notice.
- If the closure is temporary:
 - we will endeavour to provide you with an alternative on-site either in the church building or in the scout hut – our ability to do this will depend on the nature of your use, availability at your usual hire time, any other restrictions (e.g. Covid-related);
 - in the case of the scout hut, this would be subject to a temporary agreement with St Mark's Scout Group.
- If you are unhappy with any alternative offered you may cancel your arrangement with us under the normal procedure.