**ST EDWARD THE CONFESSOR, ROMFORDTop of Form**

**TERMS & CONDITIONS OF USE OF THE CHURCH BUILDING**

PLEASE ENSURE THAT YOU READ THIS DOCUMENT CAREFULLY BEFORE MAKING A BOOKING.

**N.B. Alcohol may be served but not sold on the premises. Please read the terms and conditions below, then sign and return:**

* **the application form as acceptance of the terms & conditions,**
* **full payment for the booking,**
* **the returnable deposit.** Bottom of Form

1. **The User**

In these Terms and Conditions, the term "the user" shall include the person signing or lodging the application and any person or organisation on whose behalf the application is made, all of whom shall be jointly and severally liable.

2. **Deposit**

The user must pay a minimum deposit of £200 at the time of booking or at the time of receiving notification that the application has been accepted. Payment of an agreed deposit by regular users also applies. The deposit is intended to cover £100 for any damages up to that value, a £50 cleaning fee should the Church be left in an unacceptable state and a £50 fee for detaining the caretaker more than 20 mins beyond the agreed finish time. Assuming no problems and after the agreed booking, the deposit will be returned to the user less the amount of any unpaid fees.

3. **Cancellation**

The user or the Vicar and Church Wardens can cancel the booking not less than 2 weeks before the booking date. For regular users 1 month's notice is required by either party. Full refund of all advance deposits and fees will be made in the event of cancellation. NB there will be no deposit returned if cancellation is less than 1 week before the reserved date.

4. **Hiring Fees**

(a) The fees should be paid to the Bookings Secretary not less than 1 week before the date of use, in advance, as agreed with the Bookings Secretary.

All cheques should be made payable to: **St Edwards PCC**

For BACs payments, please transfer all monies to the following:

**St Edwards Parochial Church Council;**

**Nat West, Sort Code: 60-18-01**

**Account Number:14946599.**

(b) The Bookings Secretary will supply details of hiring fees.

(c) The user is responsible for the proper conduct of everyone using the Church during the period of use and shall do his/her best to prevent anyone causing an annoyance or inconvenience to other persons. In particular, the user must keep noise to a reasonable level.

(d) The user is responsible for the proper conduct of children attending his/her function and shall do his/her best to prevent any child causing an annoyance or inconvenience to other persons. In particular, the user must keep noise made by children to a reasonable level and prevent the use of the area at the front of the Church.

(e) The Church may not be used for the sale of alcohol.

(f) The user must ensure that the terms of every statute authorising or regulating how the Church is used are complied with and that any work to the Church which any authority acting under any statute requires is done and that any licence or registration which is required or which the Vicar and Chruch Warden require is obtained renewed and continued (including but not by way of limitation)

(i) compliance with statutes governing the preparation serving or selling of food

(ii) compliance with statutes governing the sale and consumption of intoxicating liquor

(iii) compliance with statutes governing persons working with or caring for children (including their engagement supervision and training)

(iv) obtaining any requisite licence for music entertainment dancing concerts or stage performances. In this regard, the user will not undertake or permit to take place any licensable activity (sale of alcohol, the provision of regulated entertainment or late night refreshment) on the premises without first having applied for (at least 14 days prior to the event) and obtained a temporary event notice pursuant to the Licensing Act 2003. The user will not apply for a temporary event notice without the prior written approval of the PCC. The user will supply the Vicar and Church Wardens with a copy of any temporary event notice issued, as soon as possible and in any case before the event. The user will comply with the terms of any temporary event notice and also with the terms of the Licensing Act 2003.

(v) compliance with the conditions of such requisite licences

AND the user shall keep the Vicar and Church Wardens fully indemnified against all losses and demands made against or suffered or incurred by the Vicar and Church Wardens arising out of all such matters. If the Vicar and Church Wardens have given written permission, the user may apply for an appropriate Temporary Event Licence to the appropriate Council Licensing Department for an additional use or for a period outside these hours. Users must provide a copy of any such Temporary Event Licence to the Vicar and Church Wardens immediately and ensure that its requirements are complied with.

(g) The user is responsible for all damage done to the Church (and any Fixtures and Fittings and Furniture and any other articles in it) during the period of use, whoever may have caused the damage.

(h) The User agrees to pay all such rates, taxes, assessments and other liabilities as may be imposed upon the Vicar and Church Wardens or otherwise solely as a result of the User’s use or occupation. If rates, taxes, charges, assessments or other liabilities are imposed upon the Vicar and Church Wardens or otherwise which are higher than they would otherwise have been but for the User’s use or occupation, then the User shall pay all such additional sums

(i) The Church must be cleaned (and all crockery washed up and put away if used); and all tables and chairs and other furniture returned to where they are normally stored before the end of the period of use.

Please note that it is the responsibility of the user to remove all rubbish from the Church, including the surrounding area. If the user fails to observe these conditions the Vicar and Church Wardens may perform it on behalf of the user and recover the cost from (or when any work is carried out by the Caretaker and make a charge to) the user.

(j) The user must ensure that the Race Relations Act 1976 and the Sex Discrimination Act 1975 are complied with.

(k) The user must ensure that there is minimum of 2 competent attendants on duty at the Church during the event, neither of whom shall be less than 18 years of age.

(l) The user must comply with all conditions and regulations made in respect of the premises by the Fire Authority, or Local Authority in connection with the event.

(m) If food is to be prepared, served or sold then the user must observe all relevant food health and hygiene legislation regulations.

5. **Child Protection**

The signed current Child Protection policy is posted in the Church and Hall. A copy is reproduced overleaf. Hirers are required to read this and ensure that they have their own Child Protection procedures that are consistent with these standards. The user is required to ensure that children are protected at all times, by taking all reasonable steps to prevent injury, loss or damage occurring and ensuring all necessary Child Protection checks are undertaken. The Vicar and Church Wardens accept no responsibility for the user’s failure to comply with these requirements.

7**. Protection of Vulnerable Adults**

It is the responsibility of the Hirer to ensure the protection of any vulnerable adults using the Church.

8. **Insurance**

The Church is fully covered for any claims due to negligence on the part of the Vicar and Church Wardens. However, the user must take out their own insurance, to cover any other claims which may arise in relation to the use of the Church.

9. **Disclaimer**

The Vicar and Church Wardens, Church staff or volunteers, shall not be liable to the user or to any person using or entering the Church for personal injury or for damage to, loss or theft of any property brought into the Church, however it may be caused, unless caused by negligence on the part of the Vicar and Church Wardens. The user shall indemnify the Vicar and Church Wardens, its officers, staff, and volunteers against all claims made by, and liability to, any person in respect of such damage, loss or theft.

10. **Parking**

(a) If permission is granted to use the Wykeham Centre car park, ALL vehicles are parked at owner's risk. The Trustees are under no liability to insure against loss, theft or damage to vehicles.

(b) The Emergency accesses must not be obstructed at any time and must be kept free for emergency services.

11. **Fire and Emergencies**

(a) The user is responsible for calling the Fire Brigade to any outbreak of fire however slight and for reporting this immediately to the Emergency telephone number below.

(b) The user must ensure that all exits, emergency exits and fire appliances are free from obstruction and available for use at all times during the period of use.

(c) There is no public telephone available.

12**. Emergencies and Enquiries**

Please ring the Church Warden on 01708 744973 during office hours only, for all enquiries. Emergency contact numbers will be given to you directly, prior to/on the day of the event.

13. **Rights of Access of Trustees**

The Vicar and Church Wardens and any persons authorised by them shall have the right to enter any part of the Church at all times during the period of use.

14. Additional terms and conditions to be taken into account (if any) are detailed below:

No smoking is allowed on the premises.

St Edward’s Parochial Church Council is a registered charity: 1128998

Signed:

Please print name:

Date: