

# **b BROADMEAD** Community Church

## **Terms & Conditions of Hire**

### **1. Hirers**

- 1.1 You must be aged eighteen or over before we will consider your application to hire the premises.
- 1.2 The building may be used for any purpose which is in keeping with the aims and values of Broadmead Community Church, Northampton (BCCN).

### **2. Room Hire**

- 2.1 The room hire charge is based on when the room is first occupied and last vacated and not from when the event begins and ends. Only in case of an emergency will access be granted to the premises before the agreed time. Any persons/groups found to have extended their booking without prior notice or agreement from the church, will be liable to an additional hire fee based on the relevant hourly rate.
- 2.2 Room hire will be confirmed in writing following a successful enquiry and will not be deemed secure until a minimum 25% deposit is received within 1 week of the deposit invoice being sent.
- 2.3 No refund will be given in respect of any reduction in your room requirements once your booking has commenced unless the church, in their absolute discretion, considers it reasonable to do so. The decision of the church will be final and binding. Any additional requirements, not previously quoted for, will be subject to the relevant charges.
- 2.4 A damage deposit, equivalent to the full cost of the booking for one-off bookings, will be required prior to the event. A damage deposit for regular bookings will be calculated based on the monthly cost. This will be included in your final invoice, which should be paid at least 4 weeks before your event takes place.
- 2.5 All invoices for regular bookings must be settled within the time frame mentioned in the invoice. Failure to comply may result in an additional charge.
- 2.6 All invoices for one off bookings/event, must be settled 30 days before the date of the booking/event, unless otherwise agreed.

### **3. Period of Hire**

- 3.1 You must keep strictly to the period of hire specified in your application form. We will use the damage deposit to indemnify us against any extra hours, claims or losses arising from your failure to:
  - a. Vacate the premises at the agreed time: or,
  - b. Leave them in a fit state for use at the end of the hiring period.
- 3.2 If the above surpasses the value of the damage deposit, a new invoice will be raised for the difference.
- 3.3 Bookings must end at 10.30pm or such earlier time as the church may specify unless extended with our express written permission.

#### **4. Cancellation Terms**

- 4.1 Full deposit refund will be given for cancellations made with more than 28 days' notice.
- 4.2 50% of the deposit fee will be taken to cover any cancellations made with less than 28 days but more than 14 days' notice.
- 4.3 100% of the deposit fee will be taken to cover any cancellations made with less than 14 days but more than 1 week's notice.
- 4.4 If cancellations are made with less than 1 week's notice 100% of the deposit fee will be taken, as well as 50% of the final invoice amount.
- 4.5 The above applies for the start of regular bookings and one-off bookings.
- 4.6 If a weekly session is cancelled with more than 1 week's notice, this will be free of charge, and the session will be removed from the monthly invoice. If the cancellation is made with less than 1 week's notice, the session will be charged as per normal hourly rate and included in the monthly invoice.
- 4.7 The church retains the right to terminate any booking where on any previous occasion the Terms and Conditions have been broken by the Hirer and the operation or reputation of the Church has been damaged due to the actions of the hirer or those admitted to the premises by the hirer. We will not be responsible for any loss or inconvenience which may be sustained by such termination in the circumstances.

#### **5. Assignment or/and Sub-letting**

- 5.1 Without our consent you must not:
  - a. Assign the Agreement for Hiring.
  - b. Sub-let any or all the premises.
  - c. Use the premises for any other purpose than stated in the application form.

#### **6. Premises Supervision**

- 6.1 Any member of staff, trustee, or designated person responsible for the opening and closing of the building, may enter the premises at any time during the period of hire without disrupting the ongoing bookings.

## **7. Responsibility for Injury or Damage**

- 7.1 If any loss or damage arises during the hire period due to our negligence, we accept liability. Otherwise, we do not accept liability for loss or damage caused by any other motives, including negligence from the client or any delegates taking part in the booking. If you invalidate our insurance, then you must reimburse us for all losses so caused.
- 7.2 You must not do anything which may invalidate any insurance of the building. This includes leaving fire doors propped open during the booking.
- 7.3 You must notify us immediately of any injury caused to any person or of any damage caused to the building, premises or its contents during the hiring period.
- 7.4 Our lift requires a special key to keep its doors open for longer than 10 seconds each time a person boards it. If you need to keep the doors open to, for example, load/unload items, you must inform our staff so that the lift key can be made available to you and instructions of use are given. Should you fail to inform us of this, and the lift goes Out-Of-Service as a result, you will be liable to cover the costs of repair.

## **8. Damage Deposit**

- 8.1 As previously mentioned, a returnable deposit will be required by the church for possible damages during your bookings.
- 8.2 The booking will not be confirmed until the deposit is received. This deposit will be refunded in full if no damages occur and it will be refunded in part if damage is sustained.
- 8.3 We reserve the right to make additional charges if rooms are left in an unclean and damaged state and the cost of cleaning and repair exceeds the deposit left.
- 8.4 We reserve the right to provide additional staff cover at the hirer's expense if, once the booking has commenced, circumstances are such that either the security or smooth running of the Church is jeopardised.
- 8.5 If extra rooms are needed, including the kitchen and grass area, the customer must check the availability first and arrange payment before using the area.
- 8.6 If bookings exceed the agreed time, an additional charge will apply, which could be deducted from the damage deposit.

## **9. Removal of Equipment**

- 9.1 All your equipment must be removed at the end of your booking. (**Please note:** If you ask to leave your equipment set-up overnight, charges will apply. As well as terms set out in section 7.)

## **10. Compliance with these Conditions**

- 10.1 You must ensure that persons engaged by you for the purpose of your hiring are informed of and comply fully with the Terms and Conditions which apply to them.

## **11. Security**

- 11.1 All efforts to maintain security in the church buildings are made by church staff during office hours. Hirers are responsible for security of the whole building outside of these times. Currently the office is staffed 9:30am to 2:30pm Monday to Friday.
- 11.2 The hirer is responsible for ensuring that all windows and doors are secured and lights turned off following the completion of their booking, especially outside of office hours. Doors must not be left propped open as this will void our insurance in case of a fire and you will be liable for any damages.
- 11.3 You must do your best to maintain good order and decent behaviour by persons in the premises during the hours of hiring.

## **12. Licences**

- 12.1 You will be responsible for obtaining such licences as may be needed for public entertainment, from the Performing Rights Society, Photographic Performance Limited, Local Authority or otherwise and for the observance of the same. Any such licence must be delivered to us for inspection at least seven days before the period of hire commences.
- 12.2 No gambling is allowed on the premises.
- 12.3 No Alcohol should be sold or consumed irresponsibly on the premises without written permission and, where permitted, you must have the appropriate licence. (Evidence to be submitted prior to any event).

## **13. Statutory and Other Obligations**

- 13.1 You shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates Court, the Local Licensing Justices Court or otherwise, particularly in any event which includes public dancing or music or other similar public entertainment, the showing of films or videos or stage plays.

## **14. Control of Use of Premises**

- 14.1 You agree to take all due precautions for the safety of the public, and any other person on the premises or in the building. You must retain control over all parts of the premises you hire.

## **15. Maximum Capacity**

- 15.1 The maximum number of people permitted in each room are:
  - a. G1 (hall at front of building) - 60 seated.
  - b. G2 (rear hall) - 80 seated.
  - c. G3 (small interview room) - 5 seated.
  - d. F1 (1st floor next to Café) - 20 seated.
  - e. F2 (1st floor end of corridor) - 50 seated.
  - f. Café area - 50 seated.

- g. Auditorium – 300 seated.

## **16. Prohibitions**

- 16.1 Neither you nor anyone invited to the premises by you, or your agents must:
- a. Cause any blockage in the car park and the streets nearby. All drivers must follow the general rules of our car park, in which we have 20 parking bays and 2 disabled spaces.
  - b. Store or allow to accumulate rubbish on the premises, you must take all rubbish with you;
  - c. Conceal to view, or obstruct access to, any firefighting equipment;
  - d. Bring any explosive, toxic, hazardous or highly flammable substance into the premises without our prior written consent;
  - e. Use laser, stroboscopic lighting, smoke vapour or water vapours;
  - f. Use cylinders for the storage of air or other gases or liquids under pressure except with our written consent. You must give at least 12 days' notice in writing of any proposal to use such things;
  - g. Use real flame in entertainment;
  - h. Smoking/vaping is prohibited within the grounds of Broadmead Community Church, Northampton.

## **17. Duties of the Person in Charge, Attendants & Stewards**

- 17.1 You must nominate someone aged eighteen or over who will be present at your event to act as coordinator and to liaise with the church. The Co-ordinator will receive fire instructions and will act as the contact person should any problems arise on either side. He or she will confirm final arrangements on arrival and authorise any additional charges etc, when the booking is made. He or she will also have read and be in possession of these "Terms and conditions of Hire" and will be responsible for ensuring all conditions are met. The Co-ordinator must countersign the booking application form, Term & Conditions, and acknowledge that he or she is responsible for ensuring the terms and conditions of hire are complied with.
- 17.2 The Co-ordinator must be present whenever members of the public are on the premises.
- 17.3 The Co-ordinator must not be engaged in duties which prevent them from exercising general supervision of the hiring arrangements.
- 17.4 You must have two designated attendants for the duration of your booking. These attendants will act with the coordinator in the event of an incident to evacuate the premises and to avoid panic. These attendants will also receive fire training.
- 17.5 If your event is for children or adults at risk, you must have a Safeguarding policy and comply with the government's guidance for such. We will require a copy of your Safeguarding policy.

## **18. Fire Precautions**

- 18.1 You acknowledge that you have received and will ensure that the Co-ordinator will receive clear instructions on his or her arrival and will have communicated clearly to the attendants the following matters:
- a. The action to be taken in the event of fire. This includes calling the fire service and evacuating the building.
  - b. The location and use of fire equipment.
  - c. Escape routes and the need to keep them clear.
  - d. Method of operation of escape door fastenings.
  - e. Appreciation of the importance of any fire doors and of closing all fire doors at the time of fire.
- 18.2 We hold regular fire drills and practices and reserve the right to stage simulated evacuations of the building during office hours when the building is in use by outside groups. If such drill or practice would seriously disrupt your event this must be brought to our attention when you make the booking.
- 18.3 When the office is not manned there will be no access to a telephone or require charge. Please make sure you bring a mobile phone with you to use during your period hire.

## **19. Safety Measures**

- 19.1 In advance of admitting members of the public you will check the following items:
- a. That all escape routes are free of obstruction and can safely be used.
  - b. That any fire doors are not wedged open.
  - c. That there are no obvious fire hazards on the premises.
  - d. You must keep every gangway, corridor, passage, lobby, and other designated exit routes free at all times from chairs or other obstructions. All entry and exit doors must be unfastened while the public are in the premises.

## **20. Conditions of Premises at the End of Hiring**

- 20.1 At the end of the hiring, you shall be responsible for leaving the premises and surroundings in a clean and tidy condition, properly locked and secured unless directed otherwise. Any contents that have been temporarily removed from their usual positions with our prior consent, must be properly replaced, otherwise we shall be at liberty to make an additional charge.

## **21. Nuisance**

- 21.1 Because of the residential nature of the neighbourhood, the use of amplified music must be moderated and be considerate about other people also in the building. Those leaving the premises should do so considerably and quietly especially after 9pm.
- 21.2 We may, at our discretion, impose specific maximum sound pressure levels.

21.3 A charge may apply if the communication with the customer regarding sound level is not taken sincerely.

## **22. Temporary Electrics**

22.1 Temporary electrical installations and electrical apparatus may only be installed with our prior written approval in accordance with the Institute of Electrical Engineer's Regulations. They must always be installed by a competent electrician. All such apparatus must have been checked within six months prior to the hiring by a suitably qualified electrician. The temporary electrical installations must be cut off from the permanent installations immediately after each occasion on which they are used. They must be entirely removed as soon as the need for them has finished.

## **23. Damage to the Fabric of the Building and/or Fittings**

23.1 You agree to not drive nails, tacks, drawing pins, screws or other similar things into the walls, doors or floors, woodwork, or any part of the structure, nor use adhesive tape, sticky tape, blue tag or similar fixing agent to fix decorations.

23.2 You agree to take every care to avoid damaging the paintwork/wallpaper etc.

23.3 You agree to pay the cost of making good any damage to the paintwork, buildings, fittings, furniture, white board, notice board, flipchart or other property arising from the period of hire.

## **24. Confetti**

24.1 Confetti can only be used in the room that being hired and should be environmentally friendly confetti.

## **25. Additional Charges**

25.1 A separate cleaning charge will be added to your booking unless otherwise agreed.

25.2 Additional charge may apply when photocopying, printing is required.

25.3 Separate charges will be made for use of the kitchen in addition to those set out for use of the meeting rooms.

25.4 Where such part of the premises hired includes the kitchen, the following special conditions must be observed:

- a. The kitchen must be left as clean as it is found.
- b. Crockery and cutlery must not be used unless the hirer has been given written consent to do so. There will be an additional charge.
- c. All tables used must be cleaned after use and returned to their storage area.
- d. When appliances are used, the customer must follow the procedure, especially when it comes to use the gas/electrical cookers, industrial microwave.

## **26. Insurance**

26.1 BCCN's insurance policy covers the use of the buildings by outside organisations, but it is required that clients who hire for churches, charity and business purposes (lessons, fitness, corporate meetings, etc) will carry their own insurance and public liability cover in their own name to indemnify them in the event of any injury or property damage caused by their own negligence. BCCN will require a copy of this insurance with the completed booking form.

**To confirm a booking, we require from the hirer:**

- A completed signed application form and Term & Conditions.
- Your deposit and damage deposit (invoice sent by email).
- A copy of your up-to-date public liability insurance, if applicable.
- Where appropriate, a copy of your safeguarding policy.

**We will give hirers:**

- A copy of the evacuation procedure.
- Details of the fire equipment.
- Emergency contact numbers (Needed for out of office hours bookings only).
- How to register any faults in the building or damage done.
- Accident book location and access