

## **Terms & Conditions of Hire for St. Chads Centre – November 2021**

The St Chad's Centre ("The Premises") is a building designed for use by the community. The Premises is run by a board of Trustees consisting of volunteers.

The Main Hall facilities available to hire are:

- 150 people standing for drinks reception. Space for access to kitchen / toilets etc.
- 100 people seated for a performance / talk. Space for staging, aisle and access to kitchen / toilets etc.
- 72 people seated at tables for a meal. (6 people per table, with four rows of three tables). Space for aisle and access to kitchen / toilets etc.
- Access to the kitchen and foyer
- Access to toilet facilities (including disabled/baby change access)
- Lockable storage and chairs and tables.

Booking enquiries should be emailed to **stchadscentrebt@gmail.com** It is the Hirer's responsibility to check that the Premises' are available for hire on the chosen dates and times via the online booking system before submitting the booking form and deposit.

The Trustees have sole discretion as to whether a booking will be accepted. Hirers should note that the centre is on Church property and bookings may be refused if their nature could offend church or churchyard users. The booking will be deemed to be accepted once the Hirer has received notification from the booking system and the relevant booking form and party conditions form (if relevant) have been received. Where the booking is not confirmed the Trustees will return the Hirer's monies.

The Trustees make no warranties as to whether or not the Premises are appropriate for a particular function or activity. It is the Hirer's responsibility to assess the facilities provided and determine suitability.

Policies are in place to ensure the Premises are managed safely and effectively for the benefit of the community. Any Hirer contravening any of the Premises' policies may not be accepted for future bookings and reports to external agencies will be made where appropriate.

All Hirers must read and agree to these terms and conditions of hire. By completing the online booking form and ticking the box 'All HIRERS: I accept the terms and conditions,' Hirers are agreeing to be bound by these terms and conditions. Once the online booking system has sent notification to the Hirer that the booking has been confirmed, the online booking form, these terms and conditions and party conditions form (if relevant) will constitute a contract between the Hirer and the Trustees.

Where Hirers are unable to complete the booking form online, please complete the details on page 2 of this document and email the completed form to [stchadscentrebt@gmail.com](mailto:stchadscentrebt@gmail.com). For parties or events requiring the party conditions form, and where Hirers are unable to complete the booking form online, this must also be emailed in addition to this form. Credit card details must be provided for all bookings to hold a deposit against in case of damage or additional cleaning costs being incurred.

# St Chad's Centre, Bishop's Tachbrook, Booking Information

## THE HIRER

Please complete the details on the online booking form. If you are hiring on behalf of a group or organisation please provide the details of the person responsible as the Hirer and provide the group or organisation's details where indicated.

ONLY if you are unable to complete the booking form online please fill in the details below:

Name of Hirer.....

Organisation/group (if applicable).....

Address.....

.....Postcode.....

Mobile.....Email.....

## EVENT OR ACTIVITY

Regular Hirers are those that have consecutive weekly or monthly sessions over a period of at least 6 weeks. If you are a Regular Hirer please complete the Regular Hirers section of the online booking form. If you are not a Regular Hirer please complete the Individual Hirer section of the online booking form.

ONLY if you are unable to complete the booking form online please fill in the details below:

Event type (i.e. children's party, adult party, etc.).....

Date of event or activity.....

Times required (including setting up and clearing away): From .....to.....

## FACILITIES REQUIRED

If you require use of more than one room it is your responsibility to ensure all rooms are free at the time you require and you book all of them directly on the online booking system. If you require exclusive use of the Premises please get in touch for us to arrange that.

**I have read and agree to abide by the Terms and Conditions of Hire and acknowledge that I am authorised to make this booking on behalf of my organisation (if applicable).**

Signed .....Date .....

Name (in block capitals).....

**Many thanks for your booking of the St Chad's Centre, Bishop's Tachbrook**

## TERMS & CONDITIONS OF HIRE

### DEFINITIONS

<b>Booking Form</b>	means the online booking form;
<b>Charges</b>	means the charges owed by the Hirer as specified on the online booking system;
<b>Deposit</b>	means the deposit to be paid by the Hirer to cover damage and/or additional cleaning;
<b>Hirer(s)</b>	means the person(s) named as the hirer on the attached booking form and any member of the group/organisation or persons attending the event;
<b>Hire Period</b>	means the times at which the Hirer is occupying the premises in accordance with the times and dates specified on the online booking form;
<b>Individual Hirers</b>	means Hirers who have bookings for individual events and are not Regular Hirers;
<b>Premises</b>	means the St Chad's Centre, Church Hill, Bishops Tachbrook, Leamington Spa, CV33 9RJ, including all individual rooms within it;
<b>Regular Hirers</b>	means Hirers who have bookings either weekly or monthly over a period of at least 6 Hire Periods;
<b>Terms and Conditions of Hire</b>	means these terms and conditions;
<b>Trustees</b>	means the Trustees of the St Chad's Centre Trust Company, Bishop's Tachbrook (Charity Number 1148234).

### 1. General

- a) The Trustees have sole discretion as to whether a booking will be accepted. The booking will be deemed to be accepted once the Hirer has received notification from the booking system and it has been confirmed through an email.
- b) The Trustees make no warranties as to whether or not the Premises is appropriate for a particular function or activity. It is the Hirer's responsibility to assess the facilities provided and determine suitability.
- c) Policies are in place to ensure the Premises is managed safely and effectively for the benefit of the community. Any Hirer contravening any of the Premises' policies will not be accepted for future bookings and reports to external agencies will be made where appropriate.

- d) The Trustees shall not be liable to the Hirer for any delay or failure to provide the Premises for the booking if such delay or failure results from an event beyond the control of the Trustees.
- e) The Trustees' liability under or in connection with this booking shall be limited to the amount of the Charges, for each and every claim arising out of this booking. This limit shall apply when liability arises, including, without limitation, a liability arising by breach of contract, arising by tort or arising by breach of statutory duty. This shall not exclude or limit the Trustees' liability for death or personal injury caused by the Trustees' negligence; or fraud or fraudulent misrepresentation.

## 2. Bookings

- a) The Hirer must be aged 18 years or over.
- b) All bookings must take into account the time required for setting up and closing down activities or events.
- c) The minimum hire for weekend bookings is 3 hours and for other sessions is 30 minutes unless otherwise agreed by the Trustees.
- d) A booking is only confirmed once the Hirer has received notification from the booking system and email confirmation. For parties and events only, the Conditions of Hire form must also be returned to confirm the booking.

## 3. Use of the Premises

- a) The Premises are available for hire from 07.00 – 23.00 seven days a week. Use of the Premises outside of these times must be agreed with the Trustees and it is the Hirer's responsibility to seek any other necessary permissions.
- b) The Hirer is permitted to use the tables, chairs and kitchen equipment but must ensure everything is cleaned after each use and all items are stored as found.
- c) Smoking is not permitted at the Premises. Anybody found smoking at the Premises will be asked to leave and their future hire of the Premises may be affected.
- d) The Hirer must ensure that all rubbish is placed in appropriate waste bags **and removed from the Premises and the St Chad's Church grounds** for disposal.
- e) Heating is regulated by the thermostat and must not be adjusted by the Hirer unless previously agreed.
- f) The Hirer is permitted to use the equipment provided in the cleaning cupboard to ensure that the building is left clean and tidy ready for the next user. The Hirer is responsible for providing their own cleaning materials, tablecloths, tea towels and dishcloths and similar cleaning items.
- g) The Hirer must not affix any signs or notices on the walls or doors of the Premises. Any notices fixed to walls and/or doors in contravention of this requirement will be removed by the Trustees. Use of the notice boards is by agreement with the Trustees only.

- h) The Hirer is only permitted to bring onto the Premises external equipment such as children's play equipment (e.g. a bouncy castle), if it has been agreed with the Trustees and the details and sizes have been listed on the online booking form. In such circumstances, the Hirer takes full responsibility for the use of the equipment, ensuring any appropriate insurance is in place if necessary. The Hirer's use of such equipment is at their own risk and the Trustees will not be responsible for any injuries arising out of the use of such equipment. Any damage caused by the use of said equipment will be taken out of the hiring deposit.

#### **4. Compliance with Policies and the Law**

- a) The Premises policies are available in the kitchen. It is the Hirer's responsibility to familiarise themselves with, and abide by these policies.
- b) If food is prepared on the Premises it must be done so in accordance with government Food Hygiene Regulations and the appropriate certification must be provided with the online booking form. Food that is brought onto the Premises is not subject to the same legislation (see also Kitchen Policy).
- c) The Premises are not licensed for the sale of alcohol. Where alcohol is supplied at any event or function at the Premises, NO licence or temporary event notice may be applied for by the Hirer. Alcohol must only be served on a non-cost basis i.e. free bar not paid bar. Any Hirer breaking this rule will have their booking cancelled, forfeit their deposit and they will no longer be able to hire the Premises for future bookings.
- d) The Hirer must be familiar with the location and operation of the fire exits, fire extinguishers (including which extinguisher is used in which circumstance) and fire blankets. In addition, the Hirer must be aware of the necessary actions and procedures required in the event of fire. Hirers are responsible for knowing who is in the building during a Hire Period and advising emergency services of anyone unaccounted for in the event of a fire. The Fire Risk Assessment and connected policy and procedures should be read and signed before the Hire Period.
- e) All passageways and exits must be kept clear of obstruction at all times.

#### **5. End of the Hire Period and Security of the Premises**

- a) At the end of any Hire Period the Premises should be left in a clean and tidy state. After the Hire Period, the Trustees will assess the level and cost of any repairs/replacement of damaged property or any further cleaning required.
- b) Any damage or breakages should be reported to the Trustees as soon as possible and at the latest within 24 hours of the end of the Hire Period.
- c) Before leaving the Premises, the Hirer must check all external doors and ground floor windows to ensure they are closed and locked. A window key is kept on the centre's key rings. The Hirers must turn off all taps and unplug any electrical appliances (excluding the fridges and freezer) and turn off lights.

#### **6. Individual Hirers – these conditions apply to Individual Hirers only**

- a) In order to secure the booking, the Charges must be made in full by the Individual Hirer 7 days prior to the Hire Period.
- b) Cancellation policy: Not less than 2 weeks' notice must be given if a booking is not required otherwise the full Charges for the booking will be applied, except in exceptional circumstances at the discretion of the Trustees.
- c) In lieu of an additional damage or cleaning Deposit, Individual Hirers must provide credit card details via the online payment system
- d) The Trustees reserve the right to apply a £50.00 cleaning or lost cable charge to the credit card, where it is required, to remedy damage, loss or to provide additional cleaning identified by the Trustees.

## **7. Regular Hirers – these conditions apply to Regular Hirers only**

- a) Regular Hirers must pay the Charges in respect of each session. Regular Hirers will pay a holding deposit for each Hire Period, via the online payment system, and the balances must be paid in full 7 days prior to the Hire Period.
- b) Where the Trustees identify any damage or further cleaning required, the costs to rectify this will need to be paid prior to subsequent sessions being held.
- c) The Trustees reserve the right to cancel regular bookings where payment has not been paid in full prior to a Hire Period taking place.
- d) Regular Hirers must give the Trustees 4 weeks' notice to end their hire agreement. The Trustees shall give a similar notice period should it become necessary to change bookings. Cancellations within 4 weeks' will not be refunded.
- e) Regular Hirers who wish to cancel a booking must do so in writing to the Trustees or by email to [stchadscentrebt@gmail.com](mailto:stchadscentrebt@gmail.com).
- f) Regular Hirers are responsible for obtaining their own insurance cover, where required.
- g) Hirers are responsible for ensuring electrical equipment brought onto the Premises is tested and checked in accordance with regulations.
- h) Where the event or session involves working with children or vulnerable adults, it is the Regular Hirer's responsibility to ensure that all legal requirements are complied with, including current Disclosure and Barring Service checks. Regular Hirers shall provide the Trustees with their safeguarding policy and bookings may be cancelled if these are unsatisfactory. Hirers should note the Trustee's safeguarding policy and named person.

## **8. Limitations of use**

To make allowances for the Premises' proximity to a Grade 1 listed church and a number of private residences, the Trustees' decision will be final in allowing the use of the Premises for certain activities and at certain times e.g. when a funeral is taking place in the church. In considering any matter referred to it, the Trustees shall always have regard to the Equality Act 2010 and in particular Schedule 23 before making any decision to decline a hiring, as to whether a restriction on use on that occasion is necessary to allow for the Premises' noise sensitive location.