

## **Booking Terms and Conditions for St Peter's Church Centre**

### **1. Definitions**

PCC	the Parochial Church Council of St Peter's with St Mark's, Furze Platt
Hirer	the person(s), body corporate, or unincorporated association legally responsible for the hire of the Premises
Guest	the Hirer or any person invited or permitted access to the Premises by the Hirer
Premises	St Peter's Church Centre, St Peter's Road, Maidenhead, Berkshire, SL67QU
Church Centre Manager	the person nominated and authorised by the PCC to handle bookings, or their authorised deputy or deputies, who may be contacted via the St Peter's Church Centre Office

### **2. Bookings, Deposits and Confirmation**

- (a) A deposit of 25% of the total applicable charge is required on all bookings totalling more than £100.00 before confirmation is issued. Bookings totalling less than £100.00 will be required to be paid one month before the event or in full at the time of booking if less than one month before.
- (b) The PCC reserves the right to ask for a returnable damage deposit of £50, £100 or £200 depending on the event type and time on account of damages, (fair wear and tear excepted) caused to the Premises or its furnishings or fittings by the Hirer or Guests. In the event that no damage occurs the deposit shall be returned to the Hirer within fourteen days of conclusion of the event. The PCC shall not incur any liability for any booking unless the PCC has received the required deposit in full and the booking has been confirmed in writing on behalf of the PCC.
- (c) The PCC may give 28 days notice in writing to terminate a regular booking.
- (d) The PCC may give 28 days notice in writing of increases in charges. Advance bookings, whether paid for or not, are subject to this condition.
- (e) Booking times must be strictly adhered to. No function may continue beyond 11.00pm without prior approval by the Church Centre Manager.
- (f) No bookings will be accepted from persons under the age of eighteen (18) years.
- (g) PCC reserves the right to refuse a proposed booking if it would be contrary to the purpose and doctrine of the Church of England, or in order to avoid causing offence on the grounds of religion or belief to persons within the Church of England. PCC or its appointed representative or representatives will make a decision whether such a booking will be refused on a case by case basis with regard to all the circumstances at the time of the application.

### 3. **Cancellations**

- (a) Lettings may be cancelled after confirmation provided written notice of cancellation is received by the Church Centre Manager at least seven days before the letting is to take place. Any sums paid in respect of the letting will be refunded. Cancellation of less than 7 days notice cannot be accepted and the agreed applicable charge will be payable.
- (b) In the event that the PCC is forced to cancel any bookings for reasons beyond its control, the liability of the PCC shall be limited to the return of any monies paid.

### 4. **Liability**

- (a) The Hirer will be responsible for all persons and property brought on to the Premises during the period of hire, including vehicles in the car park, and will indemnify the PCC against any claims in respect of loss, injury or damage sustained by or to such persons or property, other than claims in respect of the death or personal injury or loss of property arising solely from the negligence of the PCC, its servants or agents.
- (b) It is the duty of the Hirer to provide their own insurance cover.
- (c) The PCC will not be responsible for any property left on the Premises by the Hirer.

### 5. **Health and Safety**

- (a) A Hirer must ensure that the Premises are safe for the purpose for which they intend to use them. They are required to complete details of any accident or incident occurring during their occupation of the Premises, which did or could give rise to injury, as soon as possible after the accident or incident, but in any case before the Premises are vacated by the Hirer after the event. An accident book is located in the kitchen. The Hirer must notify the PCC via the Church Centre Manager as soon as possible after the accident, but in any event within twenty four (24) hours
- (b) Fire and safety regulations are to be observed. Hirers should familiarise themselves with the location of fire exits and fire appliances. Access to all doors and fire exits must be kept clear at all times. In the event of fire the Hirer shall ensure that the Fire Brigade is called immediately and all steps taken to evacuate the Premises and ensure the safety of all occupants. The Hirer shall also ensure that the St Peter's Church Centre contact (as shown on the booking form) or a representative of the church is notified immediately, whether or not on site.
- (c) In cold/snowy weather, the PCC cannot guarantee that paths will be free of ice and snow and users hire at their own risk in this respect. Hirers need to ensure that those using the Premises take due care. The PCC reserves the right to cancel a booking in these conditions – in this case any fee paid will be refunded.

- (d) During the hours of darkness it is the responsibility of the Hirer to familiarise themselves with the location of outside light switches. Whilst every effort is made to have the outside lighting operational, the PCC cannot guarantee this and Hirers should have torches available.
- (e) There is no access to a public telephone at the Premises.
- (f) Smoking is not allowed in any part of the Premises
- (g) If required by the PCC, the Hirer shall supply a risk assessment in respect of the event

## 6. **Conditions for the Use of the Premises**

- (a) A Hirer may not use the Premises for the purpose other than that specified in the booking form and agreed in the booking confirmation. The Hirer or their Guests must not, without first obtaining written consent of the Church Centre Manager, cause or permit :-
  - (i) the introduction of any electrical equipment or other works at the Premises, including amplification and lighting;
  - (ii) the use of any loudspeaker system or other equivalent outside the Premises;
  - (iii) the use of a barbecue at the Premises;
  - (iv) activities that may cause damage or uneven wear to the flooring, e.g. tap dancing, line dancing, clog dancing.
- (b) A Hirer may not cause or permit any alterations to fixtures or fittings, shall not append any notice, decoration or other item to the walls or ceilings nor the use of nails or screws on the floors, walls or other parts of the Premises.
- (c) The use of candles or naked flames is not permitted except celebratory cake candles.
- (d) The use of fireworks is not permitted.
- (e) The Hirer will conserve energy by use of lighting only as required and as practicable.
- (f) The maximum number of persons on the first floor must not exceed 60.
- (g) Any instructions regarding what furniture may or may not be moved must be strictly observed unless special arrangements have been made in advance.
- (h) Before vacating the Premises at the end of the hire period the Hirer shall ensure that:-
  - (i) all facilities have been left in a proper, clean and tidy condition with all furniture/equipment replaced in the storage positions;
  - (ii) any equipment belonging to the Hirer is removed or stored as appropriate;
  - (iii) all rubbish has been removed from the Premises;
  - (iv) all food has been removed from refrigerators/freezer;
  - (v) all lights have been turned off and the heating left as it was found;
  - (vi) all windows are securely locked and blinds closed.

- i) Hirers holding keys shall ensure the Premises are fully secured before leaving and that the security alarm has been set. Hirers not holding keys shall liaise with the appropriate Church representative to secure the Premises before leaving. If keys or alarm fobs are lost or damaged, the Church Centre Manager should be informed immediately. A charge for replacement keys or fobs will be made.
- (j) The Hirer shall be liable to the PCC for any damage, loss or extra cost resulting from failure to leave the Premises in a proper clean and secure condition.
- (k) The Hirer is responsible for obtaining any entertainment, performing rights, copyright, licence or other permissions necessary for activities to be conducted on the Premises during the period of hire.
- (l) The Hirer is responsible for the conduct of guests while in or adjacent to the Premises.
- (m) The Hirer must ensure that the event does not cause nuisance (especially noise nuisance) or damage to neighbouring property and does not inconvenience any other use in adjoining rooms.

## **7. Protection of Children and Vulnerable Adults**

- (a) The Hirer must 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. The Hirer must carry full liability insurance for this.
- (b) It is the responsibility of the Hirer to ensure that any necessary Child and Vulnerable Adult Protection checks have been undertaken before hire commences. The PCC does not accept any responsibility for the Hirer's failure to comply with this requirement.

## **8. Food and Beverage**

- (a) The premises are not licensed for the sale of alcohol. If alcohol is to be sold at the event, the Hirer is responsible for applying for a temporary event notice, which must be seen by a PCC representative before the event.
- (b) The kitchen is available to all Hirers for light refreshments. Hirers are expected to provide their own coffee/tea/milk etc. We encourage the use of Fairtrade products.
- (c) The Hirer is responsible for damages and/or breakages to any tableware, glassware and dinnerware provided as part of the hire of the Premises.
- (d) It is the responsibility of the Hirer to ensure that all statutory food requirements applicable at the time of the event are complied with.

9. **Audio Visual System & Equipment**

The Hirer may not connect in any way their own systems with those installed within the Church or Premises without prior authorisation from the Church Centre Manager. Should the Hirer wish to use the Church's inbuilt equipment, it must be booked well in advance and be operated by one of the Church's trained volunteers. A fee will be charged to cover wear and tear and the volunteer's time.

10. **Vehicle Parking**

- (a) There are a small number of parking spaces on site, including a disabled parking space, which is for the use of disabled badge holders only.
- (b) Hirers are responsible for ensuring that they and their Guests park with due care and consideration to others.

11. **Sanitary Facilities**

The main toilet facilities, including a disabled toilet and baby-changing facility are provided.

12. **General**

- (a) Notwithstanding anything contained in these Terms and Conditions the PCC will not be liable for any failure to perform its obligations to the Hirer in whole or part as a result of any of the following circumstances :-
  - (i) failure of supply of electricity or gas;
  - (ii) strikes;
  - (iii) other industrial action;
  - (iv) fire at or near the Premises;
  - (v) leakage of water or flood at or near the Premises;
  - (vi) civil unrest, dispute or commotion;
  - (vii) an act of God;
  - (viii) legal action against the PCC not resulting from its negligence preventing the supply of services.