

**PLEASE READ THIS DOCUMENT CAREFULLY
BEFORE MAKING A BOOKING**

St Paul's Church Hall, Lawn Road, Beckenham, BR3 1TP

TERMS AND CONDITIONS OF USE

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. Hire Fees and Damage Deposit

The fees should be given to the Church Administrator. The cost of hall hire is £30/hour, and there is a minimum hire session of 4 hours on Saturdays (including setting up and clearing up time) or a minimum of 2 hours for an evening booking. We ask for payment, by card, cash or cheque, when the booking is made, plus a damage deposit of £100 (also by card, cash or cheque). This is fully refundable following the booking, unless there is unreasonable damage, insufficient clearing up or rubbish has not been taken away with the User. In instances of unacceptable behaviour, the Parochial Church Council (PCC) also retains the right to withhold some or all of the damage deposit payment. *If paying by cheque, please make payable to 'St Paul's Church, Beckenham'.*

3. Cancellation

The PCC reserves the right to cancel the booking. Full refund of all fees will be made in the event of cancellation by the PCC. If an event is cancelled by the User, the £100 damage deposit will be refunded, plus the following:

- More than 14 days' notice – 100% refund less £10 admin charge.
- Between 2 days and 14 days' notice – 50% of the hire cost.
- Less than 48 hours' notice – No refund.

4. General Conditions of Use

(a) The maximum capacity of the Hall is 80 people.

(b) The PCC has an absolute right to refuse a booking, and we do not take Sunday bookings.

(c) All bookings must end by 10pm at the latest (including clearing up time). All property of the User and its agents must be removed before the end of the period of authorised use. This means the Hall must be empty at this time. The PCC may sell and retain the proceeds of any property left after the period of authorised use, or store it and charge the User for such storage at the option of the PCC.

(d) The User must not leave the hall until they have seen the church volunteer who is locking up for them.

(e) The User is responsible for the proper conduct of everyone using the Hall during the period of use and shall do its best to prevent anyone causing an annoyance or inconvenience to other persons. In particular, the User must keep noise to a reasonable level, having regard for any surrounding residents. Parties with discos or live music groups should keep the main doors closed for this reason. The PCC or its authorised representatives may stop any meeting, entertainment or function, which it deems is not being properly conducted.

(f) The User is responsible for the proper conduct of children attending its function and shall do its 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 Hall on Lawn Road being used for play. The garden area on Brackley Road may be used by permission and at the User's own liability.

(g) Children must not be allowed in the Kitchen, for safety reasons.

(h) The Hall may not be used under any circumstances for the sale of alcohol. The permission of the Churchwardens must be received if wine or beer (no spirits) is to be served. Please see details below.

(i) **Smoking is not permitted** in any buildings, hall, toilets or kitchen which form part of St Paul's Church, Beckenham.

(j) **Bouncy castles are not permitted** in the hall, for safety reasons.

(k) Confetti is not permitted in the hall.

(l) The User must ensure that the terms of every statute authorising or regulating how the Hall is used are complied with and that any work to the Hall which any authority acting under any statute requires is done and that any licence or registration which is required or which the PCC requires 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 (subject also to condition (h) above).

(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.

(v) compliance with the conditions of such requisite licences.

The User shall keep the PCC fully indemnified against all losses and demands made against or suffered or incurred by the PCC arising out of all such matters. The Hall has no Premises Licence. If the PCC has given written permission, the User may apply for an appropriate Temporary Event Licence to the appropriate Council Licensing Department for a specific approved use or for an agreed period. The User must provide a copy of any such Temporary Event Licence to the PCC immediately and ensure that its requirements are complied with.

(m) All advertisements and publicity for functions held in the Hall must clearly display the name of the person or organisation holding them.

(n) No nails, screws, bolts etc. may be driven into the walls and fixtures of the Hall; and no equipment, furniture or any structures or decorative lighting, posters, placards or notices may be taken into the Hall, or placed or displayed outside it or used there without the previous consent of the PCC, or its sub-committee responsible for the Hall. If you wish to attach anything to the wall, 'Blu Tack' or other non-invasive fixative may be used but must be removed at the closure of the event.

(o) The User is responsible for all damage done to the Hall (and any fixtures, fittings, furniture and any other articles in it) during the period of use, whoever may have caused the damage. All damage and breakages must be reported immediately to the Church Administrator.

(p) The User agrees to pay all such rates, taxes, assessments and other liabilities as may be imposed upon the PCC 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 PCC 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.

(q) The Hall must be cleaned and all crockery/jugs/cutlery washed up and put away; 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 the adult chairs should be stacked in 10s, facing the wall.) The floor in the Hall and kitchen must be swept (and mopped if necessary). Any kitchen appliances must be turned off and left clean, and the fridge/freezer doors closed. (Please note the dishwasher is not available to Users.)

Please note that the User needs to bring bin bags with them and that it is the responsibility of the User to remove their rubbish from the Hall, including the surrounding area. In particular, the User may not place rubbish in the bin by the driveway in Lawn Road, as the foxes take rubbish out and leave it strewn over the pavement and verge. Clean and empty bottles and cans may be placed in one of the recycling bins, and the PCC encourages the User to dispose of their rubbish by composting or recycling where practicable. If the User fails to observe these conditions the PCC may perform it on behalf of the User and recover the cost from (or when any work is

carried out by an employee of the PCC may make a charge to) the User. Please also note that any helium balloons must be taken away with the User; we recommend that long string is attached, to make this possible.

(r) The benefit of a booking may not be assigned or transferred (in whole or in part) and the Hall or any part of it may not be used by any person other than the User.

(s) The PCC does not warrant that the Hall is fit either legally or physically for the suggested use.

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

(u) The User must ensure that there is a minimum of two (ideally four) competent attendants on duty at the Hall during the event, none of whom shall be less than 18 years of age. If children are present, the ratio of responsible adults per number of children must comply with LEA guidelines.

(v) 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.

(w) No cooking appliances must be brought into or used in any part of the hall. Highly flammable substances are not to be brought into or used in any part of the Hall, nor are internal decorations of a combustible nature (e.g. polystyrene, cotton wool etc) to be erected without the consent of the PCC. If electrical appliances are brought into the Hall by the User then the User must ensure that these items are safe and in good working order and used in a safe way.

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

(y) The Pre-school garden (behind the Hall) is not to be used by the User.

(z) Dogs are not permitted to be in the hall.

5. Toilets

There is a disabled toilet in the church hall, which can be used by the User. There are also three toilets in the corridor between the church and the hall, which can be accessed from the hall by the User. Please note, however, that these three toilets may also be used by people who are in the church at the time of hire. If the User would prefer not to use the toilets in the corridor, they may bolt the door from the hall to the corridor and just use the disabled toilet.

6. Child Protection

(a) The signed current Child Protection policy is posted in the Church Hall. The User is required to read this and ensure that it has its own Child Protection Policy and procedures that are consistent with these standards.

- (b) 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 PCC accepts no responsibility for the User's failure to comply with these requirements.
- (c) The User is responsible for the ratio of responsible adults to numbers of children as required by the Local Education Authority.

7. Protection of Vulnerable Adults

It is the responsibility of the User to ensure the protection of any vulnerable adults using the Hall.

8. Insurance

The Hall is insured by the PCC for any claims due to negligence on the PCC's part. However, the User is advised to take out its own insurance, to cover any other claims which may arise in relation to its use of the Hall.

9. Disclaimer

The PCC, its agents and servants shall not be liable to the User or to any person using or entering the Hall for personal injury or for damage to, loss or theft of any property brought into the Hall, however it may be caused. The User shall indemnify the PCC, its officers, agents and servants against all claims made by, and liability to, any person in respect of such damage, loss or theft.

10. Parking

- (a) All vehicles are parked at owners' risk. The PCC is under no liability for loss, theft or damage to vehicles parked in the Church grounds.
- (b) The User and those authorised by it may use the church hall drive in **Lawn Road** for unloading and loading only. Under no circumstances may the church drive in Brackley Road be used.
- (c) 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 an 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 a public access defibrillator outside the Church Hall.

12. Emergency Telephone Numbers:

Churchwardens: Anne Harkness – 07768 992559

Anthea Prendergast – 07811 530230

13. Rights of Access of PCC

The members of the PCC and any persons authorised by them shall have the right to enter any part of the Hall/Room(s) at all times during the period of use.

