

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

BROMLEY PARISH CHURCH ROOMS

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. Deposit

The User must pay a minimum deposit of £75 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.

After the agreed booking, the deposit will be returned to the User less the amount of any unpaid fees and any compensation for damage or breach of any of these conditions.

In the case of a regular hiring, any report of irresponsibility on the part of the User may result in the forfeiture of the deposit and the hire agreement being suspended pending the advice of the Churchwardens.

3. Cancellation

The User or the Parochial Church Council (PCC) can cancel the booking not less than one month before the booking date. Full refund of all advance deposits and fees will be made in the event of such cancellation, but no responsibility will be accepted for any other expenses which the user may have incurred, or be liable to pay in connection with the hiring.

The deposit will not be returned if the User cancels the booking less than one month before the reserved date.

4. Hiring Fees

The fees should be paid to the Lettings Agent not less than one month before the date of use, or by monthly, quarter or annual payments, in advance, as agreed with the Lettings Agent. In the event of non-payment by the appropriate date, the booking will be cancelled and the deposit forfeited.

5. General Conditions of Use

Use of Lounge/Clubroom/Committee Room (max. capacities 80/80/15 people, respectively).

- a) The PCC has an absolute right to refuse a booking.
- b) On no account must the above numbers be exceeded.
- c) All bookings must end at Midnight.
All property of the User and its agents must be removed before the end of the period of authorised use. This means the accommodation 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 is responsible for the effective supervision of the arrangements and activities in the Church Rooms during the period of hire, and for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises to other users of the Church or Church Rooms, or residents in the area. The PCC or its authorised representatives may stop any meeting, entertainment or function, which is not properly conducted.
- e) 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.

- f) Children must not be allowed in the Kitchen for safety reasons.
- g) No alcohol shall be consumed on the premises without the prior written agreement of the Church Rooms Management Committee.
- h) Music reproduction equipment is only to be used with the written permission of the Church Rooms Management Committee. Where a Music and Dancing Licence and/or a licence from the Performing Rights Society are required or any licence as is necessary to allow the suggested use, the User is responsible for obtaining them and will indemnify the PCC from responsibility if copyright is infringed.
- i) All advertisements and publicity for functions held in the Church Rooms must clearly display the name of the person or organisation holding them.
- j) No nails, screws, bolts, etc. may be driven into the walls and fixtures of the Church Rooms. No Church property may be moved from room to room without permission. If permitted to be moved, it must be returned to its former place or storage area, if appropriate.
- k) The User is responsible for all damage done to the Church Rooms (and to any Fixtures, Fittings, Furniture and other articles there) during the period of use, whoever may have caused the damage. All damage and breakages must be reported to the Lettings Agent without delay.
- l) The Church Rooms must be vacated, all windows having been shut, all taps, lights, electric switches and equipment turned off and the doors locked BEFORE the expiry time stated on the Hire Agreement. The rooms hired must be cleaned, all crockery 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. The floor must be swept and if necessary wet-mopped.
- m) It is the responsibility of the User to remove all rubbish from the Church Rooms, including the surrounding area. If the User fails to observe these conditions, the PCC may remove the rubbish 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.
- n) The User may not sublet or assign the benefit of any hiring of the Church Rooms.
- o) The PCC does not warrant that the Church Rooms are fit either legally or physically for the proposed use.
- p) The user must ensure that the Race Relations Act 1976 and the Sex Discrimination Act 1975 are complied with.
- q) The User must ensure that there is an appropriate number of competent attendants on duty at the Church Rooms during any event involving younger people, none of whom shall be less than 18 years of age. If the younger people are of mixed gender, supervisors must be male and female.
- r) The User must comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority or Local Magistrates' Court in connection with the event.
- s) Highly flammable substances are not to be brought into or used in any part of the Rooms nor are internal decorations of a combustible nature (e.g. polystyrene, cotton wool) to be erected without the consent of the PCC. If electrical appliances are brought to the Church Rooms by the User, the User must ensure that these items are safe and in good working order and used in a safe way.

- t) If food is to be prepared, served or sold, then the User must observe all relevant food health and hygiene legislation regulations and thoroughly clean all working surfaces before leaving.
- u) Smoking is not permitted in any part of the Church Rooms, toilets or corridors.

6. Child Protection

The User shall ensure that any activities for children comply with the provisions of the Protection of Children Act 1999, the Children Act 1989 and any other relevant legislation, together with any conditions required by Social Services, and that only fit and proper persons have access to the children. The User shall 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.

The Church's signed current Child Protection Policy is posted in the Church and the Church Rooms. A copy is reproduced overleaf. Users are required to read this and ensure that they have their own Child Protection Policy and procedures that are consistent with these standards.

7. Protection of Vulnerable Adults

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

8. Insurance

The Church Rooms are fully covered for any claims due to negligence on the PCC's part. However, the User must take out his/her own insurance to cover any other claims which may arise in relation to their use of the accommodation.

9. Disclaimer

The PCC, its agents and servants shall not be liable to the User or to any person using or entering the Church Rooms for personal injury or for damage to, loss or theft of any property brought into the Rooms, 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

Parking within the Church grounds is not permitted.

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. Users should ensure that they have access to a mobile phone during the period of hire or alternatively make themselves aware of the nearest public telephone.
- 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) The User must familiarize him/herself with the location of fire exits, fire extinguishers and the fire blanket in the kitchen before using the Rooms.

12. Emergencies and Enquiries

Please ring Mrs Alison Kay (020 8777 4164) or Mr Tim Yeo (020 3489 9474)

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 Church Rooms at all times during the period of use.

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