

**ALL SAINTS' CHURCH CENTRE**  
**(including Licensed Bar)**

**CONDITIONS OF HIRING (Single Booking)**

**References in these Conditions to the Centre shall be deemed to include the Church Centre and the Community Buildings where applicable.**

**1. Applications to Hire the Centre Facilities:**

All applications for the hire of the Centre (which shall mean the rooms specified in the hiring agreement, the access thereto, and the toilets) shall be made to the Centre Manager telephone no. (0121) 308 6869.

Subject to approval of the application on behalf of the All Saints' Parochial Church Council (hereinafter called the PCC), the hirer shall complete and sign a Centre Hiring Agreement Form. The hirer shall be the person named on the form and shall be liable for and take responsibility for the function. Where an organisation is named on the Form, that organisation shall also be bound by these Conditions of Hiring, and its authorised officer shall sign the form.

**2. Returnable Deposit**

A returnable deposit is payable in addition to the hire charge. This will be either £30 for hiring charges up to £150 or £50 for hiring charges over £150. This acts both as a booking reservation fee pending payment of the full hire charge and also as surety for any damage or other costs incurred by the PCC as a result of the hire. The initial payment must be paid at the time of signing the Hire Agreement Form and is returnable **only after the function has been completed**, subject to the provisions of Clauses 4 or 12 below. The payment can be returned by bank payment.

**3. Hire Charges**

**Hire charges must be paid in full in advance of the booking. These can be made using a debit or credit card, bank payment or with cash.**

**Hire charges can be made using a debit or credit card, bank payment or with cash will be accepted up to eight days before the function, unless previously agreed by the Centre Management Team.**

**Card payments can be made in person.**

**If no payment has been received by this time, it will be assumed that the hirer no longer wishes to proceed with the hire and the provisions of Clause 4 will apply.**

Details of the current hire charges and session times are obtainable from the Centre Office.

**(Note: session times include the time for setting up and clearing away)**

If required, rates for additional time required by the hirer to set up or clear away may be negotiated. Otherwise the hirer may not use or enter the premises outside the session times.

**4. Cancellation by the Hirer**

If a function is cancelled by the hirer after the hiring agreement form has been signed and the £30/50 Returnable Deposit received the PCC will retain the Returnable Deposit. If the function is cancelled with less than 8 days' notice, the PCC will retain both the total hire charge and the £30/50 Returnable Deposit. Otherwise, the hire charge will be returned but the Returnable Deposit will be retained.

**5. Cancellation by the PCC**

The PCC reserves the right to have priority use of its Church Centre in the event that it is required for occasional church events. Normally at least one month's notice of this requirement will be given to the hirer and the PCC will not be liable to the hirer for any inconvenience, damage or consequential loss.

Also the PCC may cancel this booking immediately without incurring any liability to the hirer for any inconvenience, damage or consequential loss, if either before or on the date that the hiring is to be provided, the Committee finds or has reason to believe that the hirer has:

- a) provided misleading information as to the nature of the event or the organisation on whose behalf the booking has been made.
- b) failed to disclose any information the Governance Board reasonably holds to be material to its acceptance of the booking,

## 6. Failure of Equipment or Services

The PCC shall not be liable for any loss by the Hirer or others resulting from failure of the Centre's equipment or services, nor as a result of any event outside the reasonable control of the Committee which may cause the Centre to be temporarily closed or the hiring to be interrupted or cancelled.

## 7. The Licensed Bar

The Centre Bar is available during its opening hours within the period of hire. However, the hirer does not have exclusive use of the Bar and paid-up members of the Centre Bar have access to the bar/lounge during opening hours.

Entry by the hirer or his guests to the area behind the Bar is prohibited.

The hirer shall be responsible for ensuring that good order is kept in the Centre and surrounding areas during the hire period and no-one under the age of 18 years purchases or consumes alcohol. It may be necessary to show proof of age. The Bar Staff are required under the terms of the Bar License to give such directions as they consider necessary for the maintenance of good order and/or for the protection of the Centre, its contents, and surrounding areas. Failure to comply will result in the immediate termination of the function without compensation.

**When the bar is hired outside of normal opening hours there will be a charge, which is detailed in our price list.**

All alcohol shall be purchased from the Centre Bar, as well as soft drinks when the bar is open.

Specific drinks and wines may be requested for an event. Requirements should be ordered in consultation with the Bar Steward. The Centre Managers will advise the Bar Steward to contact the hirer for detailed discussion on his/her requirements.

**When the Centre Bar is not open, hirers and their guests are not allowed to bring in and consume alcohol on the premises.**

## 8. Catering

Hirers may choose to select a caterer from the Centre's Approved list of caterers with whom a code of practice has been agreed. Approved caterers are permitted to use the kitchen facilities, other caterers are not. If hirers wish to engage a caterer of their choice an agreement must be signed by that caterer.

A hirer may choose to cater for themselves. The self-catering hirer will be provided with a Self-Catering Supplement to these Conditions of Hiring and this should be read very carefully.

**A charge will be made** for the use of the kitchen in both situations – see our price list for details of this charge.

## 9. Health & Safety

Hirers are reminded that they are responsible for any accident or injury arising out of the activity for which they have booked the premises. It is the responsibility of the hirer to ensure that the premises are safe for the purposes for which they intend to use them. Hirers of the Church Centre or the Community Buildings 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 hirers after the event.

An Accident Book is provided in the Centre Office for this purpose and the following information should be recorded:

- Name, address and telephone number of person(s) injured
- Exact time and place of the occurrence
- Detailed description of the occurrence, including a description of any apparatus or equipment involved
- Name, address and telephone number of any witnesses
- Signed witness statements if possible.

Any apparatus or equipment involved must be retained for inspection.

The hirer shall be responsible for the safety of his/her group and is required to make himself/herself aware of the health and safety issues as they affect their group e.g. fire exits.

**Please note that children are not allowed in the kitchen and staff will enforce this rule.**

#### 10. Safeguarding of children, young people and vulnerable adults

The Hirer shall abide by the PCC of All Saints' Church, Four Oaks Safeguarding Policy, signing the statement provided at the end of this agreement. This acknowledges that this policy has been seen and that all concerns relating to vulnerable groups will be reported to the relevant statutory authority. (Contact information is available from the Centre Office as well as in our monthly Parish News and shown on a poster in the Centre if there are any concerns).

#### 11. Access to the Centre by the PCC

Members of the PCC and employees of the Centre shall have access to all areas of the Centre at all times including throughout any period of hire.

#### 12. Liability for Loss, Damage or Injury.

The Hirer is advised that the Church Centre's insurance does not indemnify the Hirer against the consequences of any activities the Hirer may undertake whilst using the premises. It is the responsibility of the Hirer to arrange their own insurance against damage to the premises or liability to third parties. In the case of individuals hiring the premises for a private function or functions, they should check with their household insurers to ensure that the public liability cover would extend to include the organising of such events.

The Hirer shall be liable for any loss or damage to property or injury to persons that may occur on the Centre premises (and the grounds surrounding the same) where such loss or damage to property or injury to persons is associated with the hire.

**The Returnable Deposit of £30/£50 will be held by the PCC until after the function and then it will be returned to the hirer as soon as possible, provided that:-**

1. There has been no damage or breakages to property including buildings, contents and outside areas.
2. The Centre has been left clean and tidy
3. The function has ended on time with all clearing away completed within the period of hire.

Should damage or breakages to property including buildings, contents and outside areas occur, or should special cleaning be required, or should the function not end on time with all clearing away completed within the period of hire, then the PCC shall decide what costs if any it has incurred and shall deduct such costs from the £30/£50 Initial Payment. All invoices for any costs incurred in excess of £30/£50 shall be paid in full by the hirer within seven days of the invoices being delivered to them.

#### 13. Use of Disco or other sound amplification equipment

Hirers are permitted to use their own disco or sound amplification equipment provided that it is not used in such a way as to disturb nearby residents.

In particular the use of "Sub Bass" equipment is prohibited and the general level of sound should be limited to 90 Decibels. Requests from Centre Staff to reduce the volume must be obeyed immediately.

The hirer needs to be aware that sound volume is controlled by installed equipment which will cut the power to the speakers when the limit is exceeded. The power may only be returned after contacting a member of staff.

#### 14. Other Obligations of the Hirer During the Period of Hire

- a) Not to undertake any activity on the Centre premises or adjoining grounds which would either denigrate the Christian faith or bring the Church of England or any of its officials into disrepute nor to undertake any activity which is unlawful or (in the opinion of the PCC) dishonest in any way.
- b) Not to undertake any activity on the Centre premises or adjoining grounds which would express or promote discriminatory views in relation to the protected characteristics listed in the Equality Act 2010 or to promote or glorify terrorism as recommended in the No Platform Policy of Birmingham City Council.

- c) Neither to commit or permit any nuisance, annoyance or disturbance on either the Centre premises or the grounds adjoining the Centre and in particular to conduct all activities so as not to disturb any service in the Church or any Church activity in the grounds.
- d) To report to the Bar Staff or the Centre Secretary any damage done to the Centre or any malfunction of equipment therein.

#### 15. General

- a) The PCC shall not be liable for any loss or damage to any property brought into the Centre or onto the surrounding areas including motor vehicles and their contents, or for any loss or injury to any person or persons attending the Centre.
- b) Vehicles may be parked only on the designated car parking areas
- c) The Church and the Church grounds do not form part of the hire and may not be used as an extension to the Centre facilities under any circumstances.
- d) No fixings, temporary or otherwise including 'Blutak' or 'Sellotape', may be made to the walls or the ceilings of the Centre.
- e) No advertising material or other displays outside the Centre or Church are allowed without prior agreement.
- f) The Hirer shall obtain all necessary copyright licenses as appropriate and shall indemnify the Committee against any claim or claims, which may be brought as a result of the Hirer's failure to do so.
- g) All requirements for electrical power must be agreed beforehand and no portable equipment may be brought into the Centre without prior permission. All trailing leads to electrical equipment shall be appropriately protected. The hirer shall be responsible for any insurance necessary on permitted equipment.
- h) The hirer shall not sub-let the rooms hired or any part thereof.
- i) **The hirer shall be responsible for the setting out of all chairs, tables, staging etc. These must be returned to their place of storage in accordance with the plans provided within the period of the hire**
- j) The use of bouncy castles or other inflatables, fly walls, bungee equipment or any other similar activity equipment is prohibited without appropriate insurance which must be agreed between the hirer and the supplier of the equipment. The Centre is not responsible in any way for the insurance.
- k) The hirer shall vacate the Centre promptly at the end of the hire period (which period includes all time necessary to clear away) and shall remove any items brought to the Centre unless prior approval has been obtained.
- l) No exits or corridors shall be blocked or fire appliances removed or tampered with.
- m) Emergency doors must **not** be opened except in cases of emergency, or, by agreement in order to bring in or take out equipment.
- n) Smoking is not permitted in the building, in the children's play area, or in the surrounding area of the Church or Centre particularly near doors and windows.
- o) The use of e-cigarettes is not allowed anywhere in the Church Centre
- p) All Saints' Church has a 'No Tolerance' Drugs Policy displayed on the notice board at the entrance to the Church Centre and this will be strictly enforced.
- q) Use of the Play Area outside the Centre must be by agreement at the booking stage of the hiring. Children must always be supervised by an adult. No animals are allowed in this area, unless by prior agreement, and shown on the hiring agreement.