

Amersham Free Church
Use of the Premises by Outside Bodies
Booking Terms and Conditions of Use



Definitions

In these terms and conditions:

- (i) Amersham Free Church is the charity registered in England number 1137287 and is referred to as "AFC".
- (ii) Individuals or groups with no affiliations or formal links with AFC are referred to as "Outside Bodies".
- (iii) References to the "Church Administrator" and the "Church Treasurer" are to the individuals appointed to those positions from time to time by AFC (who may change).
- (iv) 'User' or 'Hirer' refers to the individual with whom any booking is agreed and shall include the group or body (if any) in whose name such individual makes the booking whose authority to make the booking must be held
- (v) "duration of use" shall be deemed to include setting up and clearing up time so that it shall commence upon entry and finish upon departure of the Hirer or anyone who comes onto the premises on behalf of the Hirer
- (vi) "used exclusively" shall not be deemed to indicate any right of the Hirer to exclude any representative of AFC from any premises.

Booking Terms

- 1 AFC, through its Trustees represented by the Church Administrator, reserves the right to:
 - a. refuse an application for a premises booking without giving any reason.
 - b. cancel a premises booking in the event of the premises booked being required by AFC for the purposes of a specific church event (e.g. a funeral) arising at short notice or of a repair having to be carried out in the premises booked (in which case any payment made in relation to that booking will be refunded). In order to maintain maximum flexibility of its premises for the use of the church and its associated organisations, any bookings by Outside Bodies for a date more than 6 months ahead will be regarded as only a provisional booking until 6 months before the date booked when it shall become a firm booking.
 - c. enter upon any of its premises at any time during the period of any booking.
- 2 All applications for the use of any of the church premises shall be made to the Church Administrator and shall specify:
 - (i) the premises required to be used exclusively (including entrances kitchens and serveries);
 - (ii) the premises required to be used in common with others (including entrances, washrooms);
 - (iii) the proposed use of premises to be used exclusively;
 - (iv) the time of commencement of, and total duration of use of, the booking (including preparation and clearing up time).
- 3 The charge for a booking shall be notified to the applicant prior to the booking being confirmed and if the applicant then proceeds with the booking this will be deemed to have been agreed and the amount will be invoiced to the applicant (such invoice to be paid at least one week prior to the date of use to which it refers [unless another arrangement has been agreed with the Church Administrator], failing which the booking shall be treated as having been cancelled). In the case of a regular or block booking the charge for each occasion shall remain the same unless and until varied by the Church Administrator by three months' written notification to the Hirer. In either case payment of the charge notified/invoiced shall be deemed to indicate acceptance of these Terms and Conditions by the Hirer (whether or not a Confirmation of Acceptance in the form set out at the end of these Terms and Conditions has been signed by the Hirer) .
- 4 Repeat /block bookings on a weekly or calendar monthly basis may be made for an indefinite period which shall be ended by the Hirer giving 2 months' notice of permanent cancellation or the Church Administrator giving 2 months' such notice (but so that a cancellation under clause 1 b

shall only apply to the date(s) specified at the time of notification of the need to cancel and the repeat/block booking shall be regarded as being resumed after such date(s) has/have passed). It is an express condition of all and any bookings that no lease or letting shall be considered to be in, or come into, existence as a result of the hiring (whether regular or occasional) of any of AFC's premises for one or more occasion or any renewal of any booking.

- 5 At the discretion of the Church Administrator a £30 deposit may be added to the invoice submitted to a Hirer making a single booking as security against cancellation or damage and this will be repayable following completion of the hiring if no damage occurs and the premises are left clean and tidy but otherwise subject to a deduction of:
- (i) the cost of making good any damage to premises, appliances or effects which may occur during the period of the hiring (which damage the Hirer shall report to the Church Administrator without delay); and
 - (ii) a charge for any cleaning and tidying thought by the Church Administrator to be necessary at the end of the hiring at the rate of £13 per hour or part of an hour.
 - (iii) a reasonable charge for the removal of any rubbish left by the Hirer on the premises at the end of the period of hiring.
- In the event of such amount(s) or the total of them exceeding the deposit the Hirer shall be liable for paying the balance upon demand.
- An additional (specified) charge will be made for use of certain items of AFC equipment (e.g. the sound system) which the Church Administrator agrees at the time of booking will be made available for the period of hire and this may result in the amount of the aforementioned deposit being increased (in which case the above terms will apply equally to the larger deposit).

Conditions of Use

- 1 After use, the premises must be left clean and tidy with furniture and equipment placed/laid out/put away as indicated in the photographs/instructions displayed in each room and with:
- (i) windows closed;
 - (ii) curtains drawn back;
 - (iii) blinds pulled up; and
 - (iv) heating, appliances and lighting returned to the settings found on arrival
- Users hiring the premises for use on a Saturday may be charged a supplement to cover the cost of toilet and floor cleaning in preparation for use of the premises on the following day.
- 2 Users, having been given initial advice in this respect by the Church Administrator, are required to observe all fire/emergency regulations relevant to the premises used (including those displayed in any part of the buildings to which the Hirer shall have access and also those contained in Appendix 2 and any revision thereof which has been notified to the Hirer) e.g. regarding fire exits, signage, directions to be given, assembly areas etc.
- 3 Space in AFC's car park (which is not guaranteed) may be used (but not exclusively) by, or for the purposes of, the Hirer during (and only during) the period of hire when the Hirer shall have the responsibility of ensuring correct use of the car park by persons visiting the premises booked (including the one way system, prohibited parking areas etc). Use of the car park, outside the duration of the period of hire is *not permitted*. AFC accepts no responsibility for any damage done to any vehicle or person in or using its car park.
- 4 If the booking includes use of the kitchen and/or servery all crockery, utensils and equipment must be left clean and replaced in the designated storage areas and all food hygiene regulations must be observed. No toxic or unhygienic rubbish shall be kept on the premises and all other rubbish shall be stored temporarily in black plastic bags and removed prior to the end of the period of hire – failure to do so will result in the hirer becoming liable to pay a removal charge. No food or drink may be left in any fridge or freezer or otherwise on the premises outside the period of hire and any that is left will be treated as abandoned. The Hirer shall provide all linen (table cloths, tea-towels etc.) that may be required for the Hirer's own use.
- 5 The Hirer shall not plug any of the Hirer's own electrical equipment into any socket in the

premises without prior agreement with the Church Room Bookings Manager.

6 The sale or supply of alcohol on church premises without the express consent of the Church Administrator is strictly forbidden and permitted consumption is subject to the rules, details of which are set out in Appendix 1 incorporated in the attached booking form which must be observed in all respects.

7 Any form of gambling is forbidden in the church sanctuary. Elsewhere on the premises raffles, tombolas, lucky dips and similar are permitted provided that:

- (i) the activity and its conclusion are limited to the time of the hiring and there is no advance publicity (whether on tickets or otherwise);
- (ii) the charge for each participation does not exceed £1;
- (iii) neither cash nor alcohol is included in any prize; and
- (iv) it is made clear that they are not organised by AFC.

8 Neither smoking nor the use of naked flames (except those of the fixed cooking hob in the kitchen when being used for cooking), candles etc. (except for cake candles and similar) is permitted on any part of the premises

9 The premises are not available after 10.30pm unless specifically agreed and users are required to ensure that there is no disturbance, noise etc, to neighbours at any time

10 Where the hiring involves children under the age of 18 years the users are required to be familiar with, and compliant with, the Home Office Code of Practice 'Safe from Harm'.

11 There will be no facilities for on-site storage of Hirers' materials or equipment unless expressly agreed by the Church Administrator at the time of hiring.

12 Hirers must obtain all and any licences from / give all notices to appropriate or statutory licensing authorities that may be required for the proposed use of the premises or activities, performances or use of equipment within the premises (including Temporary Event Notices for the purposes of regulated entertainment as prescribed by the Licensing Act 2003 and licences in relation to performing rights, copyright and other relevant aspects) and where required these shall be prominently displayed on the premises throughout the period of the hiring. In the event of an objection being received following the giving of a Temporary Event Notice the activity objected to shall not be permitted to take place.

13 Where only part of the building comprising AFC is to be used the Hirer shall have no access to/shall not permit others entering the premises for the purposes of the Hirer to have access to other parts (except entrance/access ways, toilets, or in case of emergency).

14 All necessary care shall be taken of any key to AFC premises which is made available for the purpose of any use and it shall be returned to the Church Administrator (or other designated person) immediately following such use or (in the case of regular users) upon demand. In the event of any key being lost the User shall notify the Church Administrator without delay and shall pay the cost of replacing all locks to which it relates and providing a sufficient number of new keys for those locks.

15 The user shall take reasonable steps to ensure that the building comprising AFC is kept secure at all times during the period of the booking (for example by monitoring use of the entrance doors or by ensuring they are locked when not guarded during this period) and at the end of the hiring shall ensure that the premises have been fully vacated and that all lights taps etc have been turned off, and shall leave the exterior doors of the building locked.

Insurance and Other Liabilities of Respective Parties

1 AFC will not accept responsibility or liability for loss or damage to any property or vehicle or individual within the building or its curtilage except in so far as the same is proved to have been caused by breach of statutory duty by AFC, its Trustees, or any of its servants or agents for whom it is liable. Users will ensure that they hold valid insurance in a sufficient amount to cover their own liabilities for damage to third parties and their property, and including the property of AFC, and the Church Administrator reserves the right to request sight of the User's insurance policy.

2 Users are responsible for satisfying themselves by *undertaking and recording* an appropriate risk assessment (which the Church Administrator may ask to see in advance of a booking being agreed/taking place) that the premises and equipment hired are suitable and safe for the purposes for which they are used, and that they are maintained in such condition during the duration of the hiring. Any damage to, or malfunction of, property or equipment, or injuries to person(s) arising from use of the premises or equipment must be notified to the Church Administrator within 24 hours of the event, and, where appropriate, payment made within one month of demand to cover the full cost of making good damage (including where appropriate loss of use or losses arising as a result of cancellation of other bookings).

3. Health and Safety Policy for Amersham Free Church

The overall responsibility rests with the Elders. Day-to-day responsibility for ensuring the policy is put into practice lies with the Property Steward and all group leaders, both church and non-church.

In the event of an accident it should be recorded in the accident book kept on the bookshelves in the hall vestibule. The records in this book will be reviewed at every Elders' meeting. The First Aid box is situated in a cupboard on the right at the beginning of the long corridor.

Governing Body

The decision of the Trustees of AFC as to the interpretation of these conditions of use, and the hirer's observance of these conditions, shall be final and conclusive.

Updated January 2021

Please ensure that you read the AFC room hire 'Terms and conditions' and if alcohol will be available at the booking please refer to 'Rules concerning use of alcohol on the premise'. By placing this booking you are confirming that you will comply with the terms and conditions of hire of the premises.

Please also ensure that you have read the information regarding 'Arrangements in the event of a fire or other emergency procedure'. Hirers and users of the premises are required to make themselves aware of the arrangements to be followed in the event of fire or some other emergency which may potentially expose occupants and premises to damage, injury or loss.