ALL SAINTS CHURCH, CROWBOROUGH
BOOKING CONDITIONS
FOR CHURCH HALLS AND ROOMS

Updated 16 April 2021

All Saints PCC, Crowborough is a Registered Charity. No. 1134795

Conditions Applying to All Church Property, including:
The All Saints Church Centre, All Saints Halls Complex, Stables, Surrounding Grounds, Car Parks, Paths and Driveways

On receipt of a signed Booking Form at the All Saints Church Office, Chapel Green, Crowborough, East Sussex, TN6 1ED, a Hire Contract is deemed to exist between All Saints Church and the Hirer. The person who signs the Booking Form is responsible for ensuring compliance with the conditions given below.

1. **Confirmation of bookings:** The delivery of the application from must not be considered as a firm booking unless and until the booking is confirmed by the church office and any deposit is paid and cleared.

2. **Refusal of Booking(s).** All Saints Church reserves the right to refuse a booking without giving reasons or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days' notice in writing to the hirer.

3. **Deposit.** A non-refundable deposit of £25 or 25% of the hire fee (whichever is greater) is payable at the time of booking.

4. **Payments**. All associated costs of hiring are to be paid in advance of the booking. (Note some regular (more than four times a year) bookings may have different arrangements).

5. **Supervision.** The Hirer will during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents; their care, safety from damage however slight; or change of any sort and the behaviour of all persons using the premises whatever their capacity. The hirer shall be liable for all damages and costs incurred by the church or other hirers for any theft, malicious or accidental damage to the property during the period or hire.

6. **Area of Use**. The use of the premises by Hirers is restricted to the rooms and areas stated on the Booking Form. The Hirer shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

7. **Times of Use**. The use of the premises must be kept within the times shown on the Booking Form.

8. **Numbers Using.** The number of people occupying the hired room(s) must not exceed the number stated on the Booking Form.

9. **Public Liability Insurance.** 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 are <u>strongly recommended</u>** to seek independent third-party liability cover / public liability insurance in respect of the activity being promoted and in addition insure any contents owned, hired or brought into the premises by the Hirer.

10. **Access Arrangements.** Arrangements for access, unlocking and locking the premises should be confirmed with the Church Office. Hirers should ensure that all lights are turned off and all external doors locked closed and windows closed on leaving. It is particularly important to ensure that you have made confirmed access arrangements for bookings that occur outside of office hours by calling 01892 652081 a few days no later than two working days beforehand.

11. **Noise.** Due regard should be given to users of other rooms, i.e. intending Hirers should check with the Church Office that any noisy activities or loud music planned by them will be acceptable to other users before confirming the booking.

12. **Activity Noise.** Noisy activities and loud music must end no later than 11.00 p.m.

13. **Health and Safety**. The Hirer shall comply with all conditions, regulations and guidance made in respect of the premises by the Government, Fire Authority, Health Authority, Local Authority the Local Magistrates' Court, Church of England or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage play.
    a. The Hirers is expected to undertake risk assessments for their activities. Risk assessments should include risks caused by COVID and similar infections. It is recommended that you follow the Health and Safety Executive's guidance such as found at https://www.hse.gov.uk/simple-health-safety/risk/index.htm and https://www.hse.gov.uk/coronavirus/working-safely/index.htm
    b. The Hirers have the responsibility to make themselves familiar with emergency exits, muster points, fire extinguishers, first aid equipment and other Health & Safety facilities and to inform members of the user group accordingly. If in doubt, ask the All Saints Church Site Manager.
    c. 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.
    d. Hirers of the Church Centre/All Saints Halls 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 or illness as soon as possible after the accident or incident but in any case, before the premises are vacated by the hirers after the event. Accident Books are provided for this purpose and located in the Church Office, Church, Church Centre Kitchen, All Saints Halls Kitchen and the Stables office. Completed accidents forms should be returned to the Site Mangers or the Church Office.

14. **Advertising.** Advertising within Church premises is only permitted after agreement in writing from the Church Office. It is expected that this will only for directional signage during an event and would be removed at the end of the booking.

15. **Alcohol**. No alcohol is to be consumed on the premises unless by prior agreement with the All Saints Church Administrator. When permission is given, it extends only to alcohol provided free of charge and consumed as an accompaniment to meals. Alcoholic drink covers sherry, wine, beer (but not spirits). The setting up and running of a cash bar is not acceptable on Church premises without express permission of the Church Administrator. Should agreement be given then a Local Authority Temporary Event Notice will need to be obtained and exhibited to the

Church office prior to the event.

16. **Cancellation.** All Saints Church reserves the right to cancel this hiring for any reason including, but not limited to, the facilities being required for use for church purposes, maintenance, as a Polling Station for a Parliamentary or Local Government election or bye-election or as a result of guidance from Government or Local Government (e.g. due to COVID restrictions) or as a result of perceived risk due to COVID or other infections. All Saints Church shall not be liable to the hirer for any resulting loss or damage.

17. **Car Parking**. On site car parking may or may not be available. Vehicles parked in either of the Church car parks must be parked within the marked bays. All vehicles and their contents are left at owners' risk. No liability will be accepted by the Church for damage to, or theft from, vehicles while they are on Church property. Blue badges must be displayed in disabled bays. Parking in The Glebelands can cause congestion to traffic and Hirers should ask users to avoid parking there.
    Due to Planning Authority restrictions, parking behind the All Saints Church Centre (main church building) and use of the driveway by vehicles is not permitted between 6.00 p.m. and 9.00am. Hirers are responsible for seeing that these conditions are strictly observed. The gates to this car park may be locked anytime between 5pm and 9am so drivers should ensure they have removed cars by 5pm. Please note that **cars must not be parked on the roadway behind the All Saints Church Centre** as this would obstruct the access for Emergency Service Vehicles.

18. **Cleanliness/Tidiness**. The equipment and state of tidiness of the premises is to be left as found on arrival please unless other prior arrangements have been made with the All Saints Site Manager or Church Office. The hirer should allow sufficient time in their booking for setting up and clearing away including cleaning, sweeping the floors and carrying out a COVID clean before and after the event.

19. **Children.** The hirer is required to ensure that children are protected at all times, by taking all reasonable steps to prevent the occurrence of any injury, loss, damage or harm. Appropriate adult supervision should be provided.

20. **Compliance with the Children Act**. The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act of 1989 and that only fit and proper persons have access to the children.

21. **Damage.** The Hirer shall indemnify All Saints Church for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring. In the event of damage, the Church Office should be notified as soon as it is next open. In certain cases, the Church Office may request a security cash deposit be paid in advance of an event. This deposit is refundable provided that there is no damage caused or any breaches to our terms and conditions.

22. **Drunken Behaviour.** Excessive drinking and drunken behaviour is not acceptable on Church premises and persons disregarding this condition will be requested to leave the premises. Future bookings may be denied.

23. **Electrical Appliance Safety**. The Hirer shall ensure that any electrical appliances brought by the Hirer to the premises and used there shall be safe and in good working order, and used in a safe manner.

24. **Food**. All food, particularly that in "high risk" categories (meat, fish, eggs, fresh cream and other primary proteins), provided by the Hirer on the premises must be prepared and cooked to conform with Environmental Health, health and hygiene legislation and regulations. This does not apply to users bringing their own packed meals. All left over food should be removed when the booking ends and not left behind otherwise All Saints Church reserves the right to dispose of it as appropriate and charge for any costs incurred.

25. **Gaming, Betting and Lotteries**. Gambling, betting and lotteries or similar are not permitted on Church premises.

26. **Performance.** The hirer is responsible for ensuring that all necessary licences are in place.

27. **Sale of Goods**. The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales.

28. **Smoking.** Smoking is NOT permitted in any part of the buildings or grounds.

29. **Termination of Regular Bookings**. Hirers are required to give a minimum of 30 days' notice of termination of regular bookings. All Saints Church will endeavour to give 30 days' notice of Termination to Hirers with regular bookings except in cases of breach of these conditions, when immediate termination of the booking may be made.

30. **Unfit for Use**. In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired, All Saints Church shall not be liable to the hirer for any resulting loss or damage whatsoever.

31. **Neighbours**. Hirers should note the proximity of neighbouring properties and be considerate to residents by controlling noise outside the building, particularly after 10.00 p.m.