**ST EDWARD THE CONFESSOR, ROMFORDTop of Form**

**WYKEHAM CENTRE TERMS & CONDITIONS OF USE**

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

**N.B. Alcohol may be served but not sold on the premises. Please read the terms and conditions below, then sign and return:**

* **the application form as acceptance of the terms & conditions,**
* **full payment for the booking,**
* **the returnable deposit.** Bottom of Form

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 £200 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. The deposit is intended to cover £100 for any damages up to that value, a £50 cleaning fee should the Hall be left in an unacceptable state and a £50 fee for detaining the caretaker more than 20 mins beyond the agreed finish time. Assuming no problems and after the agreed booking, the deposit will be returned to the user less the amount of any unpaid fees.

3. **Cancellation**

The user or the Trustees can cancel the booking not less than 2 weeks before the booking date. For regular users 1 month's notice is required by either party. Full refund of all advance deposits and fees will be made in the event of cancellation. NB there will be no deposit returned if cancellation is less than 1 week before the reserved date.

4. **Hiring Fees**

(a) The fees should be paid to the Bookings Secretary on [office@stedwardsromford.com](mailto:office@stedwardsromford.com)

not less than 1 week before the date of use, in advance, as agreed with the Bookings Secretary.

All cheques should be made payable to the: **The Wykeham Centre and Church House**.

For BACs payments, please transfer all monies to the following:

**The Wykeham Centre and Church House;**

**Nat West, Sort Code: 60-18-01**

**Account Number:14946548.**

(b) The Bookings Secretary will supply details of hiring fees.

5.1 **Use of Hall (**maximum capacity of 100 people).

(a) The Trustees have an absolute right to refuse a booking.

(b) All bookings must end at 9pm (Monday-Friday) and 11pm Saturday.

(c) Weekend and evening bookings will incur an additional caretaker fee of £40.

(d) The user is responsible for the proper conduct of everyone using the Hall during the period of use and shall do his/her 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 Trustees or their 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 and prevent the use of the area at the front of the Hall.

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

(g) The Hall may not be used for the sale of alcohol.

(h) 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 Trustees require 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

(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. In this regard the user will not undertake or permit to take place any licensable activity (sale of alcohol, the provision of regulated entertainment or late night refreshment) on the premises without first having applied for (at least 14 days prior to the event) and obtained a temporary event notice pursuant to the Licensing Act 2003. The user will not apply for a temporary event notice without the prior written approval of the PCC. The user will supply the Trustees with a copy of any temporary event notice issued, as soon as possible and in any case before the event. The user will comply with the terms of any temporary event notice and also with the terms of the Licensing Act 2003.

(v) compliance with the conditions of such requisite licences

AND the user shall keep the Trustees fully indemnified against all losses and demands made against or suffered or incurred by the Trustees arising out of all such matters. If the Hall has a Premises Licence, then it shall only be used between the hours and for the purposes set out in that licence. If the Trustees have given written permission, the user may apply for an appropriate Temporary Event Licence to the appropriate Council Licensing Department for an additional use or for a period outside these hours. Users must provide a copy of any such Temporary Event Licence to the Trustees immediately and ensure that its requirements are complied with.

(i) 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 Trustees, or its sub-committee responsible for the Hall.

(j) The user is responsible for all damage done to the Hall (and any Fixtures and Fittings and Furniture and any other articles in it) during the period of use, whoever may have caused the damage. All damage and breakages must be entered in the damage book.

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

(l) The Hall must be cleaned and 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.

Please note that it is the responsibility of the user to remove all rubbish from the Hall, including the surrounding area. If the user fails to observe these conditions the Trustees 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 Trustees may make a charge to) the user.

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

(n) The user must ensure that there is minimum of 2 competent attendants on duty at the Hall during the event, neither of whom shall be less than 18 years of age.

(o) 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.

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

5.2 **Use of the Wykeham Centre** (maximum capacity 100 people)

1. All General Conditions apply.
2. Further hiring charges are due for the use of the Church House
3. Unless the use of the Church House rooms is requested on the application form it will be unavailable during the period of the booking.

6. **Child Protection**

The signed current Child Protection policy is posted in the Church and Hall. A copy is reproduced overleaf. Hirers are required to read this and ensure that they have their own Child Protection procedures that are consistent with these standards. 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 Trustees accept no responsibility for the user’s failure to comply with these requirements.

7**. Protection of Vulnerable Adults**

It is the responsibility of the Hirer to ensure the protection of any vulnerable adults using the Hall/Room(s).

8. **Insurance**

The Hall/Room(s) are fully covered for any claims due to negligence on Trustees part. However, the user must take out its own insurance, to cover any other claims which may arise in relation to its use of the Hall/Room(s).

9. **Disclaimer**

The Trustees, their agents and servants shall not be liable to the user or to any person using or entering the Hall/Room(s) for personal injury or for damage to, loss or theft of any property brought into the Hall/Room(s), however it may be caused, unless caused by negligence on the part of the Trustees. The user shall indemnify the trustees, 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) If permission is granted to use the Wykeham centre car park, ALL vehicles are parked at owner's risk. The Trustees are under no liability to insure against loss, theft or damage to vehicles.

(b) 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 the 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 no public telephone available.

12**. Emergencies and Enquiries**

Please ring the Church Warden on 01708 744973 for all enquiries. Emergency contact numbers will be given to you directly, prior to/on the day of the event.

13. **Rights of Access of Trustees**

The trustees 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.

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

No smoking is allowed on the premises.

The Wykeham Centre and Church House is a registered charity: 291485

Signed:

Please print name:

Date: