



Facility Hire: Terms and Conditions of Use

1. GENERAL

1.1 **Use:** the premises shall be used only for community, cultural, educational or social use. The Hirer must not under any circumstances sub-let the premises.

1.2 **Booking:** The Hirer must be aged 21 years of age or above.

1.3 A non-refundable deposit of 50% of the total fee must be paid to secure the booking. The balance of fees must be paid in full fourteen days before the event. Repeat bookings can, by arrangement, be invoiced monthly in advance. A booking will only be considered arranged when the Hirer has paid the non-refundable deposit and both the Hirer and the authorised agent of Chawn Hill Church have signed the Booking Form.

1.4 **Cancellation:** If the Hirer gives fourteen days or more notice to cancel the booking then all monies paid (except the non-refundable deposit) will be reimbursed to the Hirer. If the Hirer cancels with less than fourteen days' notice, then the Hirer will not be reimbursed any monies paid. To amend or cancel a booking, please email admin@ChawnHillChurch.org.uk or call 01384 397287.

1.5 In the unlikely event Chawn Hill Church is required to cancel the booking (except due to 1.6 below), all monies paid by the Hirer (including the non-refundable deposit) will be reimbursed to the Hirer. The Trustees shall be free from liability if the premises are not available at short notice due to causes beyond their control, such as building damage or weather disruption. The Trustees reserve the right to suspend the use of the premises by giving a one months' notice.

1.6 If, in the opinion of the Trustees or authorised agent of Chawn Hill Church, there is abuse of the Conditions of Hire, Chawn Hill Church reserves the right to cancel without liability any booking before or during any event, and no refund of monies paid will be made to the Hirer.

Bringing God's story and your story together

Chawn Hill Church, Chawn Hill, Stourbridge, West Midlands, DY9 7JD

T. +44 (0) 1384 397287 E. admin@chawnhillchurch.org.uk W. chawnhillchurch.org.uk F. ChawnHillChurch

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1.7 Times: The Hirer must not enter the premises before the start time stated on the Booking Form, and must ensure they and all their members/ party vacate the premises by the stated end time. Entry before or exit after the times stated on the Booking Form will incur an additional charge levied in whole hours.

1.8 Parking: Where car parking space is available, it is at the owner's risk. Out of courtesy to adjacent residents, the Hirer and all their members/ party must not park in the slip road to the church car park. The Hirer, and all its members/ party, are encouraged to park at the adjacent Stourbridge Junction Train Station car park or overflow car park (off Junction Road).

1.9 Noise: Please keep noise to a minimum – both in and outside the building(s), including in the church car park. Out of courtesy to adjacent residents, the Hirer must ensure no noise can be heard outside the building(s) after 9.00 pm. Please discuss with the Church Administrator prior booking if you plan an activity that will include loud music or other loud noises.

1.10 Smoking: Under the No-Smoking Premises Regulations 2007 it is an offence to smoke in these premises.

1.11 Cleaning/litter: The Hirer shall ensure that the premises and facilities used are left in a clean and tidy condition, and all refuse arising from the letting is removed from the premises by the Hirer. **Failure to do so will result in an additional cleaning charge being made.**

1.12 Doors should be locked, windows closed and all lights extinguished **when you leave the premises.**

1.13 The Hirer is responsible for the **safe use and return of the keys** to the Church Office.

1.14 Data Protection: Your data will be stored in compliance with the Data Protection Act 2018 together with legislation incorporating GDPR. We will store your electronically within our secure database and also in paper format stored in our lockable filing cabinets within the Church Office. Please see our Privacy Notice located on our website for more information on how and why we store your data. Please also note within the Privacy Notice instructions on how to remove your data from our database/storage systems. If you would like a printed version of our Privacy Notice, please do not hesitate to contact the office and request a copy.

1.15 Safeguarding: All external users (organisations or individuals) of Chawn Hill Church's facilities will be required to comply with Chawn Hill Church's safeguarding statement for the

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safeguarding of children, young people and ACS. **Chawn Hill Church will ask for a copy of their safeguarding policy if they are working with children, young people and ACS which will be given to the DPS.** All external users should make clear that, though they use Chawn Hill Church's facilities, they do so without Chawn Hill Church accepting any responsibility or liability or any of their activities or standards of care that they provide towards their group participants.

2. SECURITY, HEALTH & SAFETY

- a. The Hirer shall familiarise themselves with display notices related to health, safety and fire precautions, and relate instructions to all members of their group/ party.
- 2.2. The Hirer is responsible for ensuring the safe organisation and event management.
- 2.3. The Hirer shall ensure there are at least two adults (21 years of age or over) supervising at all times.
- 2.4. No portable electrical equipment provided by the Hirer must be connected to the premises fixed electrical supply unless it has undergone periodic testing and certification for electrical safety by a competent person, in accord with the Electricity at Work Regulations 1989.
- 2.5. All hirers shall notify the Administrator of any accident by completing the relevant accident form.
- 2.6. Sporting or dance groups or their instructors must be in membership of, or registered with, the appropriate Sporting National Body and comply with that body's policy on coaching.

3. LOSS OR DAMAGE/INSURANCE MATTERS

- 3.1. Chawn Hill Church shall not be liable for any loss or damage to the hirer of any person or persons admitted to the premises by the hirer except where same is due to the negligence of Chawn Hill Church or any person for whom the Church or Trustees are responsible.
- 3.2. The Trustees require the hirer to make good all loss or damage (including the use and care of the sports hall mirrors), which may be caused during the hiring period to the premises and its contents and to remove litter for which the hirer is responsible. Hirer's are to notify the Operations Manager immediately upon discovering damage to any of the property prior to their group starting or when damages occurs during an activity.

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3.3. Chawn Hill Church has a buildings and contents insurance policy, with a limit of indemnity of £5,000,000. It is the responsibility of the hirer to insure against risks not covered by this policy and to consider their own requirements in respect of public liability i.e. where claims may be made against them where they have been negligent.

4. PUBLIC ENTERTAINMENT

4.1. The Hirer is responsible for obtaining and complying with all entertainment and copyright licensing regulations and licenses. The Hirer shall indemnify Chawn Hill Church or the Trustees against all claims made against it for breach of copyright.

4.2. The consumption of alcoholic drinks on church premises will only be allowed in the course of functions organised by responsible bodies with the prior approval of the Trustees and subject to normal licensing arrangements. It is the responsibility of the hirer to make enquiries to the Police or Clerk of the Licensing Justices to ascertain licensing requirements and to comply with any such conditions.

5. KITCHENS

5.1. Use of church premises does not automatically include use of kitchen or catering facilities or dining tables. A separate request must be made in advance if use of these facilities is required.

5.2. The Hirer is responsible for maintaining standards of food hygiene in accordance with the Food Safety Act 1990 and the Food Safety (General Food Hygiene) Regulations 1995.

5.3. Hirers are required to leave the kitchen in a clean and tidy state. Failure to do so may result in an additional cleaning charge to the Hirer.

The Trustees reserve the right to alter, amend or add to the Conditions of Use at any time and such alterations, amendments or additions will be effective on the giving of seven days' notice to the hirer.

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