



## Conditions of booking and hire

1. In the case of a booking for a series of occasions you (the hirer) must pay us (St Barnabas Parochial Church Council) all charges for the whole series at least two weeks before the beginning of the series or, in the case of a series which runs over two or more terms, all charges for each term at least two weeks before the beginning of term, failing which we may, in our absolute discretion, accept bookings from others on all or any of the occasions in the series or simply refuse admission on all or any such occasions.
2. In the case of a booking for a series of occasions running over two or more terms, we may give you not less than four weeks' notice applying any increase in our charges to any terms for which you have not already paid at the date when the notice is given.
3. If any cheque for any payment is, after we have issued confirmation of acceptance, dishonoured your booking will automatically, and without notice, be cancelled.
4. If you cancel the booking more than two weeks before the event, 80% of the amount paid will be refunded (except for Wedding receptions, when 2 months notice is required). At any later stage we will only make a refund in exceptional circumstances and at our absolute discretion.
5. You must ensure that you and those attending your event:
  - (a) keep within those parts of our premises ('our premises' meaning the Church and Millennium Hall buildings and grounds) which you have hired and any shared or other areas, accesses and facilities made available by us in connection with your event and use them only for the purposes of the event described on the application;
  - (b) comply with all reasonable instructions of the Vicar, the Parish Administrator, the Churchwardens or any other person acting on our behalf (for example, such instructions might be given in relation to parking, noise or other nuisance or inconvenience to other users of our premises, neighbours or the public);
  - (c) at all times properly supervise children attending your event, including those in outdoor areas;
  - (d) take all reasonable precautions to prevent any injury loss or damage arising out of or in connection with your event;
  - (e) by the end time of the booked period, put away tidily and in their proper place all furniture, staging units and/or other equipment made available to you by us, clean up any mess and clear away all rubbish arising from your event and remove all your/their property;
  - (f) by the end time of the booked period, completely vacate our premises;
  - (g) do not smoke anywhere on the premises;
  - (h) do not, except with and in accordance with our express permission, bring any motor vehicle anywhere onto our premises (Parking on the driveway is prohibited - permission is only likely to be granted for brief unloading/loading by suitably sized vehicles - not large vans/lorries). In addition, do not park any motor vehicle elsewhere so as to cause inconvenience to neighbours or the public;
  - (i) do not obstruct or cause nuisance or inconvenience to other users of our premises, neighbours or the public;
  - (j) do not, except with and in accordance with our permission, put up notices, posters, banners, balloons or decorations anywhere on our premises;
  - (k) do not, except with and in accordance with our permission, bring onto our premises or use there any candles or other flames or any combustible materials apart from any gas equipment provided by us and made available for use by you;
  - (l) do not engage in or use on our premises any activity or equipment unsuitable to be engaged in or used there.
6. If you fail to comply with any of the provisions of condition 5 above, you must compensate us for any extra costs incurred by us as a consequence, and if you fail to comply with condition 5 (f) above, you must pay us for any overrun period for every half hour (or part thereof) of the overrun period in respect of all parts of our premises to which your booking applies at the appropriate total rate, and (if applicable) an additional 50% penalty charge for time after midnight;
7. If your event involves any activity requiring a licence under any statute you must obtain any necessary licence and ensure that its terms are complied with, but you must not apply for any such licence except with and in accordance with our written permission.
8. You must provide full details of all musical, dramatic or other copyright material which you propose to or do use, play or perform at your event and which is or may be covered by our performing rights licence, and obtain and comply with any licence for any such material which may not be covered by our licence and you must indemnify us for and against all civil liability, claims, costs and expenses arising from your failure to obtain any such licence or to comply with the terms of any such licence which you obtain.
9. If you are issued with a key to the premises for any occasion(s) booked by you, you must ensure that it is kept safely and not copied, that it is only used for the purposes of occasion(s) so booked, and that it is promptly returned as and when required by us or when no longer needed by you for the purposes for which it was issued. You must ensure that the premises are properly secured and locked on leaving at the end of your event unless there is present at that time another hirer or a suitable person in authority. If any key issued to you is lost, copied or allowed to fall into the hands of an unsuitable person you must compensate us for any loss or damage suffered by us as a consequence and/or for the cost of (as we in our absolute discretion consider appropriate) replacing the key or replacing all relevant lock(s) and all keys for such lock(s).
10. In addition to our rights under the other provisions of these conditions or to damages, you must indemnify us for and against all loss or damage arising from your event or from any breach of your obligations under these conditions, and all civil liability (including all claims, proceedings, damages, costs and expenses in connection therewith) to any person for injury (including sickness and death), loss or damage so arising except insofar as such injury loss or damage is caused or contributed to by our neglect or default or that of our servants or agents.
11. In addition to our rights under the other provisions of these conditions or to damages, we may, if you commit any breach of your obligations under these provisions, require you and those attending your event to leave the premises forthwith and cancel any further occasions booked by you (whether under the same or another booking) without making any refund of charges already paid.
12. We will not be liable to you for any curtailment of, disruption to or cancellation of any occasion booked by you or any insufficiency or unavailability of any facilities, amenities or services agreed to be provided by us in connection therewith where such curtailment, disruption, cancellation, insufficiency or unavailability arises from a cause not reasonably within our control.
13. Without prejudice to any other condition, we will be entitled to cancel any occasion booked by you if in our opinion it might be incompatible with or substantially disrupt or interfere with any Church requirement, service, event or festival. If we cancel an occasion under this condition, we will repay any charges already paid in respect of that occasion and you will not be obliged to pay any further charges in respect of it.
14. None of the terms of the contract between you and us is intended to be enforceable by any person who is not a party to the contract.