

## **Chelmsford Community Church**

## Terms and Conditions of Hire (General)

for

## Chelmsford Community Church,

## Trent Road, Chelmsford, Essex, CM1 2LQ

- 1. In the event of a booking being made for a private children's party, a separate set of Terms and Conditions will apply, at the sole discretion of Chelmsford Community Church (CCC)
- 2. All applications for the hire of rooms must be confirmed in writing using the Booking Form.
- 3. It is a condition of room hire that the hirer agrees to abide by these terms and conditions of hire, except where a booking is made for a private children's party as agreed by CCC (see item 1, above).
- 4. The person responsible for hiring the premises must be 18 years of age or over, and shall be the person who has signed the confirmation of booking form. This person is responsible for the payment of fees due in respect of the hiring and for the observance of all conditions of hire as herein stated.
- 5. CCC is not VAT registered and so VAT is not due on the fees. Invoices are to be paid promptly within 30 days.
- 6. CCC reserves the right to refuse any application for hire, as it shall in its absolute discretion think fit, and without being required to give any reason for such refusal.
- 7. Church activities and events take precedence and therefore availability may be limited.
- 8. CCC reserves the right to refuse permission to hire the premises or to cancel any hiring without notice (a) should it have reason to believe that the activities of the hirer will bring the good name of the building or CCC into disrepute or (b) where CCC considers it necessary for any cause outside of our control.
- 9. Any cancellation of a booking must be confirmed in writing by the hirer prior to the date of the event.
- 10. Cancellation Charges: Once a booking has been confirmed the following percentage of the relevant room hire rate will apply: 7 working days prior to the date of the event = 25%; 5 working days before = 50%; 2-4 working days before = 75%; 1 working day or less (incl. 'No Show') = 100%.
- 11. In the event of any hiring being cancelled by CCC, any fee paid hereunder will be refunded to the hirer, but CCC shall not be held liable or required to pay compensation for any loss sustained as a result of, or in any way arising out of, the cancellation of the hiring.
- 12. CCC shall not be liable for any loss due to breakdown of machinery, fire, failure of supply of electricity, leakage of water or gas, Government restrictions or other external events beyond its control which may cause either the building or the hired premises to be temporarily closed, or the hiring to be interrupted or cancelled.
- 13. The hirer shall, during the hiring, be responsible for:
  - a. The efficient supervision of the hired premises, including effective control of children, the orderly and safe admission and departure of persons to and from the premises, and the orderly and safe clearance of the hired premises in case of an emergency.
  - b. The safety of the hired premises and the preservation of good order.
  - c. Ensuring that all users of the hired premises are aware of the emergency exit routes from the building and that all doors giving egress from the hired premises shall be kept unobstructed

- and immediately available for use during the whole time the premises are in use, and no obstruction shall be placed or allowed to remain in any corridor giving access to the hired premises.
- d. Ensuring that all fixtures and fittings and portable equipment provided by CCC are used correctly and left in the room after use; and that any faults or damage occurring during hire is reported. Where equipment fixtures or fittings are damaged, retained or lost by the hirer or persons invited into the building by the hirer, the hirer will be charged the full cost of repair or replacement.
- e. Complying with the access and security arrangements when using the hired premises and not allowing or permitting unauthorised entry at any time.
- f. Ensuring that any technical equipment (TV/DVD, projectors, sound systems, sound desk equipment, etc.) being used is operated by an approved person. This person will be made known to CCC in advance for confirmation and agreement. Clients bringing electrical equipment for use during their event must ensure that ALL items are clearly marked with certification labels that they have been PAT tested prior to use. CCC staff reserve the right to check the equipment and refuse the use of anything they deem unsuitable or unsafe.
- 14. Where a booking involves more than one room and will last more than 4 hours or relies on support from representatives of CCC, the hirer will maintain a close liaison with the lead person acting on behalf of CCC and, on request, provide a detailed schedule of the event.
- 15. The hirer will be responsible for paying the security callout fee if the security alarm system or fire alarm system are triggered due to unauthorised use, access or egress in any part of the premises or where the alarms are false alarms and are caused negligently or deliberately.
- 16. The whole building has disability access, No animals are allowed in the building, with the exception of Guide Dogs for the Blind/Working Dogs.
- 17. Smoking is not permitted in any part of the building.
- 18. No beverages containing alcohol are permitted to be consumed on the premises.
- 19. No gambling is permitted on the premises.
- 20. CCC reserves the right to amend the quoted total costs given on confirmation of a booking should said event over-run or additions to the booking detail be made.
- 21. No flags, emblems, placards, posters or other decorations shall be displayed outside of any part of the building without the previous consent in writing of CCC.
- 22. The hirer shall, at the expiration of the period of the hiring, leave the hired premises in a clear, clean and orderly state, and ensure that windows and doors are securely closed, and that any furniture is in the same position as it was at the commencement of the hiring and that all room lights have been turned off in the hired premises.
- 23. Where exclusive access to the building is granted, the hirer shall ensure that building security and safety procedures are complied with.
- 24. CCC will not be liable for the theft, loss or damage to any property brought onto the premises by the hirer or any third party. This includes vehicles and possessions left in the car park.
- 25. Any notice, demand or request by CCC, to or upon the hirer, may be sent by pre-paid post, addressed to the hirer at the address shown on the Booking Form, and shall be deemed to be made or served at the time when it would be delivered in the ordinary course of post.