

# United Church of Egham

(Hereinafter referred to as the Church)

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## TERMS AND CONDITIONS OF HIRE FOR THE COMPLEX

**THIS IS A NO SMOKING COMPLEX / NO ALCOHOL IS TO BE CONSUMED IN THE CHURCH**

**Capacity of Church:** 80 seated: 3 wheelchairs

**Capacity of Pastoral Centre Main Hall:** seated for a performance =100; seated at tables = 80 (includes 16 seated on the stage) plus 3 wheelchairs; standing =110

**Capacity of Ross Brown Room:** seated = 8 (ONLY BOOKABLE WITH MAIN HALL)

The maximum number of wheelchairs and persons permitted to attend particular functions **MUST NOT** be exceeded.

## APPLICATIONS FOR HIRING AND PAYMENT OF DEPOSIT

All applications for hiring should be made on the Booking Form (Form 1)

The Organisation and the Organizer whose name and/or title appear on Form 1, shall be deemed to be the Hirer, and shall be jointly and severally liable and responsible for complying with these terms of hire.

The Hirer must state clearly on the application form the purpose of hire. The premises shall not be used for any other purpose.

The benefit and obligations of the hiring may not be transferred to any person not identified as the Hirer in the application form.

The premises may be provisionally reserved for a maximum of two weeks during which time an application form and a 10% non-refundable deposit must be received or the reservation will be cancelled.

## CHARGES

On acceptance of an application an invoice will be sent. It must be paid at least four weeks before the date upon which the facilities are required. If the balance is not paid on or before the date stipulated on FORM 1, the Church may in its absolute discretion cancel the hiring forthwith and the Hirer shall remain liable for the **FULL CHARGE**.

In the case of block bookings for a minimum of ten sessions the Church may in its absolute discretion charge a regular user rate. The Church shall determine the category of charge that shall apply and be the sole judge of whether a booking is deemed to be commercial.

## THE CHURCH

**MAY** require the premises for other unforeseen purposes in exceptional circumstances. In such cases hiring may be cancelled and the hiring charge returned in full.

**MAY** through its officers and agents enter the premises at any time and satisfy themselves that these terms of hire are being complied with.

## LIMITATION OF CHURCH LIABILITY

The Church's liability in the event that the premises or any equipment are not available or a hiring is cancelled, for whatever reason, shall be limited to and shall not exceed the hiring charge.

## THE HIRER

**SHALL** comply with the requirements imposed in any music, singing and dancing licence in respect of the premises.

**SHALL** indemnify the Church against any claims, demands, costs, actions or proceedings arising out of the infringement of copyright during the period of hire.

**SHALL** ensure that no intoxicating liquor shall be brought into the Church building or Cafe. However, with the previous consent of the Church, intoxicating liquor may be brought into the main Pastoral Centre hall and kitchen only, but in no circumstances may it be sold.

**SHALL** not permit smoking anywhere on the premises.

**SHALL** not use laser effects lighting.

**SHALL** where appropriate, comply with the requirements of any cinematographic licenses.

**SHALL** ensure that only persons associated with the booking are permitted to enter, remain in or otherwise make use of the premises during the period of hire. The Church may require the Hirer to remove or cause to be removed any person causing a nuisance or disturbance from the premises. For security reasons the Church recommends that the hirer ensures that the main doors of the Pastoral Centre remain locked whilst the premises are occupied.

**SHALL** ensure that visitors to the premises during the period of hire do not cause nuisance or annoyance to adjoining property owners and vacate the premises and the area in an orderly fashion.

**SHALL** ensure that music provided at the premises shall not cause a nuisance to neighbouring properties and any form of amplification shall be controlled. Music must cease at 11.00 p.m.

**SHALL** ensure that the premises and any equipment used are left in a clean, tidy and undamaged state at the end of the hiring. The Hirer should ensure that adequate time is allowed for clearing up.

**SHALL** not later than the end of the hiring period, or within 24hrs thereafter, report any damage to the premises or equipment to the Facilities Co-ordinator.

**SHALL** ensure that all litter or rubbish be taken away at the end of a function.

**SHALL** be responsible for securing the premises at the end of the hiring including all fire exits and windows.

**SHALL** ensure that all persons have left the premises at the end of the hiring and that the premises are vacated by the end of the period for which they have been booked. The Hirer shall be liable for additional charges for failure to comply with this requirement

**MAY** cancel a hiring not less than four weeks prior to the date of hire by notice in writing. An appropriate portion of the hiring charge may be refunded in the event of cancellation by the Hirer in accordance with this clause.

## FIRE PRECAUTIONS AND EMERGENCY PROCEDURES

All exit doors and gangways must be left unobstructed and a proper evacuation procedure must be observed.

a) If you are using the CHURCH:

The exits are

- a. via the Church front doors
- b. via the exit beside the Grand Piano, and that exit **must** always be opened before a meeting takes place and **must** be locked at the end of a session.
- c. via the Deacon's Room into the Pastoral Centre. The door is beside the choir chairs at the side of the altar. That exit **must** always be kept open while a meeting takes place.

In the event of a fire in the CHURCH, your responsibility is to:

- a. Evacuate the Church building. The Assembly Point is on the pavement outside the Red Lion Public House. Sound the Fire Alarm in the lobby of the Pastoral Centre, if it is safe to do so, or otherwise alert users of the Pastoral Centre. There is no Fire Alarm switch in the Church, and access to the Pastoral Centre must be by the safest route (see Exits, above)
- b. Dial 9 for outside line then 999 and let the service know the exact location of the building with the fire. The United Church of Egham Church building is in High St., Egham. A telephone is located in the kitchen of the Church Café.

b) If you are using the PASTORAL CENTRE

The exits are:

- a. via the Pastoral Centre Front Doors
- b. via the kitchen Fire Door
- c. via the Fire Door in the main hall

In the event of a fire in the PASTORAL CENTRE, your responsibility is to:

- a. Sound the Fire Alarm in the lobby of the Pastoral Centre, if it is safe to do so.
- b. Evacuate the Pastoral Centre building. The Assembly Point is on the pavement outside the Red Lion Public House.
- c. Alert any users of the Church, via the safest route. The Fire Alarm DOES NOT sound in the Church building.
- d. Dial 999 and let the service know the exact location of the building with the fire. The United Church of Egham Pastoral Centre is in Runnemedde Rd., Egham. **There is not a telephone available in the Pastoral Centre.**

If the Fire Alarm has been started by accident, at the Fire Alarm Control Box punch in "1" which silences the system for a few seconds, then punch in "3112" which will reset it. This information is in the flip-down section of the Fire Alarm Control Box situated outside the Toilet for the Disabled on your right as you enter the Pastoral Centre.

c) Candle lit functions

The use of candles or other naked flames will not usually be permitted. However, hirers wishing to organise candle-lit functions must submit their proposals in writing when returning the application forms for consideration. No candle lit function must take place without the express approval of the Church.

## SPECIAL CONDITIONS

### All lettings are subject to the following conditions

- a. Keys will be available to Leaders of each group using the premises weekly on payment of a £10 returnable deposit on the strict understanding they will not be loaned to any other person or further keys cut, and that in the event of loss, the fact will be reported immediately to the Property Manager or Facilities Co-ordinator. Only the rooms booked should be used.
- b. No addition to any part of the complex or its equipment may be made without the consent of the Church
- c. Posters, banners, placards, decorations and flags are not to be affixed to fixtures or fabric so as to cause any damage and must not be obstructing gangways or entrances.
- d. No bolts, screws, nails or tacks shall be driven into any part of the premises, or drawing pins or sellotape used.
- e. The filling of gas filled balloons, on the premises is prohibited.
- f. No article of any inflammable or explosive character, or any article producing an offensive smell, or any oil, electric, gas or other engine shall be brought into the hall.
- g. The award of live animals as prizes is prohibited.
- h. Furniture or equipment must be returned to its original position at the end of the function. Equipment belonging to other groups/organisations must not be used without their express permission. The Church piano belongs to the Music Club and can only be used with their agreement. Any extra chairs moved to the stage during a function must be returned to the body of the hall.
- i. If the platform in the Church is used all Church furniture thereon should be placed to the rear of the sanctuary and the curtains drawn. The Communion table and other worshipping furniture should not be used for events of a non-worship nature.

## **FAILURE TO OBSERVE CONDITIONS**

If the Hirer shall fail to observe or perform in any respect or secure the due observance or performance by others of the provisions of these Terms, the Church may, without notice forthwith terminate the Hirer's rights and effect immediate vacation of the hall. Such termination shall not release the Hirer from any of his obligations or affect any right or remedy which the Church may have and the Church shall be entitled to retain for their own use and benefit any monies paid by way of deposit and to sue for any balance outstanding.

## **DAMAGE TO CHURCH COMPLEX PROPERTY**

The Hirer shall take good care of and not cause any damage or permit or suffer any damage to be done to the hired premises, or any part thereof, to any fittings, equipment or other property therein and shall make good and pay for any damage thereto (including accidental damage) caused by any act or neglect of himself, his servants, agents or any person resorting to the hired premises by reason of the use of the hired premises by him.

Unless the Hirer shall show before the commencement of the period of hiring that any property of the Church in the complex is damaged, and reports this fact to the Facilities Co-ordinator, such property shall be deemed to have been undamaged at the commencement of the period of hire.

## **DAMAGE OR LOSS OF PROPERTY AND ACCIDENTS**

In no circumstances will the Church accept responsibility for the loss, theft, damage of or to any goods or property of the Hirer or of any visitor to the premises.

The Hirer shall Indemnify the Church, its officers and servants against all claims, demands, actions or proceedings in respect of the death or injury to any person, or damage to or loss of property belonging to any person, arising out of the use of the complex otherwise than as a result of the defective condition of the hall or the Church's equipment or the negligence of the Church, its agents, officers or servants.

## **INSURANCE**

*The Hirer shall be liable for all Third Party Claims involving personal injury or property damage where the Hirer has been negligent.*