



**ST JOHN'S CHURCH
EASTER CENTRE
TERMS & CONDITIONS OF USE**

We are delighted that you wish to use the Easter Centre and we are pleased to detail below the terms and conditions for the use of the Centre, which we trust you will find helpful and informative. We would also mention that the use of the Easter Centre is solely at the discretion of the St John's Parochial Church Council (PCC) and this user agreement constitutes permission only to use of the rooms and confers no tenancy or other rights of occupation to the User.

1. **ACCESS & DEPARTURE** The premises should not be accessed earlier than the time stated on the booking form and when leaving the building please ensure the rooms have been vacated and the windows and doors are locked. Please return the key fob promptly at the end of the booked period by posting it through the external letter box or by returning it to the Church Office.
2. **TIMING** The times booked do include time for setting up and clearing up. Please respect these timings as other users may wish to access the rooms. Events should cease by 10pm with the building vacated by 11 pm.
3. **AREA BOOKED** Please ensure that all users are aware that only the allocated room(s) with associated toilets, Atrium foyer and toilet in the Atrium are the only areas to be used and all other rooms will be either locked or should not be accessed.
4. **The GARDEN/PLAY AREA** may be used if specified on the booking form and play equipment may only be used by pre-school children.
5. **CAR PARKING** There is a private car park adjacent to the Easter Centre where cars can be parked but this will be at the owners own risk and St John's takes no responsibility for cars parked in this area. Clear access for emergency vehicles must be maintained at all times.
6. **DONATIONS** towards the running costs of the Easter Centre will be gratefully received and allow the facilities to be maintained in good order for all users. The Church Office can provide details for bank transfers and Gift Aid forms.
7. **KITCHEN FACILITIES**
 - a. Use of the main kitchen may only be included for those with suitable catering/hygiene qualifications and relevant certificates will need to be provided for reference prior to the event.
 - b. Servery facilities with kettle and microwave may be used to prepare drinks and snacks.
8. **RUBBISH AND RECYCLING** Any waste and left-over food and drink must be removed from the premises.
9. **HEALTH AND SAFETY** Users are responsible for their own risk assessments and compliance, and if requested may be required to provide a copy of their risk assessment to the PCC or its appointed representative. Any failure of equipment in the Easter Centre must be reported to the Church Office as soon as possible. The user must also report all accidents involving injury to the public to the Church Office as soon as possible and complete the relevant section in the Easter Centre's accident book.

Electrical Equipment - The church is only responsible for electrical equipment it supplies as part of the use of the Easter Centre. The user may only use the Church's audio visual system and equipment if this has been agreed in advance and is specified on the booking form.

Fire evacuation notices are posted in every room: please familiarise yourselves with escape routes and assembly points and, where appropriate, explain evacuation procedures to all users.

The use of candles, naked flames, dry ice or smoke machines is not permitted except celebratory cake candles which must not be lit in the vicinity of smoke sensors.

In the event of fire the user shall ensure that the Fire Alarm is sounded, the Fire Brigade is called immediately and all steps taken to evacuate the premises and ensure the safety of all occupants. The user shall also ensure that the nominated church Fire Warden or another representative of the church is notified immediately, whether or not on site.

10. **PERSONAL CONDUCT** The user is responsible for the proper conduct of all adults and children using the Easter Centre.

11. **CARE OF PREMISES**

- a. **Decorations** Please do not put up any permanent notices, advertisements etc and do not use nails, screws or apply anything to the floors, walls or other parts of the building that will cause damage.
- b. **Please leave the rooms clean and tidy** All furniture and equipment used must be returned in a clean condition to its designated area.
- c. **Noise** Please do not use any loudspeaker system or other equivalent which can be heard outside the Premises, and no amplification for speech or music should be placed outside the Premises.
- d. **Flooring** The use of roller boot/blades, skateboards, mini-scooters etc is not permitted. The Centre is not suitable for sports activities and only soft foam balls are permitted for party games.

12. **DAMAGE** Except for fair wear and tear, the user will be responsible for the cost of repairing any damage caused, replacing furniture or fittings lost or damaged, and for the deep clean of the premises in the event that damage or unnecessary mess is caused. The user is responsible for damages and/or breakages to any tableware, glassware and dinnerware provided as part of the use of the Centre.

13. **CHURCH POLICIES** The Church alcohol policy must be adhered to and no animals (including birds) should be brought into the Easter Centre except for Guide Dogs or for a special event agreed by the PCC. No animals are to enter the kitchen or servery at any time.

14. **LEGAL REQUIREMENTS must be complied with**, including:

Smoking, the use of electronic cigarettes and other vaping devices are not allowed on the premises including the outside areas.

Music, singing and dancing licences, theatre licenses and copyright (PPL, PRS for music, Video and CLA) requirements.

The facilities are not to be used for any activity involving betting, gambling or lotteries.

15. **FOOD HYGIENE REQUIREMENTS** It is the responsibility of the user to ensure these are complied with in line with St John's Catering and Hygiene Policy and the Home Preparation Guidelines and Procedures.

16. **CARE OF CHILDREN AND VULNERABLE ADULTS** All users working with children, young people and vulnerable adults are responsible for their care, safety and supervision. St John's Church takes no responsibility for this and users should ensure they have their own insurance and have complied with DBS (CRB) checks as required by current legislation. The user must ensure there is a responsible adult in the rooms and supervising throughout the period of use.

17. **LOSS OF PROPERTY** St John's Church does not accept responsibility or liability for any damage or loss of property or articles that are placed and left upon the premises whilst the Rooms are being used.

18. **INSURANCE AND INDEMNITY** The Church's insurance does not extend to loss, damage or injuries sustained, associated or connected to events to which the agreement relates and the user agrees the PCC cannot be held responsible for any such matters and will indemnify St John's Church in relation to any such claims, demands, actions or proceedings. The user must carry their own Public Liability Insurance and where appropriate,

Employers Liability Insurance, and present certificates to a Church Representative for inspection 14 days prior to the event.

19. **CHURCH LIABILITY** Notwithstanding anything contained in these Terms and Conditions the Church will not be liable for any failure outside its control to perform its obligations to the user in whole or part as a result of, including but not exclusively, the failure of supply of electricity or gas, strikes, other industrial action, fire at or near the premises, leakage of water or flood at or near the premises, civil unrest, dispute or commotion, an act of God, legal action against the PCC not resulting from its negligence preventing the supply of services.

20. PURPOSE OF BOOKING

- a. The premises are not to be used for any purpose other than that specified on the booking form. The Rooms must not be used for any illegal or immoral purpose or in a way which brings St John's into disrepute or causes nuisance or annoyance to neighbours or users of adjoining premises. Members of the PCC or their representatives have right of entry to the Centre at any time during the use of the facilities to ensure these terms of use are being complied with.
- b. Before the function or use commences should a member of the PCC or their appointed representative be of the reasonable opinion that it is likely to prove of an objectionable and undesirable character, they have the full power to cancel the booking and not to be liable to pay any compensation.
- c. The premises are not to be sub-let.
- d. Nothing shall be brought onto the premises which may endanger the premises or persons thereon.

21. CANCELLATION

- a. **If the church has to cancel a booking** for any reason outside its control no liability to compensation will be accepted.
- b. **The PCC reserves the right to suspend this Agreement** (in respect of one or more periods of use) by not less than 1 month's notice (wherever possible) in writing to the user if the rooms booked are required for the fulfilment of the activities of the Church at that date and time. The PCC will not be liable to pay any compensation to the user in respect of expenses, costs or losses incurred directly or indirectly by the user in relation to the suspension.
- c. **Cancellation of a booking by a user should be given ideally** at least 4 weeks prior to the event.
- d. **Long term bookings:** 3 months' notice will be provided by the PCC for termination of a long term booking arrangement and users will be required to also give 3 months' notice to terminate the agreement.

22 USE OF A ROOM OR AREA INCLUDES ;

- Tables and chairs
- Toilets
- Free WIFI
- Use of servery, kettles and small amount of crockery and cutlery
- Use of the Audio sound system by those approved to use it
- First Aid facilities

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Revised Aug 2018