



## Standard Terms & Conditions of Hire The Lewinson Centre

# NOTICE

The Hire Period is inclusive of setting-up and clearing-up

On a Saturday the Building can only be used between 9.00am and 10:00 pm and in the event of any conflict between the above times and this provision then the terms of this provision shall prevail.

The maximum capacity of the building seated is 100 people and for standing room is 150 at no time should the maximum capacity for standing room be exceeded.

A minimum deposit of 50% of the total hire price is required to secure the booking of the building.

The balance of the Booking Fee (after deducting any reservation fee paid at the time of signing the Booking Form) shall be due and payable a minimum of 14 days prior to the date (or if more than one date, the earliest date) mentioned in the Booking Form. If such date is less than 14 days from the date that the Booking Form is submitted to the Owner then the full Fee will be payable forthwith.

A returnable deposit for damages of £150 will also be required at the time of booking.

Any damages caused by the hirer or their guest will result in the retention of the deposit – any damages caused over and above the deposit figure will be chargeable to the hirer.

### 1. Definitions and Interpretations

- 1.1 terms defined in the Application for Hire Form to which these Conditions are annexed ('the Application Form') have the same respective meanings in these Conditions;
- 1.2 words importing one gender shall be construed as importing any other gender;
- 1.3 words importing the singular shall be construed as importing the plural and vice versa;
- 1.4 references to persons include bodies corporate;
- 1.5 any undertaking by the Hirer to do or not to do an act or thing shall be deemed to include an obligation to use best endeavours to ensure that that others do such acts and things and/or to prevent others from doing such act or thing (as may be applicable);
- 1.6 the headings do not form part of these Conditions and shall not be taken into account in their construction or interpretation;
- 1.7 for the purposes of these Conditions:

- 1.7.1 the expression “the Hire Period” shall include any additional period during which the Hirer or any of his guests remain at the Building beyond the times mention in the Application Form irrespective of whether such additional period has been authorised; and
- 1.7.2 the expression “guests” shall include all persons attending at the function for which the Building is being hired by the Hirer irrespective of whether such persons are the direct guests of the Hirer or not .
- 1.8 Permitted use will be limited to the following uses:
- Wedding receptions
  - Christenings
  - Funerals/Memorials
  - Birthday celebrations
  - Church related activities
  - Training sessions
  - Conferences
- And any such functions that can be classified as recreational and developing people.

## **2. Payments / charges**

- 2.1 The Fee shall be paid in full in accordance with Notice 5 above.
- 2.2 The Owner shall be entitled to apply the Deposit in respect of:
- 2.2.1 damage to the Building and any equipment/furnishings and other items belonging to the Owner or any of its servants, agents or members which are located at the Building;
- 2.2.2 any additional hire fees that are due because the Hire Period is exceeded; and
- 2.2.3 any other losses that the Owner may suffer due to a breach of the terms set out in the Application Form or any of the Conditions contained herein.
- 2.3 Where the Hire Period is exceeded the Hirer shall pay the Owner an additional hire fee calculated at the rate of £50 an hour for each hour (or part thereof) that the Hire Period is exceeded.

## **3. Damage to the Building and Conduct of Hirer and Guests**

The Hirer shall be responsible for all damaged occasioned to the building arising during the Hire Period and which has been caused by the Hirer or any of his guests. The conduct of the Hirer and his or her guests must at all times reflect the fact that the Building is part of a church building. Consideration should be given to the Building’s location and surroundings, including the neighbouring homes, so as not to give rise to complaints being made against the Hirer.

- 3.1 No part of the Building shall be used for any purpose other than the Authorised Purpose.
- 3.2 No part of the Building shall be used for any unlawful purpose or activity.
- 3.3 The Hirer shall be responsible for ensuring that all fire exits are kept clear at all times during the Hire Period.
- 3.4 No animal shall be brought into the Building or allowed to enter the Building without the consent of the Owner.

#### **4. Decorations**

- 4.1 Without the express consent of the Owner, no bolts, nails, tacks, screws, bits, pins or other like objects are to be driven into any part of the Building nor is any adhesive substance to be attached to any part of it.
- 4.2 Without the express consent of the Owner, no placards or other articles are to be fixed to any part of the Building.
- 4.3 In the event that consent is given to decorate the Building for a particular event, no cotton wool or other highly inflammable material shall be used for such decoration or other purposes.
- 4.4 No posters boards, signs, flags or other emblems or advertisements are to be displayed inside or outside any part of the Building without the previous consent of the Owner.
- 4.5 The removal of any chattel from the building is strictly prohibited.

#### **5. Electrical Equipment**

- 5.1 No lighting, heating, power or other electrical fittings or appliances in the Building are to be altered, moved or in any way interfered with.
- 5.2 No additional lighting heating power or other electrical fittings or appliances are to be installed or used at the Building without the prior consent of the Owner.

#### **6. Supervision**

Throughout the Hire Period the Hirer shall be responsible for ensuring proper supervision of all persons using the Building which obligation shall include (but shall not be limited to) the following:

- 6.1 the effective control of children including ensuring that children are not permitted to leave the Building save where accompanied by a responsible adult;
- 6.2 the orderly and safe admission and departure of persons to and from the Building;
- 6.3 the orderly and safe vacation of the building in case of emergency;
- 6.4 the preservation of good order and decency in the Building;
- 6.5 ensuring that all doors giving egress from the Building are left unfastened and unobstructed and immediately available for exit;
- 6.6 ensuring that no obstruction is placed or allowed to remain in any corridor giving access to the Building.

#### **7. Maximum number to be admitted**

- 7.1 The maximum number of persons to be admitted to the Building during the Hire Period shall not exceed the Permitted Number stated in notice (3) above. The Hirer shall be responsible for keeping a record of all people admitted to the Building and shall show the same on demand to any officer of the Owner.

#### **8. Public entertainment / licenses**

- 8.1 The use of party materials manufactured with or requiring the use of compressed air, flame, alcohol or aerosol within or around the Building is prohibited.
- 8.2 No naked flames of any kind, including barbecues, will be allowed in or around the Building.

- 8.3 All public entertainment will be subject to the Owner's approval, and proof of the appropriate Entertainment's License and Insurance being obtained.
- 8.4 The Hirer shall be responsible for obtaining any licences required to engage in public entertainment in the Hall and Kitchen during the Hire Period. The Hirer acknowledges in this respect that the Owner does not have any licence permitting any form of public entertainment.
- 8.5 The Hirer is to provide evidence of the required valid Food Hygiene certificate in order to operate within the Kitchen.

## **9. Copyright works**

- 9.1 If the use of the Building will involve the performance of any musical or dramatic works or the delivery in public of any lecture, in which copyright subsists it will be the responsibility of the Hirer to obtain the consent of the owner of the relevant copyright and to pay all composers' authors' publishers' and other fees or royalties which may be payable in respect of the function prior to the commencement of the Hire Period.
- 9.2 The Hirer must supply to the Owner for approval (if so required) a copy of the program of any entertainment to be given at the function not less than 7 days before the commencement of the Hire Period and must provide such evidence as the Owner may require of compliance with this Condition.

## **10. Broadcasting and filming**

- 10.1 The Hirer is not to grant broadcasting or filming rights without the prior consent of the Owner but cameras may be brought into and used inside the Building for private (but not commercial) purposes provided that no nuisance or annoyance is occasioned.

## **11. Alcohol, Drugs, Gambling, Smoking**

During the Hire Period the Hirer is to ensure that:

- 11.1 No alcohol can be sold within the premises.
- 11.2 No drugs are to be brought onto the premises.
- 11.3 The Hirer must respect statutory legislation about smoking in public buildings. The Owner's "no smoking" policy shall be adhered to in or around the Building.
- 11.4 No form of gambling shall be engaged in, in or around the Building.

## **12. Statutory requirements**

- 12.1 The Hirer must not do or permit any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Building or which would or might violate in whole or in part any insurance policy effected in respect of the Building.
- 12.2 The Hirer must comply with all conditions and regulations made in respect of the Building by the Fire Authority. A copy of these will be supplied to the Hirer on request.

### **13. Expiration of the 'Hire Period'**

- 13.1 The Hirer shall ensure that the Building is left in a clean and orderly state and free of all litter at the expiration of the Hire Period.
- 13.2 The Hirer shall ensure that all equipment and other items brought into the Building by or on behalf of the Hirer or any of his guests shall be removed before the end of the Hire Period. In the event that the Building is not cleared of such items at the end of the agreed Hire Period then the Hirer shall be liable to pay the additional fees as referred to in clause 2.3 above up until such time that the Building is properly cleared of such items.
- 13.3 In the event that the Hirer fails to fully vacate the Building prior to 10.15 pm on a Saturday then the Hirer shall pay a £50 charge in addition to the hourly rate as specified in 2.3 above.

### **14. Agreement personal to 'Hirer'**

- 14.1 The benefit of the Agreement is personal to the Hirer and not assignable nor is the Building/Rooms to be sub-hired.

### **15. Injuries to persons and loss of property**

- 15.1 The Owner will not be liable for the death of or injury to any person, or for any other loss or damage suffered by any such person whilst attending the Building for the function which is the subject of this hiring agreement except where such death injury or loss is due to the negligence of the Owner or any of its officers or employees and the Hirer shall indemnify and at all times keep the Owner fully and effectively indemnified from and against any claims, demands, actions, proceedings and costs arising out of or relating to the death of or injury to, or any loss suffered by any such persons save as aforesaid.
- 15.2 The Owner will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the Building either by the Hirer for his own purposes or by any other person notwithstanding that such items may have been left or deposited with any officer or employee of the Owner.
- 15.3 The Hirer will indemnify the Owner by appropriate insurance or otherwise, against all such liabilities as are mentioned in this Condition.

### **16. Further exclusions to liability**

- 16.1 The Owner will not be liable for any loss due to any breakdown of machinery failure of supply of electricity leakage of water fire government restriction or act of God which may cause the Building to be temporarily closed or the hiring to be interrupted or cancelled.
- 16.2 The Owner gives no warranty that the Building/rooms are legally or physically fit for any specific purpose.

### **17. Right of entry**

- 17.1 The Owner reserves the right for its duly authorised members or officers or employees to enter the Building at any time for any authorised purpose.

## 18. Breach by the 'Hirer'

If the Hirer fails to observe and perform any of these Conditions, the Owner may:

- 18.1 charge to and recover from the Hirer any expenses incurred by the Owner in remedying any such failure (including but not limited to the cost of employing attendants, workmen, cleaners or other persons as may be appropriate to remedy problems caused by the failure; and cancel the present or any other hiring of the Building by the Hirer without incurring any liability to the Hirer for the return of any of the Fee, the Deposit or other monies previously received, or other liability.

## 19. Cancellation Period

- 19.1 If for any reason the hirer wishes to cancel this agreement then they need to give a minimum of fourteen days notice. No charges will apply and all payments will be returned. If the cancellation period is less than 14 days but greater than seven days, then an administration charge of £25 pounds will be charged. Less than seven days notice period given will mean that the hirer will forfeit 50% of the payments made. New Testament Church of God reserves the right to give the hirer a minimum of seven days notice if they require the building for its members – for which it will refund back the hire period in question.

I/We acknowledge that I/we have read and accept the Owner's standard terms and conditions of hire (a copy of which is attached hereto) ('Conditions') and I/we undertake at all times to abide by these Conditions.

Signature of Hirer .....

Date .....

Signature for and on behalf of Owner .....

Date .....

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