

# Conditions and regulations relating to the use of the Premises at Stoneleigh Methodist Church Centre

## DEFINITIONS

- 'Premises' means the Stoneleigh Methodist Church, the ancillary buildings, and the enclosed area surrounding the buildings.
- 'Finance & Property Committee' means the managing committee of the Premises and includes any Officer of that Committee. The term 'we' in this document means the Finance & Property Committee.
- 'Bookings Secretary' means the person nominated by the Finance & Property Committee to manage the Premises in respect of lettings and use.
- 'User' means the individual person or persons applying to use the Premises for themselves, or on behalf of any organisation. The term 'you' in this document means the user.
- 'Period of use' means a period of continuous use of the Premises by the user, eg a single booking of a series of bookings.

## APPLICATION TO USE

- 1 You must complete our form to make an application for use. We may ask a nominee known to us to support your application.
- 2 You may not sub-let or assign the Premises.
- 3 You must not advertise your event at the Premises until we have accepted your booking.
- 4 We may refuse any application without needing to give a reason.

## USE OF PREMISES

- 1 You can exclusively use the room(s) stated on your application form. You can also share the hallways, kitchen and toilets, and the freely accessible general equipment. If you want exclusive use of any of these areas we may be able to arrange this subject to other users' requirements at the time.
- 2 You must make sure that no undesirable person is permitted to enter the Premises or otherwise make use of the same, and that nobody makes unreasonable use of the Premises or its facilities.
- 3 If your event involves children or young people in any way then you must be familiar with current Government guidance on 'Safe from Harm' and conform to it.
- 4 Your use cannot extend beyond 10:00pm unless this is noted on the booking form and accepted by the Bookings Secretary.
- 5 Your use of the Premises must not create excessive noise or any other nuisance to the neighbouring residents or other persons.
- 6 You must arrange any necessary licences relating to your intended use of the Premises and accept all relevant statutory responsibilities for the event.
- 7 You must make sure that nobody smokes in any part of the Premises, nor consumes nor brings onto the premises alcohol in any form whatsoever.
- 8 If we ask you to, you must have people to act as door or other attendants at your event.
- 9 You must not use decorations of any sort at the Premises without our agreement. Any such decorations (including fixings such as sellotape) must be completely removed from the Premises at the end of each period of use.
- 10 You must not interfere with any of our equipment in the Premises. You can bring you own equipment, such as amplifiers, lights, etc into the Premises if we have agreed to it.
- 11 When you leave the Premises, you must make sure it is secure, all lights are off and heaters reset as you found them, the washing up is done and, if necessary, the floors are swept or vacuumed. If you cannot get all your rubbish into our bins, then you must take it with you. Any damage or malfunction noted during your use must be reported to the Bookings Secretary immediately, whether caused during your booking or otherwise. Keys must be returned without delay. Anything left after the period of use shall become the property of the Church and the User shall have no further claim on such equipment, clothing etc or its value.

## PUBLIC SAFETY AND ACCESS

- 1 We, our agents, and any of the Emergency Services can enter the Premises at any time without prior notice.
- 2 You must make sure the marked fire exits are operational and are kept clear at all times.
- 3 You must provide adequate first aid materials appropriate to your use of the Premises.
- 4 The maximum permitted number of persons allowed in the rooms is as stated in our general literature or such other number as we agree on your application.

## **USAGE CHARGES**

- 1 Our Bookings Secretary will tell you what contribution to Church funds (the 'usage charge') is considered appropriate for your booking.
- 2 Payment is due in full when a booking is made. Until such time as payment in full is made and cleared, any provisional booking agreed may be cancelled without liability to you. We will give you access to the Premises only after we have been paid in full and, at our discretion, any cheque cleared by the bank.
- 3 We may ask for a deposit against possible damage to the Premises or loss of keys, cleaning etc, but the deposit does not limit your liability in this respect. The deposit, less any repair/replacement/cleaning costs, will be returned to you within 14 days of the booking.
- 4 We will not increase your usage charge once you have paid in full, even if we subsequently decide to increase our charges generally.
- 5 Cheques should be made payable to 'Stoneleigh Methodist Church' and sent to the Bookings Secretary. Payments must not be made out to any individual Officer nor handed to any other person unless you have been so advised by the Bookings Secretary.
- 6 If you cancel your booking then all payments received by us will be retained unless we can re-let the Premises for the relevant date and time.
- 7 We may cancel a booking either before or during a booking either because, in our opinion, the Premises have become unsafe for use, or because they are required for use for an Election or other official or Church purpose. In this case we will refund all your relevant payments, but this will be the limit of our liability to you.

## **REGULAR USERS**

- 1 A regular user, ie a user booking a series of five or more specific occasions at regular intervals, may be entitled to the following concessions relative to the normal conditions of use, subject to the approval of the Bookings Secretary. In the event of a breach of any of these conditions then any agreed concessions may be withdrawn without notice.
- 2 No payment payable on acceptance of application. In the event of cancellation of one or more booking(s) in a booked series then a nominal fee will become payable unless the room(s) in question can be re-let for that (those) date(s). If you do not use a booked occasion without cancelling it beforehand then full payment is due.
- 3 Payment may be made monthly, and a discount on the regular usage charge may be allowed.
- 4 Storage space for equipment may be provided subject to an additional fee to be agreed..

## **INDEMNITY AND INSURANCE**

- 1 We will not be responsible for the loss or theft of or damage to property belonging to you or any person attending the Premises.
- 2 You must indemnify and keep us and our agents indemnified from and against all claims, costs, damages, expenses, actions or demands whatsoever arising out of or in any way connected with your hiring of the Premises.
- 3 We will hold you responsible for the costs of any necessary repairs to the Premises/replacement of equipment arising from your use, including any consequential losses should the Premises be unusable as a result. Your liability is not limited to any deposit that we might hold.

## **TERMINATION OF USE**

- 1 If you do not comply with one or more of these conditions or our instructions or requests, then we can exclude you or any person in the Premises from the Premises until you do comply, but this will not relieve you from any obligations under these conditions.
- 2 You must only use the Premises for the purpose(s) we have agreed to, and we reserve the right, if we believe your use is improper, unseemly or undesirable, of immediately terminating your booking without payment of any compensation or refund of any payments made by you to us.