



**KING'S  
CHURCH  
HALIFAX**

## **THE KING'S CENTRE ROOM HIRE TERMS AND CONDITIONS**

### **TERMS AND CONDITIONS**

This Agreement constituting the Room Hire Booking Form and these Terms and Conditions is made between the Hirer and the Venue. The parties agree that the hiring will be carried out in accordance with this Agreement.

#### **1. Definitions and Interpretation**

1.1. The Venue - means The King's Church Halifax, The King's Centre, Park Road, Halifax, HX1 2TS

1.2. The Hirer - means the person or organisation as set out on the Room Hire Booking Form.

1.3. The Premises - means any room - The main hall, half the main hall, the creche, the children's room, the seminar room, the loft, the upper hall, meeting rooms 1 and 2, at The King's Church Halifax, The King's Centre, Park Road, Halifax, HX1 2TS as set out in the Room Hire Booking Form.

1.4. The Building - means The King's Church Halifax, The King's Centre, Park Road, Halifax, HX1 2TS

1.5. The Amount Due - means the amount excluding VAT that the Hirer is required to pay to the Venue as set out on the Room Hire Booking Form.

1.6. The Period of Hire - means the period set out on the Room Hire Booking Form

#### **2. Maximum capacity**

2.1. The Hirer will not exceed the maximum capacities for the Premises.

2.2. The maximum capacities are detailed on the King's Centre Room Hire Information document.

2.3. The Hirer shall ensure that no person under 16 years of age is permitted to enter the kitchen

### **3. Use of Premises**

3.1. The Hirer shall not use the Premises for any purpose other than that described on the Room Hire Booking Form and shall not sub-hire or use or allow the Premises to be used for:

- Any political rallies or demonstrations.
- For purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules.
- For functions attended by people whose presence may cause civil unrest or division within the community.
- To an organisation or individual which has been banned by law.
- Or to do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

3.2. The Venue reserves the right to exclude or eject from the Premises any person, and to cancel any booking where it considers:

- That such events may be contrary to the interest of the general public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.
- The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Venue or harm the reputation of the Venue.
- The Hirer shall ensure that no equipment, goods or other materials are left on the Premises overnight - other than with prior agreement with The Venue.

3.3 The Venue's primary function is as a Christian church. The ethos of the church is to use the hiring of its rooms to positively engage with, and support, its local community. However, it is essential that the use of these facilities are complementary to the Church's values. Accordingly, no bookings will be accepted that are deemed to be inconsistent with the Church's mission statement and values. This is consistent with exemptions detailed within the Equality Act 2010.

3.4 Only rooms that have been requested by the Hirer (via the booking form), and agreed to by The Venue, will be included in the booking. Access will be granted to common areas, toilets and corridors, however, these are to be used for the intended purposes only and are not to be used as 'spillover' from the room(s) that have been booked. All other rooms within The Venue will be off limits unless agreed otherwise prior to the booking.

### **4. Licences**

4.1. The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Venue against the consequences of the Hirer's failure to do so.

4.2. The Hirer shall not apply for a Temporary Event Notice without the written permission of the Venue.

4.3. The Hirer shall ensure that they have all permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any authority or person in respect of the event. This includes where required a licence issued by the Performing Rights Society and any copyright permission.

## **5. Health and Safety Compliance**

5.1. The Hirer shall comply with all requests of the Venue's Safety Adviser and must supply any documents requested promptly.

5.2. The Hirer shall be responsible for the health and safety aspects of the use of the Premises during the Period of Hire. The Hirer must carry out a risk assessment for each event.

5.3. The Hirer shall ensure they are familiar with the:

- a. fire alarm points
- b. fire evacuation procedures, routes, refuge point and assembly point
- c. location of telephone
- d. location of first aid kit
- e. location of the accident reporting book

5.4. The Hirer shall

- a. ensure clear and unobstructed access and regress is maintained to all emergency exits in the Premises
- b. ensure fire doors in the Premises are not be propped or left open at any time
- c. familiarise visitors with the position of fire alarm points, fire evacuation routes, fire refuge points and the fire assembly point
- d. appoint fire wardens who are trained in emergency procedures

5.5. The Hirer is advised to carry out a practice evacuation of the Premises to highlight any points for concern.

## **6. Electrical Appliance Safety**

6.1. The Hirer shall ensure that any electrical appliances intended to be used by the Hirer at the Premises shall be PAT tested.

## **7. Alterations**

7.1. The Hirer must not make any alterations to the Premises or any other part of the Premises without the Venue's prior written consent.

## **8. Food and Drink**

8.1. The use or provision of food or drink must be agreed with The Venue prior to the date of the booking. The Venue reserves the right to decline the use or provision of food or drink not supplied by The Venue should prior agreement not be obtained.

8.2. Where food or drink is to be supplied to the public the Hirer or caterer must hold a Basic Food Hygiene Certificate.

8.2. The Hirer shall if preparing, serving or selling food observe all relevant food and hygiene legislation and regulations.

8.3. If the Hirer wishes to use caterers on the Premises during the Period of Hire, the Hirer must ensure that the caterers comply with all health and hygiene legislations and regulations.

## **9. General regulations**

9.1. The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of the Venue) are displayed or offered for sale on the Premises.

9.2. Any items deemed to be of an offensive or inappropriate nature by the Venue shall be removed from display or sale immediately on the request of the Venue.

9.3. Smoking and/or vaping is not permitted in the Building. The Hirer shall ensure there is no smoking and/or vaping at the Premises.

9.4. Items of lost property will be retained for two weeks and then disposed of.

## **10. Nuisance**

10.1. The Hirer must not do or allow anyone attending their hiring to do anything on the Premises which is or may become a nuisance to the Venue or other hirers or to the occupiers of adjoining or neighbouring premises.

10.2. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises and the Building.

## **11. Children and Vulnerable Adults**

11.1. The Hirer must follow its own, current, safeguarding policy or read and comply with the Venue's safeguarding policy.

11.2. The Hirer is to ensure that their own or the Venue's safeguarding policy is adhered to at all times when working with children and/or vulnerable adults.

## **12. Charges, Confirmation and Cancellation**

12.1. The booking will be confirmed on acceptance of the booking by the Venue

12.2. The Venue reserves the right to cancel any booking for any reason. Where a booking is cancelled by the Venue, the Venue shall incur no liability to the Hirer whatsoever.

12.3. Where the booking is cancelled by the Hirer less than 24 hours before the first day of the event, twenty five percent of the full Amount Due must be paid by the Hirer. This to cover costs associated with the setup and heating of the booking.

12.4. Certain bookings may require additional payments by the Hirer. These may include, but are not limited to:

- Bookings outside of the Venue's standard operating hours
- PA
- Catering

These charges will be highlighted by the Venue at the time of booking and will be added to the Amount Due. Any issues with these payments should be discussed prior to the confirmation of the booking. Once the booking is confirmed they will make up the Amount due as detailed in clause 12.3.

## **13. End of Hire**

13.1. The Hirer shall ensure that the Premises are vacated at the end of the Period of Hire.

13.2. The Hirer shall ensure the Premises and surrounding area in a clean and tidy condition and all equipment, goods and other materials including rubbish are removed from the Building at the end of the Period of Hire.

13.3. Where the hire includes use of the kitchen the Hirer shall ensure all crockery, utensil, the cooker and fridge are left in a clean and empty condition. A charge of £100.00 shall be payable by the Hirer where the kitchen including any crockery, utensil, the cooker and fridge have not been left in a clean condition.

13.4. Additional charges may apply where the Hirer fails to comply with clause 17.1 and 17.2.

## **14. Payment and Amount Due**

14.1. The Hirer shall make payment of the Amount Due within 30 days of the date of the invoice.

14.2. Interest at the rate of 4% above the base rate of the Bank of England from time to time will be payable on any late payment.

14.3. The details of the Amount Due are set out on the Room Hire Information Form. The Venue updates room hire charges from time to time. The Venue will give 10 days' notice of any increase in the Amount Due.

## **15. Insurance**

15.1. During the period of the hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify the Venue from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire except where due to the negligence of the Venue or their respective servants or agents.

14.2. The Hirer shall maintain Public Liability Insurance in the sum of not less than £5,000,000, in place for the use of the Premises during the Period of the Hire.

## **16. Data Protection**

16.1. Personal data supplied on the Room Hire Booking Form will be held and will be used in accordance with the Data Protection Act 1998 for statistical analysis, management, planning and in the provision of services by the Venue and its partners.

## **17. Care of Premises and Equipment**

17.1. The Hirer shall ensure no damage is caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

17.2. The Hirer shall be responsible for any damage caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

## **18. Loss or damage**

18.1. The Venue shall not be liable for any death injury loss or damage however so caused to the Hirer, persons using the Premises and/or to their property except for death or personal injury or damage to property caused by negligence on the part of the Venue or its employees or agents; or any matter in respect of which it would be unlawful for the Venue to exclude or restrict liability.

## **19. Advertising**

19.1. No advertising shall be displayed at the Building without the written permission of the Venue.

19.2. Any artwork or other advertising for the event must be approved by the Venue.

19.3 A charge of £100 shall apply where the Hirer fails to comply with clauses 19.1 and 19.2 and the Venue reserves the right to cancel the booking.

## **20. General Terms**

20.1. The Venue may from time to time amend or add to the Terms and Conditions of Hire in writing.

20.2. The Hirer shall ensure that their event/hire complies with all relevant legislation and regulations.

20.3. The Hirer shall engage with the Venue's Safety Advisory Group when requested.

20.4. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

20.5. No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

20.6. This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.