

**1. Use of St Thomas-on-The Bourne**

- Use of St Thomas-on-The Bourne, including the driveway, car park and gardens, (referred to herein as the 'Premises') for any Event shall be confined to the use or uses as identified in the Booking Form. The use or uses is referred herein as the 'Event'. The 'Parish Office' is the office in the entrance to St Thomas-on-The Bourne Church.
- Any Event must close no later than 23.00 hours. Any variation on this will need to be agreed in advance with the Parish Office and confirmed on the Booking Form.
- All bookings are for private usage only and as such should not be advertised on the internet, by mobile phone, or in any other public manner, without permission from the Vicar and/or churchwardens of St Thomas-on-The Bourne.
- Users must sign the Conditions of Use to confirm that they have read and understood the Conditions of Use and agree to comply in all respects.

**2 Keys and contact details**

- Keys to the church, rooms and kitchen are available from the Parish Office.
- The contact person or a representative from the User should make arrangements to collect the keys before the event by calling the Parish Office on 01252 715505 during office hours Monday to Friday 09.30 to 12.00 hours.
- After the event all the keys should be returned to the Parish Office.
- When the office is closed please place the keys in the envelope provided and put that in the letterbox below the external notice board to the left of the main entrance.

**3. Usage suggested minimum donations**

- A non-refundable 10% deposit must be made at the time of booking an Event.
- Payment in full must be made at least 28 days in advance of the booked date for the Event.
- Payment is required in full; and at the time of booking, when the date of the Event is within 28 days.
- Provisional acceptance of a booking will be made, subject to the guidance notes in 1 above
- A refundable security deposit of £150 (in the event of theft or damage) is made at the time of booking. Return of the refundable deposit is dependent upon the Premises having been checked as left undamaged and in a clean state. Where there has been theft or damage; the £150 will be retained and an invoice issued to cover all costs in relation to repair or replacement.

**4. Cancellations**

- Cancellation of bookings must be received by the Parish Office not less than 14 working days in advance of the date of the Event.
- In the event of any cancellation, the 10% deposit will be forfeited.
- Cancellations received less than 14 working days before Event will forfeit the booking costs in full.

**5. Preparation and cleanliness**

- The User is responsible for setting up the Event.
- The User is required to leave the Premises in a clean and tidy condition, and to remove all rubbish from the Premises.
- The User is required to stack and store chairs and tables, turn off lights, close all windows, internal doors and external doors at the end of the Event.
- Setting up and clearing away time by the User is to be included in the booked time for the Event.

**6. Damage and breakages to St Thomas-on-The Bourne property**

- Breakages must be reported to the Parish Office within 24 hours of the incident. The User may be charged for cost of replacement or repair.
- Users must indemnify St Thomas-on-The Bourne for any damage, however caused, during or in respect of the Event.
- The User shall take all reasonable precautions to ensure and safeguard the safety of persons and St Thomas-on-The Bourne property; including property in and upon the buildings and grounds by the provision of sufficient supervision and control at all times.
- The User will ensure that no church property is tampered with, used or removed without express permission,

including the music, hymn books and church supplies in the Choir Vestry.

#### **7. Noise and public order**

- Users using amplified music are required to keep the volume to an acceptable and reasonable level to avoid causing a nuisance to neighbours and other uses of the Premises.
- All amplified sound must cease by 23.00 hours, unless the Event time has been extended beyond 23.00 hours, and where agreement is reached to extend amplified sound timing by a maximum of half an hour.
- Users are requested to keep all unnecessary noise down to a minimum, especially when leaving the Premises.
- Users are asked to respect the fact that St Thomas-on-The Bourne is a Church, and to comply with the requirements of St Thomas-on-The Bourne for the purpose of ensuring public order and decency. The User shall be responsible for ensuring that nothing contrary to sobriety, decency or good manners shall be performed, produced, exhibited or represented therein.
- When large numbers or groups gather and where alcohol is served, the User must, at their own expense, provide sufficient supervision and appropriate door security. Users are advised to ensure that only invited guests enter the premises.

#### **8. Indemnification (Insurance)**

- The use of the Premises is entirely at the risk of the User. The User shall indemnify St Thomas-on-The Bourne against all claims, demands, actions or proceedings and any loss, damage or injury which may be brought against or suffered by the Parish arising from or in consequence of the non-observance or non-performance of any of these conditions or any act, neglect, default or omission of the User, his agents or servants, and all claims, demands, actions or proceedings in respect of the death or injury whosoever and by whomsoever caused of or to any person which shall occur or arise from any accident or occurrence which shall happen while such person is on or upon any part of the Premises or its environs during the period of use or in respect of any loss or damage suffered or sustained by any person in consequence of any such death or injury.
- St Thomas-on-The Bourne is not responsible for any loss due to any breakdown of machinery, failure of supply or electricity, repair work, leakage of water, Government restriction or Act of God, which may cause the Premises to be temporarily closed or the Event to be interrupted or cancelled. The User shall indemnify St Thomas-on-The Bourne against any claim, which may arise out of the Event in respect of any such loss, damage or injury..

#### **9. Expiration of use**

- Should the User or his/her agents, servants or licensees remain on the Premises after the expiration of the period of usage set out in the Booking Form for any reason whatsoever, he/she will be liable to be charged in accordance with the scale of minimum donations for the subsequent use session of the facility and for any other charges incurred.

#### **10. Sub-Letting**

- The Booking Form is personal to the User and the User shall not assign the benefit or interest he/she may have in the Premises or sub-let or share possession any part of the Premises

#### **11. Health and safety**

- St Thomas-on The Bourne is a 'NO SMOKING BUILDING'; this includes the immediate vicinity of the building and the external courtyard.
- It is the responsibility of the User to observe all regulations, rules and conditions of licensing that pertain to issues of health and safety. In particular (but without prejudice to the generality of the foregoing), the User is required to bring their own tea towels, dishcloths and black bin liners, in accordance with requirements of Waverley Borough Council.
- The User shall not bring or permit any other person or agent to bring onto the Premises articles of an inflammable or explosive nature which could cause damage or injury (or any article producing an offensive smell, or any oil, electric, gas or other engine).
- The use of candles on the Premises is prohibited, except in cases where specific permission has been granted.
- All seats are to be arranged by the User with sufficient gangways to afford proper means of exit and all passages and

exits must be kept free from obstruction.

- Caterers, contractors and persons employed by the User to supply refreshments will be required to observe all hygiene regulations and such other reasonable requirements of the Chief Environmental Health Officer.
- Those in attendance during the Event must not exceed the numbers stated in the Booking Form.
- The User must familiarise him/herself with the procedures in the case of fire and/or evacuation.
- Unless specifically approved by St Thomas-on-The Bourne in writing, dogs or other animals will not be admitted to the Premises, except for Guide Dogs. The award of live animals as prizes is prohibited.
- No wax or powder shall be placed on the floors.
- Electrical equipment. All electrical equipment brought into and/or used at the Premises should be appropriately tested (Portable Appliance Test) and in good and safe working order. Users are fully liable for damage caused by or to any such equipment which does not comply with this requirement.
- St Thomas-on-The Bourne provides First Aid boxes, which should be used by qualified persons only. Neither St Thomas-on-The Bourne, or any employee thereof can be held responsible for any misuse or unqualified use. [Kept in Tea Bar, Kitchen and in Youth Room].

#### **12. Kitchen and Entrance Tea Bar**

- Heated water can be obtained from the fitted instantaneous hot water heaters in the Kitchen and in the Welcome Area Tea Bar. Kettles or other appliances must not to be used in Welcome Area Tea Bar.
- Where a User has booked “Kitchen ½ use (non-cooking)” the instantaneous hot water heater and the dish-washer are the only items of electrical kitchen equipment that can be used.
- No additional cooking facilities, apart from cooking utensils, may be brought into the Premises by the User or by any person on their behalf.
- No fat fryers, chip fryers or saucepans with deep fat are to be used on the Premises.

#### **13 Fire regulations/emergencies**

- Before the Event the User shall acquaint him/herself with the ‘Fire Procedures for Users’ and appoint a Fire Marshall, whose name must be notified to the Parish Office and who will take full responsibility for safe evacuation of the Premises in the case of fire. Fire notices are displayed throughout the Premises.
- In an emergency, the location of the church is “**St Thomas-on-The Bourne Church, postcode GU9 8HA**”. If required, give the directions to the church as – “St Thomas-on-The Bourne Church is on the left hand side of the A287, one mile from the centre of Farnham going South, immediately opposite The Bourne Sports Club”.

#### **14. Sale of alcohol**

- The sale of alcohol (which includes the provision of alcohol in return for “donations”, or the inclusion of alcohol in the ticket price of an event) is only allowed if the User has obtained a Temporary Event Notice Licence (TEN), with the permission of the Parish Office. There is a limit on the number of TEN's which can be granted to any premises in a year, and so if alcohol is to be sold by the User during the booking the User must apply to the Parish Office when booking the premises for permission to apply for a TEN. If permission is granted, then the User is responsible for applying to the Local Authority for a TEN for the sale of alcohol and for the cost thereof. A copy of the front sheet of the TEN is required for Parish records in advance of the Event. (If alcohol is provided without charge a Temporary Event Notice is not required.)

#### **15. Security of personal property**

- St Thomas-on-The Bourne will not accept any responsibility for any loss or damage to articles or equipment left on the Premises.
- Property used in connection with any Event shall not be left on the Premises after the Event. St Thomas-on-The Bourne shall be entitled to dispose of any property left on the Premises after the Event as it sees fit and the User shall be responsible for any costs or expenses incurred in the removal, storage or disposal of such property.

**16. Wall hanging, decorations, piano etc.**

- The User shall not attach to the walls, ceilings, doors or windows anywhere in the Premises any decorations, pictures, posters, or any display items of a permanent, semi-permanent or temporary nature or attachments whatsoever by any means. If chairs or pews are to be moved, they should be lifted rather than dragged to avoid damage to flooring. Any staging to be erected must not touch the walls or be secured to the walls or other furniture, and should be lifted into place, not dragged.
- The piano is tuned regularly throughout the year, but if the User wishing to use it considers that it needs re-tuning the Parish Office will organise this at the User's expense. The piano is only to be used by suitably qualified persons, following permission and after payment as per the booking form. After the event, the piano if used, should be covered and returned to its original position. It should not be dragged across the central aisle carpet, under which the hard of hearing 'loop system' is located. The User will be responsible for any repairs needed to the induction loop if such damage is sustained.

**17. Licensing****• Performing Rights Licensing**

St Thomas-on-The Bourne is not authorised to permit the use of copyright material in functions for which the Premises are made available. The organisers of Events on the Premises must arrange directly with the Performing Rights Society and Phonographic Performance Ltd for all licences required for the use of copyright material and undertake to indemnify St Thomas-on-The Bourne in respect of any claim made under copyright law.

**• Film shows**

No film shall be shown unless the consent of St Thomas-on-The Bourne has first been obtained in writing. The user shall comply where applicable, with the requirements of the Cinematograph Act. (The Premises are not licensed under the Act).

**• Bingo, Gaming Licence Duty**

The playing of Bingo or other forms of permitted gambling must conform to all statutory and other current gaming regulations and requirements. Failure to adhere strictly immediately terminates the booking with St Thomas-on-The Bourne. Current regulations are available from HM Customs and Excise.

**• Public Entertainment Licence**

St Thomas-on-The Bourne does not hold a Public Entertainment Licence. Public entertainment is prohibited.

**18. Right of entry**

- The right of entry to the Premises is reserved to the Churchwardens of St Thomas-on-The Bourne or any agent of St Thomas-on The Bourne any time during the Event. St Thomas-on-The Bourne also reserves the right to refuse admission or to ask any person to leave the Premises without stating any reason therefore.

**19. Child protection and child safety**

- A User for children's groups will attach a copy of their own Child Protection Procedures to the Conditions of Use and by signing the Conditions will affirm that these procedures will be adhered to at all times. Any User wishing to use the Premises that do not have their own procedures will be provided with a copy of the St Thomas-on-The Bourne Child Protection Procedures. The User will sign an affirmation undertaking to follow St Thomas-on-The Bourne procedures in relation to all their work with children and young people, preventing child abuse and responding to child protection concerns.
- Posters or other displays containing personal information or photographs of children shall not be on view to the general public, but held in a secure way as required under Data Protection.
- Parents and carers will adequately supervise their children at all times and not allow them to run around the Premises alone for the safety and enjoyment of children and other Users.

**20. Failure to comply**

- St Thomas-on-The Bourne reserves the right to terminate any Event immediately in the event of the User failing to observe or perform any of the conditions or regulations herein contained and St Thomas-on-The Bourne may retain the usage donation and any other charges paid by the User.

**21. Modification of conditions**

- St Thomas-on-The Bourne reserves the right to modify or vary any of these conditions or regulations or to impose special conditions where in its opinion the nature of any application so demands.

**22. Loss of Use of the Premises through strikes etc.**

- St Thomas-on-The Bourne will not be responsible for any loss or damage suffered by the User in the event of the accommodation not being available by reason of accident, war, civil commotions, force majeure, strike, lock out or any other cause beyond the control of St Thomas-on-The Bourne. The decision of St Thomas-on-The Bourne as to whether or not the Premises are available within the meaning of this condition shall be final and binding on the User.

**23. Publicity and marketing**

- The publicity and marketing of any event shall be the full responsibility of the User, subject to Condition 1.

**24. Cancellation of an Event**

- The User is responsible for the running and staging of the Event within the terms of the Conditions of Use. St Thomas-on-The Bourne will be under no liability to any third party resulting from the cancellation or alteration of the event or any other matters that are the responsibility of the User. The User will indemnify St Thomas-on-The Bourne against all such liabilities.

**25. Risk assessment of Events**

- Generally, normal Parish use and most events would be covered by routine risk assessments.
- Those involving children and/or sports or fitness events, need to have their own insurance and should, in the case of supervising children, be DBS checked
- For events involving 18 to 25 year olds; a detailed risk assessment is required with the areas of concern highlighted and the solutions proposed and detailed. If qualified door security is required, it is the financial responsibility of the User.
- At the viewing time, all Users will be made aware of the security of the Premises; fire safety notices; first aid box and other health & safety issues relevant at the time.

**Signature of User** .....

**Print Name of User** .....

**Signature of Parish Office** .....

**Date** .....