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**Venue/Room Hire - Terms and Conditions**

1. **Binding contract**

**1.1**The Booking Confirmation and these terms and conditions together constitute a legally binding contract between **St Barnabas Church Centre**and **the Hirer**(as set out on the Booking Form). (“**Contract**”).

**1.2**The Hirer and the Contract Person (as set out on the Booking Confirmation) shall be jointly and severally liable for payment of all charges due to St Barnabas Church Centre under this Contract.

1. **Provisional bookings**

**2.1**Enquiries should first be made to check the availability of the venue. If the date required is available for the function a provisional booking can be made by telephone or e-mail. The Hirer should provide organisation name, full invoice address, a purchase order number (if required by the Hirer’s internal procedures) and any other provisional details. The provisional booking will be held for a maximum of 30 days or until another enquiry for that room is made, whichever is sooner, at which point the Hirer will be contacted and asked to either confirm the booking or to release it immediately.

1. **Confirmation of bookings and numbers**

**3.1**All bookings are provisional until:

**3.1.1**The Hirer has confirmed the provisional booking by properly completing the Room Booking Form; and

**3.1.2**St Barnabas Church Centre has acknowledged receipt of the Booking Form and confirmed the booking by email as per the given email address on the booking form.

**3.2**If catering is required for the function, the Hirer needs to inform St Barnabas Church Centre at the point of booking, in accordance with section 6.

**3.3**The Contact Person warrants that he or she has, prior to booking a room, complied with the Hirer’s internal procedures, including but without limitation, any requirement for prior authorisation by way of a purchase order.

1. **Cancellations and postponements**

**4.1**Once room bookings are confirmed, room cancellations will be charged on the following basis:

**More than 20 working days notice:**No Charge

**Between 11 and 20 working days notice:**50% Room Hire

**Between 10 – 8 working days notice:**100% Room Hire

**Less than 7 working days notice:**100% of Room Hire and 100% Catering plus VAT

A working day constitutes notification being submitted before 9.00am

**4.2**All cancellations should be made in writing and will be effective at the time and on the date received by St Barnabas.

**4.3**Where possible every effort will be made to re-sell cancelled space to minimise any cancellation charges to the Hirer.

**4.4**Any bookings that wish to postpone will be subject to cancellation charges as set out in section 4.1.

1. **Payment terms and VAT**

**5.1**St Barnabas Church Centre reserves the right to require payment by way of a deposit of all or part of the room charge on such date prior to the event as St Barnabas Church Centre shall determine. Should the Hirer not pay such a deposit by the date specified, St Barnabas Church Centre may treat the booking as having been cancelled by the Hirer and will be subject to cancellation charges as set out in section 4.1.

**5.2** Payment terms are:  We will issue an invoice which must be paid within 30 days of the date of your booking/your event.

**5.3**All prices are subject to VAT which is charged on the following:

**Room hire only (VAT exempt)**

**Catering**certainitems are VAT at the standard rate. Catering menu indicates where no VAT is charged.

**5.4**St Barnabas Church Centre reserves the right to alter prices or other details shown in its brochure or on its website without notice. Tariffs are reviewed annually. The Hirer will be invoiced at the rates applicable on the actual day of the function.

1. **Catering**

**6.1**All catering relating to a function shall be provided by St Barnabas Church Centre. Outside catering is not permitted.

**6.2**The Hirer shall, not less than 10 days prior to the date of the function, inform St Barnabas Church Centre the final number of guests attending the function. Final numbers may not be less than 75% of the numbers booked. If this is the case then cancellation charges as those laid out in section 4 of these terms and conditions will apply.

**6.3**Any reduction in numbers received during the 10 days prior to the function cannot be accepted and non-arrivals will be charged for.

**6.4**Numbers may be increased up to 2pm, two days prior to the function, subject to the caterer’s agreement.

**6.5**Dietary requirements will be catered for if ordered within the time frame specified in these conditions of hire.

**6.6**St Barnabas Church Centre reserves the right to change its catering items without notice. Any substituted product will be of a comparable standard.

**6.7** Clients/delegates using a room are **not permitted** to bring in **HOT FOOD at any point** (Burgers, chips, pizzas etc) Individuals are permitted to bring their own lunch when St Barnabas catering has not been ordered but the Church Centre accepts no responsibility for food brought in by delegates. Please note, there are no microwave or fridge facilities.

**6.8** Cleaning – we ask that clients encourage delegates to use the bins provided in the rooms to dispose of food wrappings and waste.

1. **Session times**

**7.1**Unless otherwise stated, session times are as follows:

**Morning:**09.00 – 12.30

**Afternoon:**13.30 – 17.00

**Evening:**18.00 – 21.00

**7.2**The function is required to finish at the times specified on the Booking Form. The session time shall include the setting up and breaking down of equipment. In the event of any extension to the session time(s), the Hirer shall incur additional charges calculated by reference to the session charges for the allocated room(s).

1. **Equipment**

**8.1**The Hirer may only bring additional equipment, articles or substances on to the premises with the prior agreement of St Barnabas Church Centre and as such, equipment, articles or substances must be specified in writing. The Hirer may use their own electrical equipment as long as it is less than 12 months old or has been electrically PAT tested within the last 12 months. Evidence of which should be given to the venue before set up.

**8.2**The Hirer shall be liable, on demand, to make good any damage to furniture, fittings, equipment and any other property of the St Barnabas Church Centre caused by any act, neglect or default of the Hirer’s employees, delegates, agents or other representatives.

1. **Affixing of signage**

**9.1**The Hirer shall not erect any exhibitions, stands, displays, freestanding advertising material or signs or any other items on the premises without prior agreement of St Barnabas Church Centre.

**9.2**The Hirer shall be responsible for any loss or damage caused to the premises arising from the erection of any item specified in section 9.1 above and shall pay to St Barnabas Church Centre on demand the amount required to make good any such damage.

1. **Obligations of the Hirer**

**10.1**The Hirer shall remove (or procure the removal from the premises of) any person acting in a manner which, in the reasonable opinion of St Barnabas Church Centre may be undesirable, inappropriate, harmful, offensive, obscene or illegal or may cause a breach of the peace and shall procure the cessation of any activity on the premises for which the Hirer or its guests are responsible and which, in the reasonable opinion of St Barnabas Church Centre, constitutes or may constitute a breach of the peace.

**10.2**The Hirer shall not assign, sublet or otherwise seek to hire the Booked Room without prior written consent of St Barnabas Church Centre.

**10.3**The Hirer shall indemnify St Barnabas Church Centre for any loss or damage to any property arising out of the holding of a function or any injury which may be incurred by or be done or happen to any person during the holding of a function arising from any causes what so ever, or for any loss due to any breakdown of machinery, failure or supply of electricity or telephone, leakage of water, fire, riot, government restriction or act of God which may cause St Barnabas Church Centre’s premises to be temporarily closed or the function interrupted.

**10.4**The Hirer must comply with St Barnabas Church Centre’s policies including all anti-discriminatory policy. St Barnabas Church Centre will refuse the right to hire or cancel said booking that does not comply with the current policies at the date of hire.

**11 General**

**11.1**Neither party excludes liability for death or personal injury caused by its negligence ,or that of its officers, employees, contractors or agents; for fraud or fraudulent misrepresentation; or for any other liability which may not be excluded by law.

**11.2**St Barnabas Church Centre’s liability, under the Contract, for loss of or damage to the Hirer’s tangible property caused by the negligence of the Supplier, its officers, employees, contractors or agents, shall not exceed the charges paid by the Hirer under the Contract.

**11.3**Without prejudice to section 11.1 St Barnabas Church Centre shall have no liability for any losses or damages which may be suffered by the Hirer (or any person claiming under or through the Hirer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, for any indirect or consequential loss, including but without limitation loss of profit or anticipated savings.

**11.4**The Hirer shall indemnify, and keep indemnified, defend and hold harmless St Barnabas Church Centre and its respective officers, agents, employees, successors and assigns from any and all losses, liabilities, damages, costs and expenses arising directly or indirectly from or in connection with any and all acts or omissions of the Hirer, or breaches of this Contract by the Hirer including any act, neglect or default of the Hirer’s employees, agents or sub-contractors.

**11.5**The Hirer agrees that St Barnabas Church Centre may periodically contact the Hirer with details of special offers and services that may be of interest to you. The Hirer can any time on written notice advise St Barnabas Church Centre that it does not wish to be included in this activity.

**11.6**This Contract shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts to determine any dispute arising out of this Contract or its interpretation.

**Safeguarding**

The Parochial Church Council of St Barnabas Erdington Parish Church has a Policy for Safeguarding Children, Young People and Vulnerable Adults. A copy can be made available or it can be viewed on the St Barnabas Church website at [www.stbarnabaserdington.org.uk](http://www.stbarnabaserdington.org.uk) Your booking agreement is conditional upon you complying with it unless you already have an equivalent policy of your own.

Our policy is in place to protect all children and vulnerable adults regardless of gender, ethnicity, disability, sexuality, religion or faith. The welfare of the child or vulnerable adult is paramount and is the responsibility of everyone. All children and vulnerable adults have the right to protection from abuse whether physical, verbal, sexual, bullying, exclusion or neglect. All people associated with St Barnabas Church Centre and its use as a hirer or otherwise, have a responsibility for the safeguarding of children and vulnerable adults.

All hirers need to ensure that children, young people and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage which may be caused by their room hire activities whilst in the building and that you carry full liability insurance for this.

St Barnabas Church Centre staff can be contacted for assistance with raising a safeguarding concern.

**Health and Safety**

St. Barnabas Church Centre regards the health, safety and welfare of all visitors and users of its premises and services, including its employees and volunteers, as its top priority.

The hirer must:

* Take all reasonable care for their own health and safety and for the health and safety of others who may be affected by their actions.
* Assess the health and safety risks associated with their activities and, if so requested, supply a relevant risk assessment form(s) to St. Barnabas Church Centre prior to the commencement of their activities.
* Notify St. Barnabas Church Centre immediately of any incident occurring during the Hirer’s activities causing personal injury or resulting in a near-miss.
* Maintain a register of their activities’ attendees and ensure that the register is made available at the Assembly Point in the event of an emergency evacuation of the building.
* Familiarise themselves with the actions to be taken in the event of a fire ( Fire Action notices are on display throughout the building) and ensure that their attendees are made aware of these actions together with the location of fire exits, fire alarm call points, fire extinguishers and the Assembly Point.
* Ensure that no at no time, they or any of their attendees cover up, block or interfere with any emergency exit or items of firefighting equipment.
* In advance of the Hirer’s activities, inform St Barnabas Church Centre of any attendees who may require assisted emergency evacuation arising from a physical disability or other special need.

The Hirer shall not be allowed to use naked flames or highly flammable substances in any part of the premises. **No smoking or vaping is allowed in any part of the building.**

The Hirer shall not alter, move, or interfere with any lighting, heating, power or other electrical fittings or appliances; or install or use the same without the prior consent of St Barnabas Church Centre.

**Queries** – for any queries relating to these terms and conditions, please contact:

reception@stbarnabaserdington.org.uk

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