

Coombe Keynes Church Booking Form

All bookings, whether external or CKT members, must go through the booking system.
Contact: bookings@coombekeynes.com

Brief description of space and facilities

Church interior – one large room (12.5m x 5.5m) with power points, heaters, wifi, fire alarms, opening windows. Portaloo outside. Cold water tap outside. Access via worn concrete ramp and churchyard grass path. Step at entrance. Crockery, glassware and cutlery are available for use.

HIRER DETAILS	
Name	
Organisation	
Address	
Email	
Phone	

BOOKING DETAILS	
Date	
Event start/end time	
Access/clear out time	
Number of attendees	
Other requirements	
Purpose of booking	

BOOKING CONFIRMATION	
Date of Enquiry	
Amount Due (incl. refundable deposit)	
Date received/confirmed	
Hirer	
Full Period of Hire	

I am the Hirer / I am authorised by the Hirer (delete as appropriate) to enter into this agreement. I agree to the terms and conditions.

Signed

Job Title

Print Name

Organisation

TERMS AND CONDITIONS

This Agreement constituting the Room Hire Booking Form and these Terms and Conditions is made between the Hirer and Coombe Keynes Trust 2022 (CKT), a Charitable Incorporated Organisation registered in England and Wales with charity number 1198804 whose registered office is at Coombe Keynes Church, Church Lane, Coombe Keynes, BH20 5PS. The parties agree that the hire will be carried out in accordance with this Agreement.

1. Definitions and Interpretation

- 1.1. The Hirer – means the person or organisation as set out on the Room Hire Booking Form.
- 1.2. The Premises – means the Main Hall at Holy Rood Church, Coombe Keynes, BH20 5PS as set out in the Room Hire Booking Form.
- 1.3. The Building – means Holy Rood Church, Coombe Keynes, BH20 5PS
- 1.4. The Amount Due – means the amount excluding VAT that the Hirer is required to pay to CKT as set out on the Room Hire Booking Form.
- 1.5. The Period of Hire – means the period set out on the Room Hire Booking Form.
- 1.6 Data Protection Legislation – any law, enactment, regulation or order concerning the processing of data relating to living persons including the UK GDPR, the UK Data Protection Act 2018 and Privacy and Electronic Communications (EC Directive) Regulations 2003 as amended from time to time and to the extent applicable to the activities or obligations under or pursuant to this agreement.

2. Maximum capacity

- 2.1. The Hirer will not exceed the maximum capacities for the Premises. Maximum capacity is 60 persons.

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:
 - a. Any political rallies or demonstrations.
 - b. For purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules.
 - c. For functions attended by people whose presence may cause civil unrest or division within the community.
 - d. To an organisation or individual which has been banned by law.
 - e. Or do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
- 3.2 CKT reserves the right to exclude or eject from the Premises any person, and to cancel any booking where it considers:
 - a. The booking or activities are contrary to clause 3.1.
 - b. 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.
 - c. The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to CKT or harm the reputation of CKT.

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 CKT 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 CKT. Such permission to be sought as soon as the Hirer becomes aware a Temporary Event Notice may be required. CKT may, at its sole discretion, refuse such permission and return any Hire fee or deposit already paid.

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.

5. Health and Safety Compliance

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

5.2. The Hirer shall be responsible for all health and safety aspects of the use of the Premises during the Period of Hire, not limited to carrying out risk assessments where reasonably required.

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

- a. fire alarm points; and
- b. fire evacuation procedures, routes, refuge point and assembly point; and
- c. location of first aid kit.

5.4. The Hirer shall:

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

7. Alterations

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

8. Food and Drink

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

8.2. 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 legislation and regulations.

9. General regulations

9.1. Smoking and/or vaping is not permitted in the Premises and the Hirer shall ensure no smoking and/or vaping takes place.

9.2. 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 CKT) are displayed or offered for sale on the Premises.

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

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 CKT 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.

11. Children

11.1. The Hirer shall ensure that where an event involves activities aimed predominantly at children they have appropriate child protection policies and procedures in place.

12. Charges, Confirmation and Cancellation

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

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

12.3. Where the booking is cancelled by the Hirer less than 14 days before the first day of the event the Amount Due must be paid in full.

12.4 The Hirer shall pay the Amount Due when invoiced by CKT and such payment will be made within 7 days of the invoice date except where the invoice is raised within 7 days prior to the start of the Period of Hire, in which case payment is due immediately.

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 are left 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 their use the Hirer shall ensure all crockery, cutlery, glassware and utensils are left in a clean and empty condition. A charge of £50.00 shall be payable by the Hirer where crockery, cutlery, glassware or utensils have not been left in a clean condition.

13.4. Additional charges may apply where the Hirer fails to comply with clause 13.2, 16.1 or 16.2.

14. Insurance

14.1. 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 CKT 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 CKT 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. *A copy of the Hirer's Public Liability Insurance Certificate shall be provided to CKT not less than 14 days before the first date of the Period of Hire.*

15. Data Protection

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

16. Care of Premises and Equipment

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

16.2. 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.

17. Loss or damage

17.1. CKT 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 CKT or its employees or agents, or any matter in respect of which it would be unlawful for CKT to exclude or restrict liability.

18. Advertising

18.1. No advertising shall be displayed at the Building without the written permission of CKT.

18.2. Any artwork or other advertising for the event must be in keeping with the church surroundings and permitted uses.

18.3 A charge of £50 shall apply where the Hirer fails to comply with clauses 18.1 and 18.2.

19. General Terms

19.1. CKT may from time to time amend or add to the Terms and Conditions of Hire in writing.

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

19.3. The Hirer shall engage with CKT's Safety Advisory Group when requested.

19.4. 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.

19.5. 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.

19.6. 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.

Coombe Keynes Trust January 2025