

All Saints Centre, Kings Heath Room Hire Terms and Conditions

1. All Applications for the hire of rooms must be made at the Centre office, where an appropriate booking form must be completed. The person by whom this booking form is signed by shall be considered “the hirer”. Where a promoting organisation is named, that organisation also shall be considered to be “the hirer”. By signing the booking form the signatory represents that (s) he has the authority to bind the organisation.
2. The hirer must be an adult or an organization, and may be required to supply two references, one of which must be a character reference and the other an activity related reference, and evidence of identity.
3. A returnable breakage deposit of £75 must be paid for all social bookings, and is payable with the balance. The balance is due up to 30 days before the event takes place. A 10% non returnable deposit must be returned with the booking form (a booking is not confirmed without the deposit); all booking forms must be signed.
4. The breakage deposit will be returned if the premises have been left clean and undamaged and the terms and conditions have been met.
5. In the event that ASC suffers or incurs cost or expense or other sum in respect of which it is entitled under these terms and conditions to be indemnified by the hirer, ASC will draw against the deposit or the full amount paid by the hirer to meet such cost, expense or sum. The hirer shall remain liable for such cost, expense or sum to the extent that the deposit is insufficient to discharge the amounts.
6. Please respect the neighbours. This includes not playing music too loudly, especially if the windows are open. Please leave the building quietly in the evening.
7. The hire of space in the centre does not entitle the hirer to use or enter into the premises at any time other than specific hours for which the centre is hired, unless prior arrangements have been made with the Centre Coordinator.
8. The hirer’s rights under these terms and conditions are personal to the hirer. The hirer shall not purport to sub-contract, assign or otherwise share or deal in its rights to the hired space in the centre or any part of it. Amendments to bookings to change the hirer party or add additional parties can be proposed for consideration by the Centre Coordinator.

9. The right of entry to the centre is reserved to the Directors of ASC and representative, employee or agent of Birmingham City Council and any Police person at any time during the hiring.
10. The hirer shall be responsible for ensuring that good order is kept in the hired space and in the entrances, exits and corridors leading to and from such space or as otherwise used by the hirer's guests during the booking. The ASC may, if it thinks fit, charge the hirers for any extra expense they may incur for utilising space at the centre without prior permission, or engaging any event in the centre.
11. The ASC reserves the right to put a stop to any event not properly conducted.
12. No bolts, nails, screws, pins or other similar objects shall be driven into any part of the centre, nor any placards, posters or other articles permanently or temporarily fixed to it without the prior permission of the ASC board or centre coordinator.
13. Directors may allocate notice boards or space on the general notice boards to regular hirers but they reserve the right to remove any notices at their discretion. Notices and flyers accepted are those which advertise education, health or local events. We will not accept general adverts from businesses or personal sales.
14. The advertising of your event can only be displayed on appropriate notice boards inside or outside, and not on any windows. Posters should bear the name of the hirer. Flyers may be left on the welcome desk at the centre. Advertising in the village square is not permitted except on external notice boards or with the permission of the centre coordinator. For further information on promoting events please see our information sheet.
15. At the end of a period of hiring, the hirer shall ensure all the space(s) used by them or their guests are left in a clean and orderly state and shall remove all rubbish and refuse which has accumulated in or around the centre as a result of the hiring. In the event of such rubbish or refuse not being removed, ASC reserve the right to arrange removal and the hirer hereby expressly agrees to be responsible for such costs and to pay the full amount of such costs on demand.
16. The property of the hirer and the hirer's staff, representatives, agents and guests must be removed at the end of the period of hiring or there will be charges for each day or part of the day until the same is removed. The ASC accepts no responsibility for any property left on the premises after the hiring. In the case of bazaars, jumble sales and any other occasion when property is brought into the premises for sale, all

property remaining at the end of the hiring period must be removed or it will be disposed of and the cost of the disposal charged to the hirer.

17. The hirer agrees to meet the costs of repairing all damage to the rooms hired and to any property in the centre occurring during the period of hiring or while persons are entering or leaving the centre to or from an event held by the hirer, irrespective of how or by whom such damage may be caused.

THE HIRERS ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION 17, REGARDING LIABILITY.

18. The ASC shall not be liable for any loss of or damage to any personal property which occurs or is alleged to occur at the centre during the period of hiring. ASC shall also not be liable for any loss or damage (other than personal injury thru our negligence) suffered or incurred by the hirer, or any person to whom the hirer is contractually liable, or any person to whom ASC or the hirer owe a duty of care, where loss or damage occurs during the hiring. ASC shall be excused from any breach by it of any obligation, or any liability it causes, as a result of matters which are outside its reasonable control, such as (for example, but without limitation) any breakdown of machinery, failure of supply of electricity, water leakage, fire, Government or Local Authority restriction, or an act of God which may cause the centre to be temporarily closed or the hiring to be interrupted or cancelled. The hirer shall indemnify the ASC and hold it harmless from and against any claim which may arise out of or in connection with the hiring or the period of hiring. For the avoidance of doubt ASC's liability, if any in respect of personal injury or death shall not be excluded or limited. However, the hirer acknowledges and agrees that during the period of hire the responsibility for the health and safety of persons who attend the hired space shall be borne primarily by the hirer who shall be responsible for maintaining appropriate insurances.
19. The setting out of chairs and tables and any other equipment which the ASC provides for the particular hire shall be the responsibility of the hirer, and the hirer shall be responsible for re-stacking the chairs and tables at the end of the hiring period and leaving in the position in which they were found at the commencement of the hire period.
20. The hirer acknowledges and agrees that the maximum capacity of the centre permitted by the local authority shall not be exceeded, that is to say: **Large Hall – no more than 200 persons Marjorie Allen Room – no more than 25 persons, Welcome Space – no more than 40 persons, Chapel Meeting Room – no more than 20 persons.**

21. If the hirer shall cancel the hiring of the centre for either one or more engagements then the ASC shall be entitled to cancel the booking and retain any monies paid. Balances and returnable deposits are payable up to 30 days prior to the booking date (30 days if paying by cheque and 14 days if paying by cash). If cancellation is less than 14 days ASC reserve the right to retain the whole balance (exceptional circumstances will be at the discretion of the centre coordinator).
22. Events must finish by 11.30pm the hirer must allow sufficient time to clear up and remove all rubbish by such time.
23. Any complaints arising out of hiring must be made in writing to the centre coordinator within 3 days of the occasion giving rise to such complaint. There after the complaints policy will be followed.
24. The centre holds a premises license which covers:
 - Films
 - Plays
 - Indoor sports events
 - Live Music
 - Performance of dance
 - Anything of a similar description falling within (live music),(recorded music) or (performance of dance)
 - Provision of facilities for making music
 - Provision of facilities for dancing
 - Provision of facilities for entertainment of a similar description to that falling within (facilities for making music) or (facilities for dancing)
 - Sale of alcohol by retail (on the premises)

The hirer shall indemnify the ASC and hold it harmless from and against monetary consequences of non-compliance with licensing laws or any infringement of copyright which occur during the period of hiring.

25. ASC hold an alcohol license that allows the sale and consumption on the premises. Hirers can apply to use this license and must adhere to the guidelines provided; it will be their responsibility to keep within the mandatory conditions and are liable to prosecution if breached.
26. All conditions attached to the premises licence for the centre shall be duly observed. A copy of such licence may be seen on application to the Centre Coordinator and the hirer shall be deemed to have had notice of all such conditions. The hirer shall indemnify the ASC and hold it harmless from and against monetary consequences of the non-compliance with the licence, or the licensing laws, which occurs during the period of hiring. A summary of the license is displayed in the centre.
27. The hirer is responsible for ensuring they have the correct policies and checks around safeguarding vulnerable adults and child protection.
28. Fire and internal doors must not be blocked and no chairs or obstructions may be placed in the corridors.
29. Fire appliances must not be moved.
30. Use of the kitchenette is included in the cost of hire for the large hall hirers, and use of the church kitchenette is included in the cost of hire for the hirers of the Chapel or Marjorie Allen rooms. Mugs will be available, but hirers must bring their own provisions, such as tea, coffee, sugar and milk. Please DO NOT use provisions supplied as they belong to ASC. Any provisions or rubbish must be taken away at the end of your booking (we do not have storage space). Further information on kitchenettes can be found on our information sheet.
31. Indoor games including playing football in the large hall are permitted however an indoor ball must be used,
32. Hirers who have been allocated storage space are responsible for their own security and must not change locks or add padlocks. In case of lost keys a request for a replacement must be made to the caretaker and the cost of the replacement will be charged to the hirer.
33. Groups that share storage areas must not interfere with other groups items in storage.

Health and Safety Statement

All regular hirers must note that Fire Regulations require that you hold fire drills regularly with your group and keep a record of dates when held.

The hirer is responsible for its management of health and safety, and the health and safety of the users.

There are first aid boxes in the kitchenettes, the kitchen and the church centre office. We strongly advise you to provide your own first aid, record book and accident book. Any accidents must be reported to the caretaker.

All Saints Centre, Kings Heath Kitchen Terms and Conditions

1. The kitchen must be left in a clean and hygienic state.
2. All equipment brought in by the hirer must be removed.
3. All rubbish must be taken off site and disposed of responsibly.
4. You will need to provide all cooking equipment including T-towels, oven gloves, cutlery and crockery.
5. Cleaning materials will be provided.
6. Caterers can only access the premises during the hire times as on the booking form.