



## WESTBOURNE GROVE CHURCH

### REGULAR BOOKINGS - TERMS & CONDITIONS OF HIRE:

#### 1. Availability

- 1.1. WESTBOURNE GROVE CHURCH (WGC) halls are available for hire for regular bookings within the time periods shown below and subject to availability.

Monday - Saturday                      9am – 18.00 pm or otherwise by agreement

- 1.2. Hirers wishing to hire spaces for regular bookings agree to enter into a Hire Agreement for Regular Bookings with Westbourne Grove Church – The Agreement includes the WGC Avalon booking forms specified in section 3 of the Agreement.
- 1.3. Charges apply to all time used in the venue including setting up and clearing away time. The time required for set-up and clear up must be included in the booking times agreed.
- 1.4. The HIRER agrees not to occupy the room(s) beyond the hours agreed in The Agreement. If they do so THE HIRER will incur additional charges at double the hiring fee agreed in The Agreement with WGC, for every hour, or part thereof, overstayed.
- 1.5. If additional time is needed for the booking, or a change of use, the HIRER agrees to notify WGC in order that the Agreement may be amended accordingly.
- 1.6. WGC reserves the right, without prior notice, to change the HIRER's assigned room for one of equal suitability if there are reasonable commercial or operational reasons for so doing (including but not limited to, the carrying out of works on the relevant room, for reasons due to Covid restrictions, or such room being otherwise unavailable.)

#### 2. Booking Confirmations

- 2.1. All bookings are conditional until The Agreement (signed by the HIRER) is countersigned on behalf of WESTBOURNE GROVE CHURCH ("WGC"), and dated, and The Deposit received. WGC will provide to the HIRER a copy of The Agreement once countersigned.
- 2.2. WGC will issue booking confirmation sheets showing that all the agreed term bookings have been confirmed for them on our Avalon booking system. **The HIRER agrees to check these carefully on receipt against the dates and times agreed in The Agreement. If the booking confirmation sheets issued to the HIRER on signing the agreement do not agree with the dates and times agreed in The Agreement, the HIRER agrees to notify WGC on receipt so that corrections can be made. WGC shall not be liable, whether in contract, tort (including negligence) or otherwise for any indirect, consequential or economic losses or loss of profits arising from errors in making these bookings.**
- 2.3. WGC uses the Avalon Booking System and all bookings will be made using this system.
- 2.4. The booking made on the Avalon Booking System ("The Booking") will be used as the on-going record containing the agreed details of the Hiring Agreement between The HIRER and WGC.
- 2.5. Customers making a provisional or confirmed booking will be provided with a Booking Reference Number for their Booking.
- 2.6. Only one provisional booking may be made for each Event at one time.
- 2.7. All the agreed details of dates, times, costs and spaces will be recorded by WGC on The Booking. WGC agrees to provide The HIRER with a copy of the booking confirmation sheets.

The HIRER agrees to provide WGC with up to date contact details to enable them to contact The HIRER.

### 3. Payment

- 3.1. All Bookings must be made by an eligible HIRER (solvent individual, freelancer or company able to trade in the UK) who shall be the contracting party for the purposes of the booking made with WGC. See also clause 16.8
- 3.2. The HIRER and WGC shall agree a Payment Plan ("The Payment Plan") for the payment of all hiring fees and deposits. The Payment Plan details will be recorded on the Avalon Booking notes.
- 3.3. The HIRER agrees to pay as a deposit the Deposit sum stated in the Payment Plan (The "Deposit") as recorded on the Avalon Booking notes.
- 3.4. The HIRER agrees to pay the balance of fees payable as recorded on the Avalon Booking notes.
- 3.5. All accounts will be invoiced. Payment is due for all accounts within 7 days from the date of the invoice. Any queries should not delay immediate payment of the outstanding balance. Queries should be referred to WGC within 7 days of the receipt of the invoice.
- 3.6. Payment can be made by cash, debit / credit card or bank transfer to Sort Code:
- 3.7. 40-52-40 Account number 00030723 (please notify payment to [venue@westbournegrovechurch.org](mailto:venue@westbournegrovechurch.org))
- 3.8. Should the HIRER fail to pay the Deposit (see clause 3.1 and 3.2) within 7 days of the due date, WGC may treat the booking as having been cancelled by the HIRER.
- 3.9. The HIRER shall pay WGC for the use of any equipment or other goods and/or services not provided for in The Agreement but made available upon the request of the HIRER during their booking(s). A list of additional charges is annexed to the Agreement. By signing the Agreement, the HIRER is agreeing to pay all additional charges if and when they are incurred.
- 3.10. The HIRER is responsible for keeping their own record of payments due to the church for their agreed hire of rooms.
- 3.11. In the event of circumstances beyond WGC control, WGC reserves the right to vary the prices specified in The Agreement to an extent that reflects the circumstances.
- 3.12. WGC will not enter into a new Agreement for the next term's bookings until all payments for the previous term's invoices have been received.

### 4. Termination by the HIRER

#### 4.1.1. Hire Agreements for a single academic term

Either party may terminate The Agreement with a minimum notice of termination, in writing, of a minimum of 6 weeks in advance of the proposed termination date, except under breach of Terms & Conditions.

#### 4.1.2. Hire Agreements for a full academic year

Either party may terminate The Agreement with a minimum notice of termination, in writing, of a minimum of 3 months in advance of the proposed termination date, except under breach of Terms & Conditions.

- 4.2. Notice of termination of The Agreement shall be effective, final and binding on the working day on which WGC receives written Notice of Termination ("The Notice of Termination Date"). Any notice of Termination received later than 5.30pm shall be deemed to have a Notice of Termination Date of the next working day.
- 4.3. All payments due up until the termination date must be made as agreed in The Agreement and the Payment Plan as recorded on the Avalon Booking notes. Payment of the full term fees is in lieu of any termination fee. This sum is a genuine pre-estimate of the loss WGC will incur arising out of the Termination. The actual losses incurred by WGC may be greater or less than the term fee. The term fees are payable whether or not WGC is able to find alternative business in respect of the Terminated bookings.

- 4.4. In addition the HIRER must reimburse WGC (on an indemnity basis) for any expenditure incurred in respect of the terminated Agreement including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellation of its own arrangements with third parties in relation to the Agreement.
- 4.5. Either party may terminate The Agreement at any point for reasons due to Covid restrictions / Covid H&S guidelines / Covid related legal requirements imposed upon their organisation by the UK government or the laws of England. Where a cancellation or termination is needed to meet Covid related government restrictions or guidelines both parties agree to contact the other immediately so that suitable arrangements to follow government guidelines can be agreed and put in place.

## 5. Termination by WESTBOURNE GROVE CHURCH

### 5.1. WGC may terminate The Agreement

5.1.1. **Hire Agreements for a single academic term** WGC may terminate The Agreement with a minimum notice of termination, in writing, of 6 weeks in advance of the proposed termination date, except under breach of Terms & Conditions (see 5.2).

### 5.1.2. **Hire Agreements for a full academic year**

WGC may terminate The Agreement with a minimum notice of termination, in writing, of a minimum of 3 months in advance of the proposed termination date, except under breach of Terms & Conditions (see 5.2).

### 5.2. WGC may terminate The Agreement at any point with no refund being payable:

5.2.1. If The HIRER does not abide by The Regular Bookings Terms & Conditions of Hire;

5.2.2. If the HIRER, its guests, customers, representatives or contractors (including, but not limited to persons engaged by the HIRER to provide entertainment/ classes or other services) does not comply with the suitable use restrictions provided under section 6 or in the WGC Suitable use Policy

5.2.3. If the booking might prejudice the reputation of Westbourne Grove Church;

5.2.4. Under Clause 3.7 or if WGC becomes aware of any deterioration of the HIRER's financial situation such that WGC reasonably considers the HIRER may not be able to fulfil its material obligations under The Agreement;

5.2.5. If the premises or property are, for any reason, unfit for use;

5.2.6. If there is a risk of damage to the premises or property, or of danger to the public.

5.2.7. If the organisation, the advertising or the proposed or actual conduct of any HIRER , its guests, customers, representatives or contractors (including, but not limited to persons engaged by the HIRER to provide entertainment/ classes or other services) is open to objection for any reason whatsoever, including but not limited to matters arising under clause 6.

5.2.8. If the HIRER, its guests, customers, representatives or contractors (including, but not limited to persons engaged by the HIRER to provide entertainment/ classes or other services) does not comply with the Covid Security safety measures listed in the WGC Covid Risk Assessment and/or in the HIRER's Covid Risk Assessment provided to WGC for their activity.

5.2.9. Either party may terminate The Agreement at any point for reasons due to Covid restrictions / Covid H&S guidelines / Covid related legal requirements imposed upon their organisation by the UK government or the Laws of England. Where a cancellation or termination is needed to meet Covid related government restrictions or guidelines both parties agree to contact the other immediately so that suitable arrangements to follow government guidelines can be agreed and put in place.

### 5.3. In the case of Termination under clauses 5.2, excluding clauses 5.2.5. and 5.2.9, WGC may charge the full term fees in lieu of a termination fee, see clause 4.3.

## 6. Restrictions

- 6.1. As a church, WGC reserves the right to turn down any applications that are felt to be in conflict with our Christian beliefs (of which WGC is the sole arbiter). Please see our Suitable Use Policy, which can be found on the on the WGC web site at [www.westbournegrovechurch.org/suitable-use-policy](http://www.westbournegrovechurch.org/suitable-use-policy) and also at reception.
- 6.2. The HIRER agrees to ensure that the agreed activity, and any other incidental activities occurring during use, does not conflict with the Christian beliefs of WGC.
- 6.3. It is the responsibility of the HIRER to ensure that the premises are suitable for the purposes for which they intend to use them. See also clause 14.9
- 6.4. It is the HIRER's responsibility to ensure that their use of the hired spaces complies with the WGC Suitable Use Policy. The HIRER should inform WGC of their proposed activities before confirming their Booking. The HIRER agrees to check with WGC before confirming their booking to ensure that the activities planned by the HIRER, its guests, customers, representatives or contractors (including, but not limited to, persons engaged by the HIRER to provide entertainment/classes or other services) are permitted within the Suitable Use Policy.
- 6.5. Covid restrictions
  - 6.5.1. It is the HIRER's responsibility to ensure that their activity only takes place if permitted by current government Covid guidance and the laws of England, and is being conducted in accordance with current Covid restrictions and the government guidelines for their business or activity. WGC does not agree to host activities prohibited by the laws of England or by UK government Covid Security guidelines.
  - 6.5.2. It is the HIRERs responsibility to ensure that their activities are conducted in accordance with current Covid Security guidelines and the laws of England.
- 6.6. Other restrictions include, but are not limited to the use of booked spaces for the following class/event activities:
  - 6.6.1. The use of balls/softballs is not permitted in the building. The venue is therefore not suitable for football classes or similar.
  - 6.6.2. Bouncy castle parties can be accommodated in the main hall but NOT in the Small Hall due to height restrictions. However, soft play, ball pool and other similar activities may be suitable for use in the Small Hall. Please seek the advice of your ball pool provider and check with reception on booking.
  - 6.6.3. Go Cart, roller discos and other similar activities are only permitted where floor protection is provided by the contractor.
  - 6.6.4. Mad Science/ Indoor Fireworks: home-made rockets are not permitted to be fired on the premises as chemical sprays have damaged surfaces in the past. Surfaces must be protected from chemical and other damage. Black cloth covered church chairs may not be used in conjunction with messy activities.
  - 6.6.5. Cooking classes/events: children are not allowed in the kitchens. Suitable protection must be provided for surfaces. Black cloth covered church chairs may not be used in conjunction with messy activities.
  - 6.6.6. Roller discos are not permitted as they cause damage to the floors.
  - 6.6.7. Painting/crafts/ messy activities: protection must be provided for surfaces and suitable time allowed for clear-up. Black cloth covered church chairs may not be used in conjunction with messy activities.
  - 6.6.8. No naked flames (except small birthday cake candles, and tea lights in heat protective holders), no flares, sparklers, smoke machines, dry ice machines, may be used in the building as they set off the fire alarm and disturb the neighbours. Catering burners must be smoke free and not overheat the table surface.
  - 6.6.9. No paper confetti is allowed in the main hall, including confetti rockets as these cause expensive damage to the timber floor.
  - 6.6.10. No Halloween parties.

- 6.7. The HIRER agrees to use the accommodations only for the purposes named in the Agreement.
- 6.8. No alterations or variations are permitted to the structure, electrical services, fittings or existing decorations of the WGC venue.
- 6.9. The HIRER may not introduce any additional electrical equipment or plant without prior written consent from WGC. Evidence of a current PAT test for the equipment will be required in order for permission to be granted to bring the equipment onto the premises.
- 6.10. WGC is a no smoking venue. Tampering with or modifying smoke and fire alarms is strictly prohibited.
- 6.11. Westminster City Council has a very strict noise policy and WGC is situated under residential flats and within a residential area. The HIRER agrees to ensure that sound levels stay below the following limits:  
 Main Hall should not exceed:  
 Amplified sound 87 dBA 9 am - 10.30pm - all music must be switched off by 10.30 pm  
  
 Small Hall should not exceed:  
 Amplified sound 80 dBA 9am – 9.00 pm - all music must be switched off by 9.00 pm  
  
 Any other instructions by WGC staff about limiting disturbance to neighbours must be adhered to.  
  
 WGC has equipment to measure dBA levels and reserves the right to judge acceptable levels of noise of the HIRER, its guests, customers, representatives or contractors (including, but not limited to persons engaged by the HIRER to provide entertainment or other services). The HIRER must ensure compliance with WGC directions in respect of noise. Failure to do so will result in immediate termination of the booking with no refund being payable.
- 6.12. The HIRER must not play any music whilst any outside doors or windows are open.
- 6.13. The HIRER agrees to supervise the orderly and safe admission and departure of persons to and from the property, including the orderly exit of guests to minimise the disturbance to residents, and in accordance with Covid Security guidelines for the arrival and departure of guests.
- 6.14. The HIRER agrees to ensure that the limits for the maximum numbers per room are adhered to. Ground floor 170 (200 lecture style / legal escape limit for room); first floor 75 (100 lecture style / legal escape limit for room). Please note that while Covid Security restrictions apply the maximum numbers for the halls must be agreed in advance to suit the planned use and activities. As a guide we estimate maximum numbers for the Main hall to be 40 people at 2 m social distance and for the small Hall 17 people at 2 m social distances. If 1m + social distances with mitigations in place are possible then greater occupancy numbers may be acceptable by arrangement.
- 6.15. The HIRER shall not sub-let or use the premises for any unlawful purpose or in any unlawful way or do anything or bring onto the premises anything which may endanger the premises, their users, or any insurance policies relating thereto.
- 6.16. The HIRER shall, if selling goods on the premises, comply with all relevant fair trading laws and any local codes of practice issued in connection with such sales.

## **7. Setting up and Clearing Away**

- 7.1. At the end of each use the HIRER agrees to vacate the venue at the time agreed and to leave the accommodation in a clean and tidy state, with all the furniture provided in its original condition and position. The HIRER is responsible for all cleaning etc. necessary to achieve this.

- 7.2. Covid Additional Cleaning responsibilities: The HIRER is responsible for cleaning all regularly touched surfaces in the space, and of the equipment, they use, both before and after their activity.
- 7.3. The HIRER should be careful to allow sufficient time for set-up and clear-up to take place within their booked time period.
- 7.4. Where clean-up is required after the HIRER has left, WGC will invoice a surcharge of £100/hour or part thereof up to £250 maximum depending upon the number of staff required and time taken to do the necessary work.
- 7.5. In particular, all rubbish must be cleared from all surfaces, properly contained and sealed in the appropriate recycling or rubbish bags. Cardboard must be flat packed and tied in bundles. Items such as oil, chemicals or sharp objects must be disposed of correctly and with a view to health and safety requirements, as instructed by the receptionist. Rubbish bags should be taken down to wheelie bins in the church side passage or, if instructed by the receptionist to do so, directly to the street.
- 7.6. The HIRER is responsible for: the layout and setting up of tables and chairs; room set up; the set up and clear up requirements of their various sub-contractors, caterers, guests, employees, customers etc. WGC Staff will: bring tables and chairs from the stores for the customer to set up and will provide general assistance where possible.  
Set up of other booked equipment such as PA equipment is by agreement. The agreed room and set up arrangements will be recorded on the Avalon Booking notes. The HIRER agrees to notify WGC of any changes to their agreed room and equipment set-up, at least 48 hours ahead of their booking to enable suitable arrangements to be made.
- 7.7. The HIRER agrees to remove all items brought into the building at the end of the period of use. The church reserves the right to dispose of any items left without permission on the premises at the end of the period of use, or to charge for their storage. (See 8.2)

## 8. Equipment Storage

- 8.1. Equipment cannot be stored at the church outside of the Booking hours without prior permission.
- 8.2. Where such permission is granted, all hired equipment should be delivered / collected at the time agreed with WGC. Any equipment in the church outside of hours without permission will incur an additional charge at the rate of £100/hour where a WGC staff member has had to remain in the building to await delivery/collection. Otherwise £100/day or part day.
- 8.3. WGC will consider applications for storage of equipment for use in classes, meetings, etc. however, it does not accept any liability for loss of or damage to any item of equipment, furniture, stock or the like, left in storage. Such permission to be reviewed termly with the same Notice of Termination of permission as the main contract (see section 4). WGC may withdraw permission to store items for any reason.
- 8.4. The HIRER agrees to store equipment tidily in the designated area. If the HIRER fails to do so WGC may withdraw permission to store items. Items are stored at the owner's risk.

## 9. Sound and AV Equipment

- 9.1. The use of WGC Main Sound System and AV equipment requires the hiring of a WGC trained sound engineer and AV engineer. This must be arranged at the time of booking and an additional fee will be payable.
- 9.2. WGC have alternative sound systems that may be available without a WGC trained sound engineer. Please discuss your requirements at the time of booking.
- 9.3. No sound amplification equipment other than WGC equipment may be used within the building. Information/Instruction sheets are available that describe the equipment available and how it can be used.

## 10. Licences

- 10.1. It shall be the responsibility of the HIRER to ensure that, where applicable, Performing Rights Society forms and Phonographic Performance Limited forms are completed by any bands or musicians employed by the HIRER.
- 10.2. WGC does not hold a license to sell alcohol. If the HIRER wishes to sell alcohol at their event they will need to obtain a Temporary Event Notice (TENS) from Westminster Council. WGC has an annual limit of 12 TENS, therefore if the HIRER requires one for their booking the use of one must first be agreed with WGC. Licences may be applied for online. The HIRER agrees to provide WGC with a copy of their TEN a minimum of 10 days before their event for our records.
- 10.3. The HIRER shall be responsible for obtaining any local authority or other licences necessary in connection with their booking.

## 11. Etiquette

- 11.1. WGC reserves the right to judge acceptable levels of noise or behaviour of the HIRER, its guests, customers, representatives or contractors (including, but not limited to persons engaged by the HIRER to provide entertainment or other services). The HIRER must ensure compliance with WGC directions in respect of noise and behaviour. Failure to do so will result in immediate termination of the booking with no refund being payable.
- 11.2. WGC reserves the right generally:
- 11.2.1.1. To exclude or eject any person from the Event or the WGC venue if it reasonably considers such person to be objectionable;
  - 11.2.1.2. To terminate The Agreement and stop the Event without liability to any refund or compensation, if such termination is considered necessary to prevent or terminate unacceptable noise or behaviour.
- 11.3. The HIRER shall indemnify WGC against any and all losses, costs, damages, liabilities, claims, demands and expenses suffered or incurred by WGC arising out of any exclusion, ejection or stopping under clause 11.2 or the circumstances giving rise thereto.

## 12. Health & Safety / Data Protection

- 12.1. The HIRER must fully comply (and ensure the full compliance of its sub-contractors, employees, customers and guests) with WGC's Health & Safety policy - including, among others, policies on: fire risk; kitchen use; incidents and accidents; child protection; manual handling - a copy of which is available at the WGC reception desk or on request from WGC. The HIRER agrees to familiarise himself with the accommodation, the accommodation risk assessments, and appropriate safety procedures.
- 12.2. The HIRER agrees to follow the WGC Covid-19 Security procedures, and health and safety procedures provided in the WGC Covid-19 Risk Assessment. This can be found online here  
[ADD LINK](#)
- 12.3. WGC will provide the HIRER with a copy of their Covid-19 risk assessment. The HIRER agrees to provide their own Covid-19 risk assessment before hiring commences, to show how they intend to follow current government guidelines for their activity and for the their use of the space that they hire. The HIRER agrees to follow the Covid-19 Security procedures, and health and safety procedures provided in their organisation's WGC Covid-19 Risk Assessment.  
The Hirer must nominate a competent person to take charge of Covid Security during their activities at WGC
- 12.4. The Hirer must nominate a competent person to take charge in case of Fire, to ensure that all persons attending their booking can escape unimpeded through the Fire Exits and assemble at the designated Fire Assembly Point: Outside the shops adjacent to the church on Westbourne Grove.

N.B. We ask all whose booking is on the first floor and whose booking includes any wheel chair users or other disabled people to agree a personal emergency evacuation plan with reception before your booking commences.

- 12.5. The person(s) nominated under section 12.3 and 12.4 agrees to sign in at reception at the start of the booking and sign out once the booking is complete and all persons associated with the booking have left the building.
- 12.6. The HIRER will ensure that safety systems are not interfered with, fire exit doors and routes are kept clear, and hazards are prevented.
- 12.7. We advise that the HIRER produce a risk assessment for their activity. A risk assessment format is available on request. See also 12.3
- 12.8. The HIRER agrees to comply with H&S instructions given by the Health and Safety Officer or WGC staff.
- 12.9. WGC regards the safe care and protection of children as of the utmost importance. The HIRER is expected to share this concern and to make appropriate provision for the protection of any children within their care. The HIRER agrees to abide by the WGC Safeguarding Policy and Statement (copies of which are available at reception or on request from [venue@westbournegrovechurch.org](mailto:venue@westbournegrovechurch.org) )  
The HIRER, where appropriate, agrees to become familiar with the policies and procedures of the Home Office Code of Practice, "Safe from Harm" and undertakes to follow their recommendations in relation to work with children, young people and vulnerable adults. It is the responsibility of the HIRER to ensure that only fit and proper persons have access to young children or vulnerable adults, and that such persons shall at all times be in attendance when young children are on the premises for the activities concerned. When running classes/events without parents present we recommend adhering to the OFSTED guidelines for adult child ratios:  
Age 0 – 2=1 adult to 3 children,  
Age 2 – 3=1 adult to 4 children,  
Age 4 – 8=1 adult to 6 children,  
Age 9 – 12=1 adult to 8 children,  
Age 13 – 18=1 adult to 10 teenagers  
The Hirer is responsible for keeping a list of the children in the building who are under their care. During the period of the Hiring, The HIRER is responsible for the safety and for the effective supervision and control of children under their care. Please bear in mind that Westbourne Grove Church, including the toilets, is a public building and some areas of the building may be open to the public during your class/event. The HIRER should advise parents or carers whose children attend their classes that no unattended children / brothers / sisters, etc. are permitted to be left in the building without a responsible adult, but that parents remain responsible for their children at all times when they are not being cared for by the HIRER's staff. Please note that WGC staff members are not permitted to accept responsibility for any children, teenagers or vulnerable adults whilst on duty; please do not request that they do so.
- 12.10. Regular bookings running children's classes/events must provide WGC with a copy of their current Child Protection Policy.
- 12.11. Teen/Young adult events will only be booked if suitable supervision/security provision is agreed with the event manager in advance. WGC may cancel the Booking at any point if the HIRER does not have the agreed provision in place during the event.
- 12.12. The HIRER shall be responsible for the observance of all regulations affecting the premises imposed by the Licensing Justices, the Fire Authority, and Local Authority, the UK government Covid Security guidelines as applicable to their activities, the laws of England or otherwise.
- 12.13. Health and Safety incidents or Accidents are to be reported to the Duty Receptionist. The HIRER is required to complete details of any accident or incident occurring during their

occupation of the premises which did or could give rise to injury, as soon as possible after the accident or incident but in any case before the premises are vacated by the HIRERS after the event. A Book is provided for the purpose and is located at Reception. The following details must be recorded: name, address and telephone number of the person(s) injured; exact time and place of the occurrence; detailed description of the accident or incident, including a description of any apparatus or equipment involved; name and address of any witness(es) to the accident and signed witness statements if possible (for RIDDOR reports only). Any apparatus or equipment involved will need to be retained by WGC for inspection.

12.14. Data Protection:

The HIRER's data will be processed by WGC in accordance with the WGC Data Protection Policy and Data Privacy Statement.

### 13. Catering

- 13.1. The ground floor kitchen at WGC may be used for catering. WGC does not provide catering services. If WGC recommends third party caterers to the HIRER, no guarantee as to quality is given or implied. The HIRER is entirely responsible for all contracts entered in to and arrangements made with third party caterers.
- 13.2. The HIRER must ensure that any persons using the WGC kitchens on behalf of the HIRER (whether they do so under a contractual agreement or not) comply with current Food Hygiene regulations relevant to the capacity in which they act. See also section 12.1.
- 13.3. No WGC equipment, including crockery, cutlery and utensils, shall be used without prior permission. When permission is granted it is on the understanding that everything must be washed up (rinsed clean by hand and then put through the kitchen dish washer), dried up and returned to their place of storage.
- 13.4. WGC shall not be liable for any loss or damage incurred by the HIRER as a result of the use of WGC catering facilities either by the HIRER or by any third party.
- 13.5. Use of the ovens and dishwasher are subject to receipt of training from a member of WGC staff.
- 13.6. The ovens, dishwasher, other equipment and surfaces must be left clean and tidy.
- 13.7. The kitchen surfaces must all be wiped clean with the provided cleaner at the finish of use.
- 13.8. Caterers may not store any goods or equipment in the side alley as this is a fire exit for the main hall and must be kept clear at all times.

### 14. Liability and Insurance

- 14.1. Subject to clause 14.4 WGC shall not be liable, whether in contract, tort (including negligence) or otherwise for:
- 14.1.1. Any indirect, consequential or economic losses or loss of profits however arising.
- 14.1.2. Any loss or damage to property of The HIRER or their guests / delegates, their servants, contractors, agents or licensees and members of the group or any third parties.
- 14.1.3. Any inconvenience or loss caused to any party as a result of cancellation or termination under sections 5 or 6.
- 14.2. In no event will WGC's liability for any loss or damage in contract or tort (including negligence) or howsoever arising, exceed the total amount paid by the HIRER for the booking.
- 14.3. WGC shall not be liable for any breach of the terms or conditions or delay or failure in providing services as a result of causes beyond its reasonable control including (but not limited to) Covid-19 or other pandemic, fire, floods, strikes, delays in transportation, failure of services including power cuts or gas supply failure, or inability to obtain any necessary information or consent from any authority.

- 14.4. WGC does not restrict its liability in respect of death or personal injury resulting from its negligence.
- 14.5. The HIRER is responsible for all liability arising from their activity in the building. The HIRER agrees that WGC accepts no responsibility for injury or loss to person or property arising out of the HIRER's use of the accommodation except as in 14.4. The HIRER agrees to keep WGC indemnified against any claims for which WGC is not responsible.
- 14.6. Appropriate insurance cover, including but not limited to Public Liability Cover (£2,000,000 minimum), should be obtained by the HIRER, and/or their contractors - including but not limited to their, class teachers, party entertainers, and caterers - to indemnify WGC against claims that may be made against it in respect of loss or damage which WGC may suffer. Such insurance should also cover the risk of bodily injury or death to The HIRER, their guests / delegates, students, their servants, contractors, agents or licensees and members of the group or any third parties. The HIRER is recommended in advance to check that their insurance adequately covers the losses set out in section 14.
- 14.7. The HIRER shall be responsible for making adequate arrangements to insure against any third party claims which may lay against the HIRER or his/her organisation or employees whilst using the premises.
- 14.8. The HIRER will provide to WGC full details of their Public Liability Insurance cover and of any other necessary insurances as required in sections 14 and 15, and evidence of having paid the most recent premium.
- 14.9. WGC gives no warranty that the Property is legally or physically fit for any specific purpose. It is the responsibility of the HIRER to ensure that the premises are safe for the purposes for which they intend to use them.

## **15. Damage - including Liability and Insurance**

- 15.1. The HIRER shall be responsible to WGC for any damage caused to any part of the WGC premises including the curtilage thereof or the contents of the building generally by any act, default or neglect of the HIRER or any sub-contractor, agent, employee, customer or guest of the HIRER and shall pay to WGC on demand the amount required to make good or remedy any such damage.
- 15.2. The HIRER shall indemnify WGC in respect of the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the building during or as a result of the booking and in respect of any liability to third parties, employer's liabilities or otherwise arising out of the use of the premises pursuant to the booking.
- 15.3. WGC is a public building, and the HIRER agrees to ensure that any property brought into the building is kept secure and supervised. WGC insurance does not cover damage to nor loss of property belonging to the HIRER brought on to the premises.
- 15.4. Loss of church property. The HIRER shall during the period of hiring, be responsible for supervision and security of the areas booked, and for ensuring the bona fide of all persons they admit throughout unlocked areas of the building. The HIRER agrees to make good any losses WGC property arising from persons they admit.
- 15.5. No sticky tape or sticky pads/hooks are to be used on painted walls; blue-tac may be used. Masking tape, but no other form of tape, can be used on bare or painted wood. There are no fixing hooks in the overhangs in the Main Hall. No drawing pins or staples may be used to fix fabrics. Strictly no drawing pins or other pins or staples may be used on tables or chairs. If you wish to use pins it is necessary to hire in tables from elsewhere. No double sided tape to be used. No unprotected metal legs or footings may be used on the Main Hall timber floor as these cause damage. All damage caused to finishes by the use of these prohibited items or in any other way will be charged for.
- 15.6. The HIRER agrees to notify the church of any defects in accommodation or equipment of which they become aware, and to do so promptly where safety may be put at

risk.

## 16. General

16.1. The HIRER agrees to sign-in upon arrival for their event and sign-out upon departure.

16.2. The HIRER acknowledges that no tenancy is intended to be created between WGC and the HIRER and no relationship of landlord and tenant exist between them.

16.3. Public Access:

Daytime: the church is often open to the public during the daytime. Please note that unless the class/event is private we do not generally exclude visitors unless they are abusive or a risk to health and safety. Even if closed to the public the lobby area is a shared space with other building users.

Evening: In the evening the lobby is generally closed to the public and is for the class or event's exclusive use / shared use with upstairs regular bookings/events or parties.

Some events have many guests coming and going and it can be hard to identify legitimate guests.

It is the HIRER's responsibility to consider the implications of this. Controlling access to the event is the HIRER's responsibility. The care of the personal belongings of all connected to your event is the HIRER's responsibility.

16.4. **Advertising:**

Advertising material must be submitted to WGC for approval before it is printed. Under no circumstances must the impression be given that the activity is taking place under the auspices of WGC. In particular advertising to be placed in the A frames outside, or leaflet holders inside the building must be approved before printing, sizes agreed. The church's image is important to us and can be affected by event advertising. Use of the venue does not automatically confer the right to unrestricted advertising or the right to advertise in or outside the building. No poster, sign or notice may be affixed to any building, tree, board or wall on WGC without permission.

16.5. **Decoration:**

Additional decoration can be carried out at the discretion of WGC and at the cost of the HIRER, in accordance with clauses 6.8, 15.1 and 15.5

16.6. WGC Art Space Exhibitions:

There are often art exhibitions in the WGC Art Space which comprises the two ground floor tower rooms and which may extend into the lobby and the first floor lounge area. These exhibitions cannot be moved, covered or altered.

There are occasionally displays or installations or art or religious themes in the Main Hall which cannot easily be moved. As far as possible we will advise you if this is the case at the time of Booking, otherwise as early as we can. We will offer screening options if the installation cannot be moved and you would prefer it to be hidden from view during your class/event.

16.7. **Selling in WGC:**

WGC do not generally take bookings where goods are for sale. The HIRER agrees to notify WGC if they intend to sell any product or service during their booking/event. Where charges are made the HIRER is responsible for ensuring any relevant licences and insurances are in place, and will supply copies if requested.

16.8. **Agents:**

Should the HIRER make an Agreement with WGC through an agent, the Agent acts in that capacity for the HIRER, and not WGC. The HIRER accepts full responsibility for the payment of WGC's account.

16.9. **Governing Law:**

The Agreement shall be governed by and construed in all respects in accordance with the laws of England.

16.10. **Time is of the Essence:**

For all payment obligations under these conditions, time shall be of the essence.

16.11.

**Assignment:**

The Agreement shall not be assignable by the HIRER, but may be assigned by WGC.