

EMMANUEL CENTRE - EXTERNAL BOOKING TERMS AND CONDITIONS

A PAYMENTS

1. A one-off booking is confirmed on receipt of full booking information and payment of a deposit equivalent to at least £100 or 2hrs hire. Booking charges should be paid in-full at least 21 days before the booking/event. Online payment details are sent via email.
2. A discretionary returnable deposit of up to £200 may be included in the charges and will be charged for all parties. This will be reimbursed if the premises are left in a satisfactory state and the key returned. If additional cleaning is required after the booking this will be deducted from the deposit at a rate of additional hour of booking.
3. (Regular bookings only) – a monthly invoice will be raised prior to your booking. Payment should be received in full within 14 days of the invoice date.

B RESPONSIBILITY, INSURANCE AND LICENSING

4. The Church accepts no responsibility for any personal injury to people using the premises or the loss of, or damage to, their property/cars. Should an incident occur, an Accident Report Form must be completed and posted through the external letter box within 24 hours.
5. Before a booking commences any regular hirer (greater than 3 hires per annum) using the facilities must produce evidence that they have Public Liability Insurance cover of at least £2.5m.
6. During the hire period, the hirer is responsible for the supervision and security of the premises, protection of the fabric and contents from damage and the behaviour of all persons using the premises in connection with the hirer's activities. Hirers are responsible for any breakages and repair of damage.
7. The hirer is responsible for having the required licence(s) and/or copyrights for the activities they wish to carry out on the premises. Failure to have the required licence(s) will result in the hirer being responsible for any breaches, penalties, or any other related consequences.

C SAFEGUARDING

8. The hirer is required to ensure that children and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, loss or damage occurring and that full liability insurance for this is carried. The hirer confirms that they have seen Emmanuel policies and guidelines for safeguarding children and vulnerable adults and agrees to abide by them. The policies are shown in Appendix B.

D EMERGENCY AND FIRST AID PROCEDURES

9. The hirer must familiarise themselves with the Centre Guidelines, including the location of First Aid Boxes, Fire Doors, Fire Extinguishers, Fire Call points and Emergency Evacuation & Accident Procedure.
10. If the lift, fire or security alarms are set off during your use of the premises under this agreement Emmanuel Church will investigate and if deemed your responsibility the charges incurred by Emmanuel Church will be charged to you.

E OTHER PRACTICALITIES

11. One-off bookings are for a minimum period of 2 hours.
12. (for evening bookings) Events and music must end and the premises be vacated (including time allocated for cleaning) by 6.30pm.
13. The hirer and their guests are expected to behave considerately to our neighbours in the way that you park, arrive and depart from the premises.
14. The hirer shall ensure that the Centre Guidelines, as currently attached and displayed, are complied with.

15. We will only accept bookings for children's parties up to age 11.
16. NO SMOKING is permitted anywhere in the building.
17. Alcohol may only be served with the prior permission of the Bookings Secretary who will usually agree to its limited use if well supervised. The Church is not licensed and no alcohol may be sold. No alcohol shall be served to any person under the age of 18. No person under the age of 25 shall serve alcohol.
18. Hirers will have exclusive use of the room(s) booked for the agreed hire period – there may be other people/groups using other parts of the building including shared use of foyer & entrance areas.
19. Hirers are expected to leave the room(s) clean & tidy after use:
 - a. Please take rubbish (general and food waste) and recycling home with you
 - b. Please leave furniture as you found it, e.g. returning hall chairs to the cupboard
 - c. Please leave the room(s) clean after use – cleaning materials (vacuum cleaners, mops, brooms etc) are available in the cleaners cupboard.

F CANCELLATIONS

20. Emmanuel Church may very occasionally need to cancel external hire arrangements in order to use premises for its internal purposes – but will endeavour to give as much notice as possible including, where possible, offering alternative accommodation. A full refund will be given where a cancellation is unavoidable.

21. In the event that you need to cancel your booking, cancellation fees will be charged as below, based on the total value of the booking. The notice periods become effective upon receipt of written confirmation of the booking:

Notice given before event date Cancellation Fee

- 15+ days 50%
- 2-14 days 80%
- One day or less 100%

G CHRISTIAN ETHOS

22. Emmanuel Church will not allow the hire of the premises for events which are deemed to be against our Christian ethos or inconsistent with our vision. If an event is booked and is subsequently discovered that the theme or proposed activities or events are potentially contrary to that ethos or otherwise inappropriate for a church building, we reserve the right to cancel the booking on immediate notice including verbal notice. In these circumstances no refund will be given or compensation paid to the hirer. The hirer should check with the Bookings Secretary in advance of confirming any booking if the hirer is concerned that the proposed event or use of the premises may not be suitable. The decision of whether or not an event or activity is appropriate rests ultimately with the Vicar of Emmanuel Church whose decision shall be final.

Appendix B - The Small Print

1. The discretionary returnable deposit does not limit the liability of the hirer in case of damages made to the premises during the booking period.
2. Interest on unpaid invoices will be charged at 5% above the base rate of CAF Bank plc. In the event of invoices being outstanding for longer than 90 days Emmanuel Church reserves the right to cancel all your outstanding bookings and all outstanding invoices will become immediately due and payable.
3. Interest will be charged (5% above base rate of CAF Bank) in the event of unpaid invoices – and Emmanuel Church has the right to cancel outstanding bookings after 60 days.
4. In so far as it is permitted by law, the hirer agrees that (1) Emmanuel Church shall not be liable to the hirer, its employees and guests or any third party for any losses, damage, personal or other injury to any of them or their belongings or otherwise; or for any equipment brought onto the premises including motor vehicles and (2) the hirer will indemnify and keep indemnified Emmanuel Church against losses, damages, costs, actions, proceedings, liabilities however arising in connection with the use of the premises including in particular as a result of any breach or non-observance of these Terms & Conditions or the Guidance Notes For Church Users or other such rules and regulations made by Emmanuel Church from time to time as may be notified to the hirer.
5. The hirer is a licensee during the hire period which may be terminated in writing for any reason at any time by Emmanuel Church and the hirer has no proprietary or other rights of occupancy or security of tenure in relation to the room(s) hired or any premises used by the hirer. The hirer does not have any exclusive possession of any part of the premises used. In addition to its rights to terminate this agreement as above, Emmanuel Church reserves the right to offer alternative accommodation. If Emmanuel Church terminates this agreement then provided the hirer is not in breach of these Terms & Conditions including documents referred to then the hirer shall be entitled to a refund of any deposit or hire fee paid in advance for the period of hire which has been cancelled.
6. In the event of circumstances beyond the control of Emmanuel Church which prevents the church being able to provide the facilities set out in this agreement Emmanuel Church will have no liability in respect of any losses or damage arising directly or indirectly from such circumstances except for the deposit or hire fee which shall be refunded.
7. The premises may only be used by the hirer on this agreement for the purpose and period indicated. No third party may rely on the rights granted by this agreement.

Appendix B - SAFEGUARDING

The Parochial Church Council of Emmanuel Church has a Policy and Procedures for Safeguarding Children and Adults who may be vulnerable, a sample copy is attached. Your booking agreement is conditional upon you complying with it.

You are required to ensure that children and adults who may be vulnerable are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage occurring; and that you carry full liability insurance for this.

In particular this means that:

- a. You will comply with the following Guidelines for Activities with children and young people/adults who may be vulnerable
- b. You will recruit safely all current paid and voluntary workers who work in regulated activity with children and/or vulnerable adults, by obtaining satisfactory disclosures from the Disclosure and Barring Service (DBS), and keeping records of dates and disclosure numbers indefinitely.
- c. You will keep a list of the names of all paid and voluntary workers with regular and direct contact with children/adults who may be vulnerable, and update it annually.
- d. You will always have at least two leaders over the age of 18 years in any group of children and young people, no matter how small the group
- e. No person under the age of 18 years will be left in charge of children of any age
- f. No child or group of children or young people should be left unattended at any time
- g. A register of children or adults who may be vulnerable attending the activity will be kept. This will include details of their name & next of kin contact details
- h. You will immediately (within 24 hours) inform the Parish Safeguarding Officer of (i) the occurrence of any incidents or allegations of abuse or causes of concern relating to members or leaders of your organisation, and contact details for the person in your organisation who is dealing with it and of (ii) any known offenders against children or vulnerable adults seeking to join your membership, and manage such allegations or agreements with offenders in cooperation with statutory agencies and with the church.

The Parish Safeguarding Officers for Emmanuel Church are:

Safeguarding Officer: Linda Penn (07586 357268)

(safeguarding@emmanuelcroydon.org.uk)

Deputy Safeguarding Officer (Youth and Children): Rev David Griffin (0208 688 6676)

Deputy Safeguarding Officer (Young Families): Jo Lines (0208 688 6676)

Deputy Safeguarding Officer (Vulnerable Adults): Allyson Kersey (0208 688 6676)

Policy for Safeguarding Children and Young People

We are committed to promoting and supporting environments which:

- Are youth-friendly and child-friendly and nurture their positive development.
- Enable children and young people to be active contributors to the church community.
- Protect children and young people from actual or potential harm.
- Enable and encourage concerns to be raised and responded to openly and consistently.

We recognise that:

- The welfare of the child or young person is paramount.
- All children (regardless of age, disability, gender, racial heritage, religious belief, sexual orientation or identity) have the right to equal protection from all types of harm or abuse.
- Abuse of children can occur in all communities and is most likely to occur within families and by people known to the child.
- Working in partnership with children, young people, their parents, carers and other agencies is essential in promoting young people's welfare.
- There is an ever-changing Social Media and 'App' usage; we will therefore follow Diocesan guidelines, in all respects, to social media and 'App' usage. This will include staff and volunteers never contacting a child or young person by direct message or private chat (DM).
- All messaging between volunteers and young people where pastoral meetings are arranged will also include another member of staff/team on platforms such as 'whatsapp'.
- The details of the meeting (time and location) will also be logged with the main office on a central Children/Youth ministry calendar.
- Where a child or young person, or another, is deemed 'in danger' confidentiality is never to be assumed. Such information will be shared for the benefit of the child/young person.

We will endeavour to safeguard children and young people by:

In all our activities -

- Valuing, listening to and respecting children and young people.
- Fostering and encouraging best practice by setting standards for working with children and young people, in co-operation with statutory bodies, voluntary agencies and other faith communities.
- Taking measures to ensure parents/carers photographs and video footage is kept for personal use only, with clearly communicated restrictions on social media sharing.
- Ensuring the Data Protection Act is followed at all times with respect to all activities.

In our recruitment of paid staff and volunteers, following Diocesan procedures in -

- Ensuring careful selection and recruitment of ordained and lay ministers, voluntary workers, and paid workers with children and young people, in line with safer recruitment principles and checks.
- Providing supervision, support and training.
- Ensuring all staff and volunteers are aware they can speak to the Safeguarding Lead with any safeguarding concerns.

In our publicity -

- Sharing information about good safeguarding practice with children, parents, and all those working with them

When concerns are raised, following Diocesan procedures in -

- Responding without delay to every concern raised that a child or young person may have been harmed, or be at risk from harm; or about the behaviour of an adult or child.
- Working with the diocese and appropriate statutory bodies during an investigation into child abuse, including when allegations are made against a member of the church community.
- Challenging any abuse of power, especially by anyone in a position of trust.

In our care -

- Ensuring that informed and appropriate pastoral care is offered to any child, young person or adult who has suffered abuse.
- Ensuring that appropriate pastoral care is offered to any member of our church community against whom an allegation is made.

In our supervision, following Diocesan procedures in -

- Ensuring, in partnership with the diocese and other agencies, that care and supervision is provided for any member of our church community known to have offended against a child or young person, or to pose a risk to them.

Policy for Safeguarding Adults who may be Vulnerable

A vulnerable adult is defined as someone *“who is or may be in need of community care services by reason of disability, age or illness; and is or may be unable to take care of him or herself, or unable to protect him or herself against significant harm or exploitation”*.

We are committed to promoting and supporting environments which:

- Ensure that all people feel welcomed, respected and safe from abuse.
- Encourage adults who may be vulnerable to lead as independent a life as possible, to choose how to lead their life, and to be active contributors to the church community.
- Protect adults who may be vulnerable from actual or potential harm.
- Enable and encourage concerns to be raised and responded to openly and consistently.

We recognise that:

- Everyone has different levels of vulnerability, and that each of us may be regarded as vulnerable at some time in our lives.
- All adults who may be vulnerable (regardless of age, disability, gender, racial heritage, religious belief, sexual orientation or identity) have the right to equal protection from all types of harm or abuse.
- Abuse of adults who may be vulnerable can occur in all communities and is most likely to occur within families and by people known to them.
- Working in partnership with adults who may be vulnerable, their carers and other agencies is essential in promoting their welfare.

We will endeavour to safeguard adults who may be vulnerable by:**In all our activities -**

- Valuing, listening to and respecting adults who may be vulnerable
- Fostering and encouraging best practice by setting standards for working with adults who may be vulnerable, and boundaries for acceptable behaviour, in co-operation with statutory bodies, voluntary agencies and other faith communities. This will include all vulnerable adults offered transport to church activities being escorted by a DBS responsible person.

In our recruitment of paid staff and volunteers, following Diocesan procedures in -

- Ensuring careful selection and recruitment of ordained and lay ministers, voluntary workers, and paid workers with adults who may be vulnerable, in line with safer recruitment principles and checks.
- Providing supervision, support and training.

In our publicity -

- Sharing information about good safeguarding practice with adults who may be vulnerable, their careers, and all those working with them.

When concerns are raised, following Diocesan procedures in -

- Responding without delay to every concern raised that a adult who may be vulnerable may have been harmed, or be at risk from harm, through abuse, harassment or bullying; or about the behaviour of an adult or child.
- Working with the diocese and the appropriate statutory bodies during an investigation into abuse, including when allegations are made against a member of the church community.
- Challenging any abuse of power, especially by anyone in a position of trust.

In our care -

- Ensuring that informed and appropriate pastoral care is offered to any vulnerable adult who has suffered abuse, including support to make a complaint if so desired.
- Ensuring that appropriate pastoral care is offered to any member of our church community against whom an allegation is made.

In our supervision, following Diocesan procedures in -

- Ensuring, in partnership with the diocese and other agencies, that care and supervision is provided for any member of our church community known to have offended against a vulnerable adult, or to pose a risk to them.