



WESTMINSTER  
CHAPEL

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# TERMS AND CONDITIONS OF PREMISES AND FACILITIES HIRE

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## GENERAL

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1. These terms and conditions apply when any part of Westminster Chapel's ("the Chapel") premises and/or facilities are hired by any individual(s), organisations or churches ("hirer or hirers") for a service, event or activity (referred to hereafter as either "a hiring" or a "booking" or "a booked event") not being one of the Chapel's own church family services, meetings or ministries.
2. These terms and conditions having been made available to the hirer or its' representative prior to the raising of the invoice relating to the hiring/booking, the hirer will be deemed to have agreed to and be bound by them upon making their hiring/booking.
3. Any section headings are for convenience only and shall not affect the interpretation of these terms and conditions.
4. These terms and conditions contain the entire agreement between the hirer(s) and the Chapel unless varied in writing.
5. Hirings by Christian organisations or churches must be accompanied by a copy of their statement of faith if they have not had a previous hiring with the Chapel in the two years prior to any new hiring.
6. The Chapel reserves the right to refuse to accept a hiring and to cancel any hiring made which contravenes or is considered likely to contravene paragraph 9 below.
7. If at any time after the making of the hiring, the Hirer or any of its' intended attendees or speakers at the booked event are considered in the reasonable opinion of the Chapel to be in breach of or are likely to be in breach of any of these terms and conditions, the Chapel may cancel the event at any time and the cancellation fees at paragraph 22 below will apply.

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## MAKING A BOOKING

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8. All hiring is subject to staff and room availability.
9. The premises may not be used for purposes that would conflict with, or that might ridicule the Chapel's Mission and Values or Beliefs as detailed on the Chapel's website (<https://www.westminsterchapel.org.uk/who-we-are/>) or the Fellowship of Independent Evangelical Churches (FIEC) website (<https://fiec.org.uk/who-we-are/beliefs>).
10. Hiring rates are charged by the hour at the rates set out on the "Hire a Room" section of the Chapel's website.
11. It is a matter for the discretion of the Chapel's Bookings Team as to whether the Chapel will accept a booking.
12. Hiring times and dates must include the days and times required to set up the event and to pack down/clear the premises following the event. Hirers must ensure that their booking includes all the times and dates they will be present on the premises. An additional charge will be made at the relevant hourly rate if the booked hire times or dates are exceeded.
13. All evening events must end by 10pm and all attendees including technicians, hirer personnel and equipment must be off all parts of the premises by 11pm.
14. The Hirer must provide a named contact person who shall be available for contact and correspondence with the Chapel before, during and after the hiring. On the day(s) of the hiring the named contact must provide their mobile phone number to the Duty Manager.
15. The details of an Audio/Visual contact must be provided prior to the hiring if the Hirer is using any PA/AV technical facilities.
16. For events involving the Auditorium, Main Hall or Lounge, the Hirer must submit a programme of the event to the Chapel at least one week prior to the event. If this is not so received the Chapel



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reserves the right to cancel the hiring at no cost to the Chapel and in this situation, there will be no entitlement to a refund of hire fees.

17. The hirer must ensure the accuracy of its booking in advance of its' event. The Duty Manager and the Chapel personnel have no authority to allow the Hirer to use any rooms or facilities other than those referred to in the hire invoice.
18. Unless specifically agreed otherwise in writing, bookings are not considered to have been made until the deposit requested in the invoice is paid to the Chapel.
19. A deposit equal to 20% of the hire charge will be charged in addition to the hire charge. If following the issuing of an invoice the deposit specified in the invoice is not received within 14 days of the invoice, the Chapel may cancel the hiring and may then charge a cancellation fee calculated by reference to the scale of charges set out at 22 below.

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### PAYMENT OF HIRE CHARGES

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20. Full payment of all hire charges must be made at least 28 days before the date of the booked event.
21. All cheques are to be made payable to 'Westminster Chapel'.

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### CANCELLATION AND RETURN OF DEPOSIT AFTER BOOKED EVENT

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22. **Any Notice of cancellation must be made in writing.** If the Hirer gives written notice of cancellation which is received by the Chapel no less than 28 days prior to the date of the booked event, any deposit paid will be refunded. Any written notice of cancellation received by the Chapel less than 28 days before the date of the booked event will give rise to a cancellation fee which must be paid in accordance with the following:

<i>PERIOD OF NOTICE RECEIVED BEFORE HIRE</i>	<i>CANCELLATION FEE</i>
<b>14-27 days</b>	25% of hire cost
<b>8-13 days</b>	50% of hire cost
<b>0-7 days</b>	100% of hire cost

23. Following the booked event having taken place, the deposit paid by the hirer will be returned within 7 days less any deductions for matters for which deductions are permitted in this agreement.

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### USE OF AUDITORIUM AND HIRED ROOMS

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24. No food or drink (except water) is to be consumed in the Auditorium except by prior agreement with the Bookings Team.
25. The consumption of food in the Lounge may be permitted subject entirely to the discretion of the Bookings Team whose decision is final. The Hirer must discuss their requests with the Bookings Team at the time of making the booking and obtain consent for the consumption of the agreed food.
26. When the Auditorium is hired, the Pipe Organ is available for use by a competent organist, but only by prior arrangement with the Bookings Team. The Chapel reserves the right to request that the Hirer demonstrates the competence of their organist before the event and if the organist is not, in



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- the Chapel's reasonable opinion, considered competent, the Chapel reserves the right to refuse the use of the pipe organ unless an alternative competent organist can be provided by the Hirer.
27. The Kitchen is only available for use when booked in the invoice.
  28. At no extra cost the Kitchenette may be used by small groups (up to twelve) for making tea/coffee.
  29. Nothing is to be affixed to any part of the premises under any circumstances by any means including drawing pins, "sellotape", blu-tac, etc. Any damage or disrepair will be charged to the hirer.
  30. Sliding doors: no poster or any other material is to be fixed permanently or temporarily by any means to the Auditorium sliding doors or Lounge sliding doors. Any damage or disrepair caused will be charged to the hirer.
  31. The Hirer may use the Chapel furniture only in the room booked. The Hirer must inform the Bookings Team at least one month in advance of the booked date as to the quantity of tables and chairs required and the Chapel will endeavour to have that furniture ready. The Chapel's staff resources are such that the Chapel may not always be able to set up the furniture, so the Hirer will need to allow enough time to set up the furniture in the room(s) hired.
  32. The Chapel's furniture may not be moved from room to room without the prior permission of the duty manager and must be returned to its original location afterwards.
  33. The Chapel will provide only what is described in the invoice and anything extra must be provided by the Hirer at the Hirer's own expense.
  34. No materials (books, DVDs, CDs, etc.) may be offered for sale on the Chapel premises without prior permission from the Duty Manager.
  35. Any breakages or damages to the Chapel or to its furniture and/or facilities must be reported to the duty manager and must be paid for either by the Hirer at the time of reporting or deducted from the Hirer's deposit. Any additional sums due from the Hirer for any loss or damage caused shall be invoiced to the Hirer and must be paid within 14 days of the date of the said invoice.
  36. Smoking and the consumption of alcohol are not allowed on any part of the premises.
  37. No confetti or like materials may be used on any part of the premises apart from the Chapel's steps or outside yard.

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### TECHNICAL FACILITIES AND SOUND LEVELS

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38. Use of the projectors and one microphone only is included in any hiring of the Auditorium or Main Hall. If use of the Chapel PA/AV system is required in the Auditorium or Main Hall or if the hirer wishes to use their own PA or AV facilities (either as well or instead of the Chapel systems) the hirer must separately engage the services of B & H Sound.
39. The Chapel has no responsibility or liability whatsoever arising from the hirer having engaged the services of B & H Sound. If the hirer does agree to engage the services of that company that is an agreement direct between the hirer and B & H Sound and the Chapel is not a party to that agreement.
40. The Chapel reserves the right to reduce sound levels to an acceptable level should it be considered by the Duty Manager to be too loud. Under no circumstances must volume levels exceed 85db
41. The Windows adjacent to Castle Lane must remain closed at all times when amplified music is being played.
42. There are a large number of residents adjacent to the Chapel. It is important that hirings should not be an annoyance to them and the Chapel reserves the right to close meetings without any reimbursement of the hire charges if in the Chapel's reasonable opinion, the event is or is about to become such an annoyance.

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### PUBLICITY

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43. All publicity must only refer to the Chapel as the booked event's venue (without address) and not as the host or endorser of the event. The Chapel is hiring out its' physical premises and specified facilities only. If the Chapel becomes aware of any publicity contrary to this provision, the Chapel



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reserves the right to require that all such publicity be recalled and amended and/or to refuse to hold the event at the Chapel.

44. All publicity must be presented to the Bookings Team for approval no less than 28 days before the event is publicised.

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### SAFETY AND LEGAL LIABILITY ISSUES

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45. The Hirer must comply with all relevant health and safety legislation and regulations, the Chapel's Health and Safety policies (copy of policies available on request) and these terms and conditions at all times during the period of hire.
46. Under no circumstances must any furniture be positioned in such a way that any movement of people in an emergency could be hindered. The duty manager's decision on this is final. Any health and safety concerns on the part of the hirer must be drawn to the attention of the duty manager.
47. Aisles and all exits in the auditorium and all other rooms must be kept free from any obstructions, including pushchairs and wheelchairs at all times. The space behind the pulpit is available for the temporary storage of such items when the Auditorium is hired.
48. The Galleries of the auditorium must not be subjected to rhythmic stamping movements as the Chapel is an old building. You are free to dance enthusiastically on the ground floor!
49. All organisations using the Auditorium must appoint a Fire Safety Officer (FSO) who must be easily identifiable. The FSO must report to the duty manager at least 30 minutes before the start of any meeting for a briefing on evacuation.
50. Adequate stewarding must be provided by The Hirer for their event. When hiring the Auditorium, the Hirer must appoint a head steward who must be available at all times. It is the Head Steward's responsibility to liaise with the duty manager at all times.
51. The Head Steward must immediately report any incident or accident to the duty manager.
52. When the auditorium is in use, the hirer must appoint 6 stewards for the ground floor, and when used, 4 stewards for the lower gallery and 4 stewards for the upper gallery.
53. Stewards must be easily identifiable by wearing either lanyards, uniforms or badges - all to be provided by the hirer.
54. Stewards must check and ensure that doors leading to the outside of the premises are kept shut during the booked event.
55. The Hirer is wholly responsible for First Aid for any delegates.
56. The Hirer must prior to the booked event have put in place Public Liability Insurance with an Indemnity limit of no less than £5,000,000. The Chapel accepts no responsibility and is not liable for any incident caused by a hirer or the attendees of the booked event. A copy of the hirer's certificate of insurance must be submitted to the Chapel at least two weeks prior to the booked event. If this is not received the Chapel reserves the right to cancel the booked event at no cost to the Chapel and cancellation fees will apply as set out at 22 above.
57. The Chapel accepts no responsibility and is not liable for any loss, damage or injury to any persons attending events at the Chapel premises, both during the event or otherwise. The Hirer is responsible for ensuring the safety of all attendees and its' personnel in all parts of the Chapel premises and for ensuring that these terms and conditions are complied with by all such persons.
58. The Chapel accepts no responsibility and is not liable for any loss or damage to any possessions of the attendees or the hirer. The Chapel does not have the staff resources available to deal with any lost property after an event and all lost property queries are to be directed to the Hirer.

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### HIRE OF THE KITCHEN AND CATERING

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**Westminster City Council inspects our kitchens periodically and without warning. If any group using or hiring the premises is found to be working outside the legal framework, the inspector has the power to close our kitchen.**

59. The kitchen is only available for use if it forms part of the hiring as recorded in the invoice.



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60. Prior to the hiring the hirer must appoint someone (who must be present throughout all catering activity) who holds a basic Food Hygiene Certificate. Any catering on the premises must be supervised by this person. It is the hirer's responsibility to ensure that the person concerned holds such a certificate. A copy of their certificate must be provided to the Chapel when requested. The hirer must ensure that the person concerned is provided with a copy of paragraphs 59 to 72 of this agreement and the Chapel's Food Hygiene Policy.
61. If a hirer needs any assistance during their hiring they must contact the duty manager who can explain the use of the dishwasher, water heater etc. if necessary.
62. Food purchased by the hirer must be supplied by a reputable retail company. Delivery and storage of the food must follow the supplier's instructions. Under no circumstances may food cooked off the Chapel's premises be brought into the kitchen for reheating.
63. Our kitchen guidelines regarding food temperature control must be strictly adhered to. The food thermometer and logbook will be out for the hirer's use. The hirer must use this - in the event of an infection traced back to our kitchen, the environmental health officer will check the logbook.
64. The hirer before using the kitchen, must wipe food preparation surfaces with anti-bacterial surface sprays. The hirer must ensure that all outdoor bags, boxes, etc. are placed under the work tops and not on areas where food is to be prepared or served.
65. The kitchen must be left as the hirer finds it, including all equipment and crockery cleaned. Suitable cleaning equipment is available for the hirer's use. Please ask if other cleaning materials are required.
66. Any breakages must be reported immediately to the duty manager and will be charged at the cost of repair or replacement.
67. The Chapel accepts no responsibility for any food materials which a hirer brings onto the premises, whether such food materials undergo processing, preparation or cooking whilst on the premises.
68. If the hirer engages professional caterers the hirer must ensure that all food is transported in refrigerated containers.
69. If the hirer engages any professional caterers or any third party or friend to provide catering, the hirer must provide details of the caterer to the Chapel in advance of the hiring and provide a copy of the Chapel's Food Safety Policy to them and a copy of conditions 59 to 72.
70. Should any claim be made against the Chapel for any damage or loss arising as a consequence of a hirer's failure to comply with these conditions, the relevant Food Safety Regulations or the Chapel's Food Safety policy; the Chapel will look to the hirer for a full indemnity.
71. Any professional caterer must have suitable comprehensive Public Liability Insurance in place. It is the duty of the hirer to ensure that such insurance is in place.
72. The Chapel accepts no responsibility for the acts or omissions of any caterer or approved caterer. Such caterer is an independent contractor whose agreement is direct with the hirer, entirely separately from the hiring made in these terms and conditions.