

Bennett Centre Frome: Lettings Policy and Terms v8.2 Sept 2023

Preamble

The Bennett Centre is a community venue in the heart of Frome operated by St John's Church Parochial Church Council (PCC), as a charitable exercise making the spaces in the building available to groups and individuals on a short-term hire basis (so not a lease nor similar in legal terms). The hire fees we charge are to cover the costs of administering lettings and running the building.

Terms

2. Eligible hirers

Spaces are let to groups and organisations from the community, charitable sectors and some commercial events. Differential rates may be applied. See section 7 for prohibited activities.

3. Facilities available for letting

Space	Capacity
Great Hall	80 seated, 100 not seated
Randall Room	12
Upper Room*	12
Cloister	40 (not seated)

* The Upper Room is not yet available for letting.

Please note that the building is currently undergoing renovation and has no wheelchair -friendly access at present.

4. Equipment and facilities available

Chairs and tables – included

Kitchen – usage must be agreed with the bookings administrator.

5. Booking, confirmation, variation, payment process and termination

Booking and confirmation

Booking of space should be made through the bookings administrator, preferably by email to bennettcentre@sjfrome.co.uk, but if necessary, by phone to St John's Parish Office (01373 462325 – open Tuesday and Thursday mornings) or in writing to St John's Parish Office, 1 Church Steps, Frome BA11 1PL. A contact name, email address and telephone number must be given at the time of the initial enquiry. When dates have been agreed, a booking form will be sent out for completion. It should be noted that a booking is not guaranteed until the completed booking form has been received and accepted.

For a new regular booking an advance of the first session's hire charge will be due on making the booking, and the booking will not be guaranteed until this is received.

Variation

Should a date or time need to be renegotiated, this must be done through the bookings administrator, and as much notice as possible is required in order to accommodate any changes.

Payment procedures

For a one-off booking, an invoice will be sent out one month in advance of the hire or straight away if the booking is made within a month of the hire date. For a major hire such as a wedding a deposit will be required.

For regular bookings an invoice will be sent out at regular intervals, usually monthly.

Payment can be made by

- BACS: the Bennett Centre's bank details are: Account name: Bennett Centre Frome; Sort code: 60 08 31; Account number 25016490
- cheque – please make cheques payable to 'Bennett Centre Frome' and post to St John's Parish Office, Church Steps, Frome BA11 1PL.
- cash – please hand the sum over in person to the bookings administrator or church administrator and wait for a receipt to be issued. Please do not, under any circumstances, just post cash through the parish office letterbox.

Cancellations and terminations

If a one-off booking has to be cancelled, then 14 days' notice is required. If this notice is not given, a late cancellation charge of 50% of the letting charge will be levied. This charge will be waived only in exceptional circumstances.

If a new regular booking has to be cancelled before it starts, then 14 days' notice is required. If this notice is not given, the advance of one week's hire charge (see above under Booking) is forfeited (larger sum than a one-off given the ear-mark of longer term bookings).

To terminate an ongoing regular booking, one month's notice is required in writing to the bookings administrator – by email to bennettcentre@sjfrome.co.uk or by post to the church office (address under 'Payment procedure' above). If less than a month's notice then a part fee of 25% is charged unless we can re-let fully.

The Bennett Centre management reserve the right to terminate a hire without notice should any major infringement of the hire terms occur or a reputational issue arise from the hire. In that event the full hire fee shall be forfeited by the hirer. The Bennett Centre management team also have the right to cancel bookings, either from the need to undertake maintenance or for convenience. Where possible a month's notice will be given unless the cancellation arises from an emergency when as much notice as practical shall be given.

The Bennett Centre management and St. John's Church PCC shall not be liable to the hirer or to any third party, for or in respect of indirect or consequential loss or damage, loss of profits or turnover, even if the Bennett Centre management team was aware of the possibility of such loss or damage.

7. Restrictions and prohibitions

The following are prohibited on our premises:

- Gambling unless prizes are modest, the main purpose is fundraising and the activity has been agreed by the BC management committee.
- Approaching members of the public on the premises in connection with campaigning, fundraising or sales activities unless agreed by the BC management committee.
- Meeting in connection with any illegal activity.
- Smoking or vaping anywhere on the premises.

The Bennett Centre is located in a residential setting and this must be respected by the hirer and their guests. Late night noise and inconsiderate behaviour will not be tolerated. In the event of a complaint, we will pass on the details of the hirer to the complainant. Evening events should be

completed and cleared in order for the building to be locked up by 10.30pm (Sun-Thurs), 11.00pm (Fri & Sat).

8. Security

Regular bookings

The hirer must nominate a keyholder willing to supply their name, address and telephone number. This person takes personal responsibility for:

- The security of the premises during the letting period
- Locking up and leaving the premises secure at the end of the letting period
- The safekeeping of the key provided – Duplicate keys should not be made.
- Hirers must inform the bookings team if a key is lost when a charge of £15 for a replacement will be charged.

One-off bookings

Typically, a member of the Bennett Centre management team will unlock the premises for the booking and lock it again at the end.

Sometimes the hirer will be asked to collect a key and to return it the next day or by a specified time. This person takes personal responsibility for:

- The security of the premises during the letting period.
- Locking up and leaving the premises secure at the end of the letting period
- The safekeeping of the key provided – the Bennett Centre will impose a charge of £15 for each lost key.
- Duplicate keys shall not be made.

Any variation on these arrangements must be agreed with the bookings administrator.

If the security or fabric of the building is compromised during the lettings period, the hirer should contact Peter Connew on 07710 291324 or David Daniels on 07963 804025.

9. Responsibilities

Use of equipment and spaces

The hirer is responsible for leaving hired spaces as they were found (e.g. restoring the original layout of furniture). We suggest that you take a photo of the furniture before you move any to ensure you can replicate the layout.

WiFi.

The hirer has the use of the Internet / Wifi in the building during the hire period. Any use of the system is entirely at the hirer's risk and the system is provided for legal activities only. A fair usage arrangement shall apply.

Electrical equipment

All electrical equipment brought into the premises by the hirer must be safe to use, PAT Tested and labelled accordingly where appropriate.

Damage

The hirer is responsible for the costs of putting right any damage which occurs to the premises, its equipment, goods or materials, which can reasonably be attributed to the letting activity.

Health and safety

The hirer carries primary responsibility for ensuring the health and safety of those involved in the letting activity, including members of the general public for events which are open to the public.

Should an accident happen during the hire period, the hirer must record the accident in the Accident Report Book kept in the kitchen and submit a written report to the bookings team as soon as possible after the incident.

Where a proposed activity involves unusual features, the hirer and a Bennett Centre representative should undertake a risk assessment.

[Please note, for insurance reasons, we do not permit the use of bouncy castles and the like inside the building.]

The Bennett Centre carries responsibility for maintaining a list of any significant or new risks presented by the premises themselves. These are available to the hirer on request. It should be noted that renovation works are still in progress and these may impact on the main elements of the building.

Safeguarding

Where an activity involves people aged under 18 or vulnerable adults as defined by the Independent Safeguarding Authority, the hirer must make a declaration to confirm that its safeguarding arrangements comply with best practice.

Contents insurance

The Bennett Centre's insurance policy does not cover losses to equipment belonging to groups using the space(s).

Public liability insurance

The Bennett Centre's insurers (Ecclesiastical Insurance Group) limits cover to the policyholder's own activities. Lettings groups should therefore obtain their own policy cover and may be asked to produce evidence.

Copyright/ performing rights

The Bennett Centre has TheMusicLicence from PPL PRS Ltd for the playing or performance of music in public. If a ticket for an event costs more than £20, the organiser must obtain their own licence.

Alcohol licence

The Bennett Centre is not licenced. Hirers will need to arrange their own licence.

Clearing away and rubbish

The hirer will be expected to clear away after their event, leaving the venue as they found it. Where rubbish in excess of a standard bin bag's worth is generated by the hirer, it must be removed from the premises by the hirer and disposed of legally.

10. No tenancy. The hirer acknowledges that this agreement only creates a personal casual hire agreement and consent to occupy room(s) at the property during the hire period. There is no intention on the part of the management team, the owner or the hirer to create a tenancy or to give the hirer or any other person any interest in the rooms or any other part of the property or to confer exclusive possession of the room(s) or any other part of the property upon the hirer or any other person.

11. Fitness for Purpose. The hirer is reminded they are responsible for any accident or injury arising out of the activity for which they have hired the premises. It is the responsibility of the hirer to ensure that the premises are safe and fit for the purpose for which they intend to use them.

12. Bennett Centre Management Team access. The Management team reserve the right for themselves or their contractors, to enter the property at any times whether for purposes of inspection, maintenance or otherwise.

13. Advertising of events. Any publicity material shall carry the address of the Bennett Centre. Where a hirer wishes to promote an event under its own title, they should ensure the title incorporates the Bennett Centre as the venue (for example in the form “The pop-up cinema @ the Bennett Centre”).

14. Parking. There are two parking spaces available for organisers of events at the Bennett Centre, a short-term public car park immediately adjacent and longer term parking nearby.