

**CONDITIONS OF HIRING CHURCH PREMISES (“the Conditions”)**

- 1 In these Conditions:
  - 1.1 “The Application” means the attached accepted and approved application to hire premises.
  - 1.2 “The Owners” means the Church or its Agent.
  - 1.3 “The Hirer” means the person signing the Application and any group / organisation for whom he / she is stated to be acting. Any liability under these Conditions of such person and such group / organisation shall be joint and several.
  - 1.4 “The Premises” means the rooms or areas of the church building as defined in the Application.
- 2 Not more than the number of persons agreed in the Application shall be allowed in the Premises at any one time.
- 3 Use of the Premises and entry thereto is limited to the Purpose and to the day(s), date(s) and times(s) agreed in the Application, the benefit of which cannot be assigned to any third party.
- 4 The Hirer acknowledges that the Owners give no warranty that the Premises are legally or physically fit for the purposes required by the Hirer and further acknowledge that the Premises might even currently contravene the requirements of the Equality Act 2010.
- 5 The Hirer is responsible for any loss or damage to the Premises (which for the avoidance of doubt includes its electrical installations) and for any loss, theft of, or damage to any property on the Premises (which for the avoidance of doubt includes any fittings or furnishings belonging to the Owners) arising out of the hiring, or while persons are entering or leaving the Premises pursuant to the hire, however and by whomsoever caused.
- 6 The Hirer must read and understand and accept the Fire, Health and Safety and Alcohol Policies of the Church. These are found on the shelf outside the Ground Floor kitchen. If the Hirer wishes to bring alcohol on to the Premises permission will be required from the Church Secretary. Any application must be made, in the first instance, to the Church Bookings Secretary.
- 7 The Hirer must either have its own Safeguarding Policy or have read, understood and accepted the Church's Safeguarding Policy. In either case the policy must be observed by the Hirer and all those using the Premises pursuant to the Application under the full responsibility of the Hirer, and not the Owner.
- 8 The Hirer is responsible for any loss, damage, injury or expense which may be suffered by or be done to or happen to any person, arising out of the hiring, or while persons are entering or leaving the Premises pursuant to the hire, however and by whomsoever caused. All persons using the Premises or bringing personal belongings to the Premises do so entirely at their own risk. Hirers must have their own liability insurance.

- 9 The Hirer is responsible for complying with all laws and regulations relating to their use of the Premises and for obtaining any consents, licences and permits (which for the avoidance of doubt includes any Performing Rights Society Licence) required to lawfully use the Premises for the Purpose intended. No gambling, games of chance or raffles are allowed on the Premises.
- 10 The Owners are not responsible for any loss due to any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction or Act of God, which may cause the Premises to be temporarily closed or the hiring to be interrupted or cancelled.
- 11 The Owners reserve the right to enter the Premises and remain on the Premises during the hiring at any time.
- 12 The Owners may put a stop to any hiring which in their opinion is not properly conducted, or which may infringe any of these Conditions, or which might compromise the mission and ministry of the United Reformed Church. The Church reserves the right to decline a booking request without giving reasons.
- 13 The use of the organ and/or pianos shall be by prior arrangement. Pianos must not be moved.
- 14 No bolts, nails, screws, pins, spikes or other objects can be driven into the fabric or furnishings of the Premises.
- 15 No advertising banners, flags or posters may be attached to the Church buildings inside or out, or to any notice boards, without prior consent of the Church Secretary. Any application must be made, in the first instance, to the Church Bookings Secretary.
- 16 Smoking, pets and animals are not permitted in the Premises with the sole exception of guide/assistance dogs.
- 17 The Hirer must not bring into the Premises any contaminative or hazardous substances, or anything of a specially combustible, inflammable or explosive nature, and all other property brought into the Premises for any reason arising out of the hiring or otherwise, must be removed at the end of each hiring. The Owners shall not be responsible for any property left behind in any event.
- 18 The Hirer must comply with all rules and regulations made from time to time by the Owners as to how best to use the shared facilities and resources, such as any kitchen, which the Owners make available to its user groups. Kitchens may be used for the preparation of light refreshments; any use beyond this shall only be by prior arrangement and following instruction.
- 19 The side door to May Place must be kept locked **at all times** (the knob on the inside secures this); the door to London Street must also be kept locked from inside unless one of the Hirer's group is posted in the Concourse to prevent unauthorised entry. There is a bell for the use of latecomers. If the door is found to be unlocked and unmanned the Hirer is liable to be refused future use of the Premises.
- 20 The Premises must be vacated by the end of the period for which they have been booked.
- 21 The Hirer must at the end of each hiring ensure that all appliances and lights are turned off, that taps in kitchens and toilets are turned off and that the Premises are left securely locked (which for the avoidance of doubt includes the locking of all doors and windows). If lights, taps and/or appliances are left on after use a charge will be made.

- 22 The Hirer must at the end of each hiring ensure that the Premises are left in a clean, orderly and smoke free state, with tables and chairs replaced in their original positions. Failure to clean the Premises may result in additional charges for cleaning. A defects book may be found on the shelf outside the Ground Floor kitchen. The Hirer is requested to report any bells, lights, or appliances found to be not working.
- 23 The Owners reserve the right to cancel any booking on giving not less than 24 hours notice (except in the event of emergencies when less notice may be given) and to cancel the booking at any time before or during the period of hire in the event of any breach of these Conditions.
- 24 Seven days notice of cancellation by the Hirer shall be given to the Bookings Secretary, otherwise Hirers will be charged in full for the booking.
- 25 The Owners reserve the right to review the hiring charges payable pursuant to any Application.
- 26 Accounts shall be paid within one month of despatch of the invoice. Any Hirer in arrears with payment is liable to forfeit future bookings.
- 27 It is the responsibility of the Hirer to ensure that access to the Premises is possible at the relevant time. The Bookings Secretary should be consulted for the collection of the key. The Hirer must return any keys to the Premises which have been issued to them at the earliest opportunity following the end of the hiring. A written receipt for the keys must be obtained.
- 28 The Hirer shall indemnify the Owners from and against any loss, damage or theft of any property, or any other demands, actions, proceedings, losses, damages, costs, expenses, claims and liability from any person, howsoever caused or arising from their use of the Property, or their breach of these Conditions, whether directly or indirectly in any manner whatsoever.
- 29 The Owners will repay any Security Deposit to the Hirer without interest at the end of the hiring, but less any deductions properly made by the Owners to cover any unpaid sums due under the hiring and the actual or anticipated cost of remedying any breach of these Conditions.
- 30 All communications about bookings shall be made on the Application Form or by email to the Bookings Secretary. If preliminary enquiries have been made by telephone they shall be confirmed in writing or by email.