

St Andrew's United Reformed Church Cheltenham

Conditions of Hiring Church Premises

1. Conditions

- 1.1 "The Church" means St. Andrew's United Reformed Church, Cheltenham
- 1.2 "The Conditions" are the conditions for hiring some or all of St Andrew's premises
- 1.3 "The Application" means the accepted application to hire premises
- 1.4 "The Owners" means The United Reformed Church (West Midlands) Trust Limited, the Church or their Agent
- 1.5 "The Hirer" means the person signing the Application and any group/organisation for whom he/she is acting. Any liability under the Conditions of such person and such group/organisation shall be joint and several.
- 1.6 "The Premises" means the areas, spaces, facilities and equipment more particularly defined and agreed in the Application and the access provision thereto.
- 1.7 "Rules and Regulations" means any rules made by the Owners from time to time for the use of the Premises, including any shared areas or facilities.
- 1.8 Any amendments to the Terms and Conditions shall be invalid unless it is in writing signed by the Owners and Hirers

2. Payments

- 2.1 The Hirer shall make all payments to the Owners in the manner and on the due dates agreed in the Application
- 2.2 The Owners reserve the right to review and increase the Hire Charge(s) and Security Deposit payable pursuant to the Application
- 2.3 The Owners will repay any Security Deposit to the Hirer without interest within 7 days of last hire, less any deductions made by the Owners to cover any unpaid sums due under the hire and the actual or anticipated cost of remedying any breach of the Conditions.

3. Use of Premises

- 3.1 The Hirer acknowledges that this hiring agreement confers permission to access and use the Premises only for the Purpose on the date(s), day(s) and time(s) agreed in the Application, the benefit of which cannot be assigned to any third party, and further that no relationship of landlord and tenant between the Owners and the Hirer or any other rights of occupation are created.
- 3.2 The Hirer is responsible for ensuring that not more than the number of persons agreed in the Application shall be allowed in the Premises at any one time.
- 3.3 Where keys and access codes are issued to the Hirer, the Hirer acknowledges that the keys remain the property of the Owners; are for the nominated keyholders only; are not copied or passed to any other person, and; where an access code is provided to the Hirer, that it must remain confidential and not be communicated to any other individual. Keys cannot be issued to anyone who has been convicted or cautioned concerning abuse of children, young people or adults at risk.
- 3.4 The Hirer acknowledges that the Owners give no warranty that the Premises are legally or physically fit for the hire
- 3.5 The Hirer acknowledges that all persons using the Premises or bringing belongings onto the Premises do so entirely at their own risk.

- 3.6 The Hirer or another authorised person of any group/organisation for whom he/she is acting shall be present throughout the hire period to be responsible for the safe and efficient supervision of the Premises, including but not limited to the effective control of all persons present and the orderly and safe departure of all persons from the Premises in the case of an emergency evacuation.
- 3.7 The Hirer acknowledges that there is no parking provision on site except to the extent agreed in advance and in writing by the Owners.
- 3.8 The Owners reserve the right to enter the Premises and remain on the Premises during the hire at any time. The Owners may put a stop to any hire which in their opinion is not properly conducted or does not respect the special status of the Premises, or which may interfere with the activities of the Owners or other hirers, or which may infringe any of the Conditions, or which might compromise the ministry and mission of the United Reformed Church. The Owners reserve the right to rearrange any hire if the Premises are needed for a religious ceremony.
- 3.9 Other than communal areas, Hirers must only use the facilities that they have specifically booked.

4. Compliance with rules and regulations

- 4.1 The Hirer must comply with all Rules and Regulations where they have been provided to the Hirer either in writing or by email.
- 4.2 The Hirer is responsible for complying with all laws and regulations relating to their use of the Premises and for obtaining and paying for any consents, licences (unless a relevant licence is already held by the Owners) and permits (which for the avoidance of doubt includes any Performing Rights Society Licence and Temporary Event Notice) required to lawfully use the Premises for the Purpose intended. Further to which the Hirer must also obtain any particular licences required for public/theatrical performances involving music, singing and dancing, and if copyright material is used or performed, the permission of the owner of the copyright.
- 4.3 The Hirer acknowledges that to comply with current legislation, smoking, vaping and the sale of alcoholic beverages are not permitted on any part of the Premises.
- 4.4 The Hirer acknowledges that pets and animals (except assistance animals) are not permitted in the Premises except to the extent agreed in advance and in writing by the Owners.
- 4.5 The Hirers must not bring into the Premises any contaminative or hazardous substances, or anything of an especially combustible, inflammable or explosive nature.
- 4.6 The Hirer must not display any form of external advertising at the Premises, except to the extent agreed in advance and in writing by the Owners, but may appropriately signpost their location during the period of a hire session.
- 4.7 The church has AV equipment installed in The Church and Montpellier Hall, plus a stage lighting rig in the Church. This equipment is available for hire by prior arrangement with the Owners. Hirers will be required to attend a briefing session with Officers of the Church before the first hiring.

5. Safeguarding

- 5.1 The Hirer is responsible for ensuring that when children, young people or adults at risk are present on the Premises, the appropriate legislation and best practice in connection with their supervision and safety is observed.
- 5.2 The Hirer is responsible for ensuring that children, young people and adults are protected at all times by taking all reasonable steps and by having any necessary insurance in place.
- 5.3 The Hirer must respond without delay to every complaint which suggests that a child, young person or adult at risk has been harmed or is at risk of harm and co-operate with the police and Children's and Adult Services in any investigation.
- 5.4 The Hirer must provide a copy of the Hirer's Safeguarding Policy and comply with that policy except where in conflict with the Owner's Safeguarding Policy where the Owner's Safeguarding Policy will take precedence. Where the Hirer has no policy, the Hirer must comply with the requirements of the Owner's policy on every detail.

6 Public Safety

- 6.1 The Hirer is responsible for the health, safety and welfare of all persons entering the premises in connection with the permitted use (whether formally or not) during the hire period.
- 6.2 The Hirer must abide by the Church's Evacuation and Fire Emergency Plan and instruct any person attending for the Permitted Use in the means of escape (fire exits) and fire action notice in respect of the Hired Space, Church and its grounds. In the case of large events in the Church or Hall, use of a microphone to ensure people can hear and for those on the LOOP is recommended for safety announcements.
- 6.3 The Hirer must not obstruct any means of exit from the Premises. The doors into the garden room are needed for emergency evacuation, do not lock them unless there is a steward with a key in the Link Gallery.
- 6.4 The Hirer must observe all relevant food health and hygiene legislation.
- 6.5 The Hirer must ensure that any electrical appliances brought onto the Premises are safe, in good working order, are PAT certified and used in a safe manner.
- 6.6 All accidents involving injury to members of the public must be recorded in the accident book and notified to the Owners as soon as possible.
- 6.7 The Hirer must prepare a Risk Assessment and provide method statements where necessary covering their part and use of the Premises and supply it to the Owners. This should be reviewed annually.
- 6.8 The Hirer must have a charged mobile phone with them for the duration of the hire so that the emergency services can be contacted if needed.
- 6.9 The Hirer is responsible for providing Stewards at each Sanctuary door and/or in the Hall at each door when the hiring is for a public performance. In the case of multiple occupancy, the Hirers of both the Church and the Hall must provide stewards.

7 Repair, damage, insurance and indemnity

- 7.1 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 hire, or while persons

are entering or leaving the Premises pursuant to the hire, howsoever and by whomsoever caused.

7.2 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 hire, or while persons are entering or leaving the Premises pursuant to the hire, howsoever and by whomsoever caused.

7.3 The Hirer must ensure that no bolts, nails, screws, pins, spikes or other objects are driven into the fabric or furnishings of the Premises, and that no adhesive products are used on the walls of the Premises.

7.4 The Hirer must report any matters of potential interest to the Owners, such as damage, howsoever caused or arising from their use of the Premises, or their breach of the Conditions, whether directly or indirectly in any manner whatsoever.

7.5 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 for any person, howsoever caused or arising from their use of the Premises, or their breach of the Conditions, whether directly or indirectly in any manner whatsoever.

7.6 The Hirer acknowledges that the Owners' Public Liability Insurance does not extend to external hirings, that the Hirer is strongly advised to arrange their own Public Liability Insurance, and that the Owners reserve the right to insist that such insurance is arranged and a copy provided.

7.7 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 hire to be interrupted or cancelled.

8 End of each hire session

8.1 The Hirer must fully vacate the Premises by the time agreed in the Application.

8.2 Any property, including consumable, brought into the Premises for any reason arising out of the hire session or otherwise, must be removed at the end of each hire. The Owners shall not be responsible for any property left behind in any event.

8.3 The Hirer must not store any property on the Premises, except to the extent agreed in advance and in writing by the Owners. Where permission is granted, this is not intended to confer exclusive possession on the Hirer and no tenancy of the Premises is intended to be created. The Owners reserve the right to relocate stored goods at any time and for any reason.

8.4 The Hirer must at the end of each hire session return any borrowed or hired items, equipment and furniture to their original location.

8.5 The Hirer must at the end of each hire session ensure that the premises are left in a clean and orderly state. Failure to clean the Premises and remove all rubbish arising from the hire may result in additional charge for cleaning.

8.6 The Hirer must at the end of each hire session ensure that all lights and appliances are turned off and that the Premises are left securely locked (which for the avoidance of doubt includes the locking of all external doors and windows and ensuring, by checking all rooms, including the toilets that there is no-one on the Premises).

9 Termination of hiring agreement

9.1 The Owners reserve the right to cancel any hire in the event of emergencies (including circumstances under section 3.8) and to cancel the hire immediately at any time in the event of any material breach of the Conditions.

9.2 The Hirer must give the Notice Period specified in the Application to the Owners of any cancellation of the hire, otherwise the applicable Hire Charge(s) will be payable.

9.3 Service of such cancellation notices is sufficient if it is in writing or by email to the Hirer or to the Owners' Agent

9.4 The hiring agreement terminates on the specified End Date unless terminated earlier.

9.5 The Hirer must return any keys to the Premises which have been issued at the earliest opportunity following the end of the hiring agreement. A written receipt for the keys must be obtained.