

HIRING AGREEMENT RELATING TO THE CHURCH PREMISES OF
Prestbury United Reformed Church

DATED

PARTIES (1) The Minister and Elders from time to time ("Elders") of Prestbury United Reformed Church of Deep St., Prestbury, Cheltenham GL52 3AW ("Church")

(2) The person/s named in clause 1.1 below or the organisation acting by the authorised representative named in clause 1.1 below ("the Hirer")

1.1 Hirer:

(a) Name/s (if individual)

(b) Organisation name

(c) Authorised Representative

(d) Address

(e) Telephone number and email

1.2 Premises: (specify rooms/facilities)

1.3 Hire Period/s (specify dates/days/ times required):

1.4 End Date: (specify date no more than 12 months from the start date)

1.5 Purpose: (specify the event/purpose for which premises are required)

1.6 Hire Charges £15 per hour or £40 per session
Sessions are 8am - 1pm, 1pm – 6pm, 6pm – 11pm
10% discount for Church Members and regular bookings

1.7 Security Deposit: (specify amount)

1.8 Date/s for Payment/s

2. Hire

2.1 The Hirer and the Elders agree that the terms defined in clauses 1.1 to 1.8 above have the meanings defined therein when used in this Agreement, in the Standard Conditions and any Special Conditions.

2.2 In consideration of the Hire Charges and subject to the Hirer's obligations under clause 2.3 below the Elders permit the Hirer to use the Premises until the End Date for the Purpose during the Hire Period/s.

2.3 The Hirer agrees to be bound by and to observe and perform the Standard Conditions of Hire set out in Schedule 1 ("Standard Conditions") and any Special Conditions of Hire set out in Schedule 2 ("Special Conditions").

Signed by Hirer

On behalf of Organisation Name

Signed by Elder authorised for and on behalf of the Elders

Schedule 1 - Standard Conditions of Hire

1. Payments

- 1.1 The Hirer shall make all payments to the Elders in the manner determined by the Elders from time to time on the Dates for Payment
- 1.2 The Elders reserve the right to review and increase the Hire Charges and Security Deposit
- 1.3 The Elders will repay the Security Deposit to the Hirer without interest within 7 days of the End Date, less any deductions made by the Elders to cover any unpaid sums due under this Agreement and the actual or anticipated cost of remedying any breach of these Standard Conditions or any Special Conditions.

2. Use of Premises

- 2.1 The Hirer agrees and acknowledges that this Agreement confers permission to access and use the Premises only for the Purpose during the Hire Periods and further agrees and acknowledges that no relationship of landlord and tenant between the Elders and the Hirer or any other rights of occupation are created.
- [2.2 The Hirer shall ensure that not more than the maximum number of persons as may be agreed from time to time with the Elders shall be allowed in the Premises at any one time.
- 2.3 Where keys and access codes are issued to the Hirer, the Hirer agrees that:
 - 2.3.1 the keys remain the property of the Elders ;
 - 2.3.2 the keys are for the nominated keyholders only and are not to be copied or passed to any other person, and;
 - 2.3.3 where an access code is provided to the Hirer the code must remain confidential and not be communicated to any other individual.
- 2.4 The Hirer agrees and acknowledges that the Elders give no warranty that the Premises are legally or physically fit for the Purpose.
- 2.5 The Hirer agrees and acknowledges that all persons using the Premises or bringing belongings onto the Premises do so entirely at their own risk.
- 2.6 The Hirer or another authorised person of any group/organisation for whom he/she is acting shall be present throughout the Hire Periods and shall be responsible for the safe and efficient supervision of the Premises.
- 2.7 The Hirer acknowledges that there is no parking provision on site except to the extent agreed in advance and in writing by the Church.
- 2.8 The Elders reserve the right to enter the Premises and remain on the Premises at any time during the Hire Periods.
- 2.9 The Elders reserve the right to cancel or rearrange any Hire Period if the Premises are required for the Church's own use and if a Hire Period is so cancelled will refund the Hire Charge for that Hire Period .
- 2.10 The Hirer will not cause any nuisance or annoyance to the Church other users of the Church premises or to the owners or occupiers of any adjoining or neighbouring properties
- 2.11 The Hirer will not use the address of the Church as its postal address for the purposes of correspondence or as part of its letterhead . The address of the Church may be displayed on the Hirers website, blog, Facebook page or similar to enable clients/members etc to locate where events and activities are to take place.
- 2.12 The Hirer will use all electricity and gas economically and if there is excess use will pay any additional sum that the Elders may consider reasonable.
- 2.13 The permission to use the Premises granted by this Agreement is personal to the Hirer and is not assignable.

3. Compliance with rules and regulations

- 3.1 The Hirer must comply with any rules and regulations made by the Elders from time to time for the use of the Premises, including any shared areas or facilities which have been provided to the Hirer either in writing or by email.
- 3.2 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 Elders) 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. 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.
- 3.3 The Hirer will not allow, in compliance with current legislation, any smoking and vaping on any part of the Premises.
- 3.4 The Hirer will not sell or allow to be sold any alcoholic beverages on any part of the Premises.
- 3.5 The Hirer must not allow any pets and animals (except assistance animals) on the Premises except to the extent agreed in advance and in writing by the Elders.
- 3.6 The Hirer must not bring into the Premises any contaminative or hazardous substances, or anything of an especially combustible, inflammable or explosive nature.
- 3.7 The Hirer must not display any form of advertising at the Premises, except to the extent agreed in advance and in writing by the Elders

4. Safeguarding

- 4.1 The Hirer will ensure 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.
- 4.2 The Hirer will ensure that children, young people and adults are protected at all times by taking all reasonable steps and by having any necessary insurance in place.
- 4.3 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.

- 4.4 The Hirer must abide by and implement their own Safeguarding Policy if they have one or if they do not have one the Hirer acknowledges that it has read and understood the Church's Safeguarding Policy and will abide by and implement it.

5. Public Safety

- 5.1 The Hirer is required to act responsibly and maintain a safe place for all persons using the Premises.
5.2 The Hirer must abide by and implement the Church's Health and Safety Policy and the Hirer acknowledges it has read and understood the same.

6 Repair, damage, insurance and indemnity

- 6.1 The Hirer is liable for any loss or damage to the Premises or any other part of the Church premises (including its electrical installations) and for any loss, theft of, or damage to any property on the Premises or on the remainder of the Church premises (including any fittings or furnishings belonging to the owners or occupiers) arising out of the hire, or while persons are entering or leaving the Premises or the remainder of the Church Premises pursuant to the hire, howsoever and by whomsoever caused.
6.2 The Hirer is liable 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.
6.3 The Hirer must not make any alteration in the decoration of the Premises and 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.
6.4 The Hirer must report to the Elders any damage, howsoever caused or arising from their use of the Premises, or their breach of these Conditions, whether directly or indirectly in any manner whatsoever.
6.5 The Hirer shall indemnify the Elders 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 Premises, or their breach of these Conditions, whether directly or indirectly in any manner whatsoever.
6.6 The Hirer acknowledges that the Church's 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 Elders reserve the right to insist that such insurance is arranged and a copy provided.

7. End of each Hire Period

- 7.1 The Hirer must fully vacate the Premises at the end of each Hire Period by the time agreed.
7.2 Any property brought into the Premises for any reason for any Hire Period or otherwise, must be removed at the end of each Hire Period. The Elders shall not be responsible for any property left behind in any event.
7.3 The Hirer must not store any property on the Premises or elsewhere on the remainder of the Church premises, except to the extent agreed in advance and in writing by the Elders. Where permission is granted, this is not intended to confer exclusive possession on the Hirer and no tenancy is intended to be created. The Elders reserve the right to relocate stored property at any time and for any reason.
7.4 The Hirer must at the end of each Hire Period return any borrowed or hired items, equipment and furniture to their original location.
7.5 The Hirer must at the end of each Hire Period ensure that the Premises are left in a clean, orderly and smoke free state. Failure to clean the Premises and remove all rubbish arising from the hire may result in an additional charge for cleaning.
7.6 The Hirer must at the end of each Hire Period 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 doors and windows and ensuring, by checking all rooms including the toilets that there is no-one on the Premises).

8 Termination of hiring agreement

- 8.1 The Elders may terminate this Agreement at any time on giving not less than 4 weeks' notice] (except in the event of emergency when less notice may be given) to the Hirer.
8.2 The Hirer may terminate this Agreement on giving not less than 1 weeks' notice to the Elders
8.3 The Elders may terminate this Agreement with immediate effect:
8.3.1 at any time in the event of any material breach of these Conditions
8.3.2 at any time in the event that they are required to close the Church premises due to any advice, instructions, rules or orders issued by the government.
8.4 The Elders may terminate this Agreement with immediate effect if in their opinion the hire:
8.4.1 is not being properly conducted or does not respect the special status of the Premises, or
8.4.2 interferes with or may interfere with the activities of the Church or other hirers, or
8.4.3 might compromise the ministry and mission of the United Reformed Church.
8.5 Service of such notice of termination is sufficient if it is in writing and delivered by hand, first class post or by email to the Hirer or to the Elders.
8.6 This Agreement terminates on the End Date unless terminated earlier.
8.7 The Hirer must return any keys to the Premises which have been issued at the earliest opportunity following the end of this Agreement. A written receipt for the keys must be obtained.
8.8 Termination of this Agreement shall not affect the rights of either party in connection with any breach of any obligation under this Agreement which existed at or before the date of termination.

9. Liability

Where the Hirer is more than one person any liability under these Standard Conditions and any Special Conditions shall be joint and several.

Schedule 2 Special Conditions of Hire

1. The Hirer must comply with all relevant government guidelines relating to COVID 19 or other infectious diseases whilst using the Premises for its activities.
2. The Hirer must not use or allow to be used the private drive adjacent to the Church which is the property of the Prestbury Memorial Trust.

Notes to the Above

1. Section 4.4: The Church's Safeguarding Policy can be found at <http://www.uncic.org.uk/safeguarding.aspx>
2. Section 5.2: The Church's Health & Safety Policy is embodied within the Health & Safety Risk Assessment and the Fire Risk Assessment and the mitigations contained therein. <http://www.uncic.org.uk/prisk.aspx>