

Christ Church (United Reformed Church) Chelmsford
Conditions of Hire for its premises known as
164 New London Road, Chelmsford CM2 OAW
("the premises")

1. THE HIRER (which expression shall in these conditions mean and include the hirer, its representatives, its servants or its agents as the context shall require, none of whom shall be a person under 18 years of age) will, during the period of the hiring, be responsible for supervision of such part of the premises that is the subject of the hire, the fabric and the contents, their care, safety from damage however slight or change of any sort, and the behaviour of their invitees using the premises whatever their capacity, including proper supervision of car parking arrangements to ensure that they park in the marked spaces only. Christ Church does not guarantee that parking spaces will be available during the hire period. Where it is necessary to gain access to the area of the hire within the premises disabled persons and their carers may use the stair and vertical lifts.
2. THE HIRER shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor to do anything or to bring anything on to the premises which may endanger the same or any insurance policies in respect thereof. It is against the law to smoke anywhere in the premises and the hirer shall indemnify Christ Church against any claim, loss, cost, fine or expense made against or incurred by it resulting from any breach by the hirer, its invitees or any of them of The Smoke-Free (Premises and Enforcement) Regulations 2006 or any re-issue or reenactment of the same.
3. THE HIRER shall comply with all conditions and regulations made in respect of the premises by the fire authority, local authority, the local magistrates' court or otherwise, particularly in connection with any event which includes licensable activities as defined in the premises licence issued to Christ Church, a copy of the summary of which will be provided to the hirer before the hiring agreement is entered into. All public concerts held by the hirer will be assessed by the Performing Right Society for the appropriate fee which the hirer shall pay.
4. THE HIRER will not be permitted to bring food or drink of any description except still or sparkling plain water into or to be consumed in the sanctuary/auditorium of the premises unless authorised by Christ Church. The sale by retail of alcoholic drinks or the supply of alcoholic drinks by or on behalf of a club to or to the order of a member of the club is strictly prohibited anywhere on the premises. Alcoholic drinks may not be brought into or consumed anywhere on the premises except if and to the extent that prior permission to serve alcoholic drinks has been given in writing to the hirer. Without limiting the generality of these conditions or any of them, if the hirer wishes at its own expense to serve alcoholic drinks free of charge to its invitees at an event and if Christ Church is willing in principle to allow it to do so, Christ Church will not give the prior permission referred to above unless the hirer signs and delivers to Christ Church when the hiring agreement is entered into an undertaking that the hirer will appoint a person (not being under 25 years of age) to be present at the event throughout the period of the hiring who will procure the following:
 - That soft drinks will be as freely available as alcoholic drinks.
 - That alcoholic drinks will be served by the glass and topping up will be controlled by the hirer's representative only, and that invitees shall not top up their own or others' glasses.
 - That the serving and consumption of alcoholic drinks will take place in a part of the premises designated by Christ Church, and that alcoholic drinks will not be brought into any other part of the premises.
 - That all opened bottles of alcoholic drinks will be kept at a designated place out of sight of invitees.
 - That the quantity of alcoholic drink brought onto the premises will be restricted to an amount appropriate to the number of persons attending the event and its nature.
 - That all alcoholic drinks brought into the premises shall remain under that person's physical control at all times.
 - That only the hirer shall bring alcoholic drinks into the premises and that, at the end of the hiring, all rubbish and remaining alcoholic drinks shall be removed from the premises.
5. THE HIRER will neither do nor suffer to be done anything that might cause any part of the premises to be overcrowded or its official seating capacity to be exceeded or the vestibules, corridors, passages, stairways or aisles

leading to the exits to be obstructed. If the hiring includes the sanctuary/auditorium/church hall the hirer will appoint up to 6 stewards not to be under the age of 18 to assist it to comply with this condition and Christ Church will appoint up to 2 of its members to familiarise the hirer's stewards with Christ Church's instructions for action to be taken in the event of an emergency, including the topography of the building, the location of exits, fire extinguishers, break-glass boxes and light switches. If the hiring does not include the sanctuary/auditorium/church hall the hirer will familiarise itself and its invitees with Christ Church's instructions for action to be taken in the event of an emergency.

6. USE OF THE ORGAN, the moving and or the use of the piano or of the sound reinforcement systems in the sanctuary/auditorium or in the church hall will be permitted only if such permission has been agreed by Christ Church and reference to it contained within the hiring agreement. If the hirer has indicated in the hiring agreement that the piano should be tuned Christ Church will cause it to be tuned for the account of the hirer.

7. THE HIRER shall take good care of, and shall not cause any damage or permit any damage to be done to the premises, or any part of the premises or fixtures, fittings and equipment on the premises or to any part of the building of which the premises form part or any other building or structure within the curtilage of the building, and any damage caused or permitted by the hirer, his/her servants, agents, contractors or any other person resorting to the premises by reason of his/her hire of them and shall be made good by Christ Church URC at the cost to the hirer and the hirer shall inform a member of staff of Christ Church of any such damage as soon as practicable and the hirer shall confirm it in writing within 24 hours of its discovery. The cost of such damage shall be certified by the Premises Manager whose decision shall be final.

8. 8.1. THE HIRER shall be liable for and shall indemnify Christ Church against all actions proceedings claims damages charges costs expenses whatsoever brought or made against Christ Church in respect of any damage theft or loss of property goods articles or things placed deposited brought into or left upon the premises or other part of the building of which the premises forms a part either by the hirer for his use or by any other person using the premises by reason of his/her hire unless due to the negligence of Christ Church, their servants or agents

8.2. CHRIST CHURCH shall not be liable for any loss due to any industrial action breakdown of machinery failure of supply of electricity leakage of water fire Government restrictions or any other circumstances beyond its reasonable control which may cause the premises or any part thereof to be temporarily closed or the hiring to be interrupted or cancelled nor for any failure of the hirer to gain access to the premises unless due to negligence of Christ Church their servants or agents.

9. AT THE END OF THE HIRING the hirer shall leave the parts of the premises the subject of the hiring in a clean and tidy condition. Any contents temporarily removed from their storage positions shall be carefully replaced by the hirer. Christ Church reserves the right to make an additional charge if these conditions or either of them is breached.

10. CHRIST CHURCH RESERVES THE RIGHT to cancel the hiring if the parts of the premises to be hired are required as a polling station for parliamentary or local government election or by election, in which event Christ Church shall use its best endeavours to provide alternative accommodation within the premises but Christ Church shall not be liable to the hirer for any resulting loss or damage whatsoever.

11. FIRE PRECAUTIONS AND OUTBREAK OF FIRE. The hirer shall make and keep up to date and available for examination by Christ Church at reasonable times a full and sufficient fire risk assessment in relation to the hiring that identifies and evaluates relevant fire hazards and any steps it should take to remove, avoid, reduce or minimise risk to itself or its invitees and to protect such persons from the remaining risk.

Such fire risk assessment shall take into account (in respect of the hirer's responsibility for the safe and prompt evacuation of the hirer and of each of its invitees) the provisions of the Evacuation Procedure and

Fire Safety Instructions exhibited in the part(s) of the premises which is (are) the subject of the hiring.

Such fire risk assessment shall, additionally, set out details of the steps to be taken by the hirer to ensure that infirm or disabled persons and vulnerable children are assisted by the hirer to evacuate the premises as safely and quickly as possible.

The hirer shall not and shall ensure that its invitees do not activate the fire alarm system or open the crash doors except in the event of a genuine emergency requiring the evacuation of the building. Upon becoming aware of an outbreak of fire however slight the hirer shall immediately sound the alarm by using the nearest break-glass box and summon the Fire Brigade. The hirer shall then cause its invitees to evacuate the building and to proceed to the designated assembly point and ensure that all its invitees are accounted for. The hirer shall ensure that no person on or using the premises with its authority will re-enter the building until the Fire Brigade has declared it safe to do so.

12. INDEMNITY. To the maximum extent permitted by law the hirer will indemnify Christ Church, its trustees, officers and members against any claims, demands, damages, costs or liabilities whatsoever in respect of injury/death to persons (including injury to the feelings of persons) or damage to property of any description arising out of or in connection with the hiring if and to the extent that those eventualities are not covered by Christ Church's insurance policies.
13. REVOCATION. Christ Church reserves the right to revoke its permission to use its premises or any part of them if the hirer breaches any of these conditions.
14. CANCELLATIONS.
- 14.1. Bookings cancelled by the hirer providing in excess of 14 days' notice, shall be not be charged.
- 14.2. Bookings cancelled by the hirer between 14 days and 1 day of the event will be subject to a charge of 25% of the total room hire.
- 14.3. Bookings cancelled by the hirer within 24 hours of the event will be subject to a charge of 75% of the total room hire.
- 14.4. Christ Church may cancel the hiring at any time without stating a reason and if so Christ Church shall refund to the hirer all monies paid by him/her to Christ Church, any monies payable for the period of hire unpaid at the time of the cancellation shall cease to be payable unless the cancellation is due to some act or default of the hirer provided always that Christ Church shall not be liable to pay any compensation to the hirer in respect of such cancellation.
15. SAFEGUARDING POLICY. The hiring organisation/individual is required to ensure that children and adults are protected at all times by taking all reasonable steps and by having any necessary insurance in place. The hiring organisation/individual should abide by their own safeguarding policy, if they have one, or by that of the church
- 15.1. Any hiring organisation/individual to whom this policy applies, must provide Christ Church with a copy of their own safeguarding policy for children and/or adults if they choose to abide by their own policy document.
- 15.2. *I have read and understand the policy of Christ Church regarding the safeguarding of children and adults at risk and will implement it:*
- OR:
- 15.3. *I have in place a similar safeguarding policy (Copy Attached – See 15.1. above) and agree that while using these premises, the principles of this policy will be upheld (Please indicate which applies)*

Signed For or on Behalf of:

Position:

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Signature:

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Name:

Date: