

CHRIST CHURCH UNITED REFORMED CHURCH, CHELMSFORD



HIRE AGREEMENT

This Agreement is made between Christ Church United Reformed Church of 164 New London Road, Chelmsford. CM2 0AW (the Church)

and(the Hirer)
acting by [Name & address of the person making the arrangements]

Area hired: the room(s) known as

No other rooms may be used without prior permission; an additional fee may be payable. Non-exclusive use of the kitchen for the preparation of drinks is included.

The Room(s) are to be used by the Hirer only for the purpose of
..... and
the Hirer is satisfied that the Room(s) are suitable for this purpose.

The period of hire is for the following date(s),

between the hours of and including time for setting up and clearing away.

The use of the following equipment is only permitted if agreed in advance and upon payment of the appropriate fee: organ, piano & AV equipment

I have read, and agree to, the Terms & Conditions.

Signed on behalf of the Hirer by

Name (block capitals)

Signature Position

Signed on behalf of the Church by:

Name (block capitals)

Signature Position

Date



TERMS AND CONDITIONS

General

- 1 The Hirer will pay the required fee in accordance with the tariff determined by Christ Church.
- 2 The hiring fee is inclusive of charges for heating, lighting and water. This fee is subject to annual review. Payment is due in advance and is to be made monthly, normally by the first working day of the month for all events to be held during that month, unless other arrangements are agreed in writing.
- 3 The Hirer and persons attending the Hirer's event may use such corridors as are necessary for access to the Area together with the toilets, all of which may from time to time also be in use by other people on the Premises.
- 4 All equipment and other articles belonging to the Hirer are to be removed from the premises at the end of each period of hire unless agreed in writing with the Premises Manager.
- 5 The Hirer and persons attending the Hirer's event may use the Church car park during the period of hire in common with any other person(s) authorised to be on the Premises but the Church gives no assurance that any or sufficient parking space will be available and does not accept any liability for any vehicles, or their contents, parked in the car park. The Church reserves the right to close the car park, giving not less than 14 days' notice, when needed for its own purposes or without notice in the event of an emergency. Use of the car park area is at the vehicle owner's risk.
- 6 The Church reserves the right to cancel the hire of the Area on any occasion when the Church requires the Area for any use of its own, giving not less than 14 days' notice (in writing), except in exceptional circumstances where shorter notice may be given. When possible, alternative accommodation on the Premises will be made available.
- 7 The Church reserves the right to cancel the hire without notice on any occasion when necessary for reasons outside the Church's control. It may not be possible in such a situation to make alternative accommodation available. The Hirer should therefore make their own provision for any losses.
- 8 The Hirer is responsible for leaving the parts of the Premises hired, including the corridors, kitchen and toilets, in a clean and tidy state after each period of use. Tables and chairs must be stacked safely in their designated storage areas. Under no circumstances should any furniture or other items be left in corridors or exit ways. The Hirer must ensure that on leaving the Premises all heaters, lights and taps are turned off, windows and outer doors closed.
- 9 All waste food from the Hirer's event must be removed from the Premises by the Hirer and not put in the Church's waste bins. Any non-food rubbish must be securely bagged (having been sorted in accordance with any requirement of the local authority) and rubbish bags placed in the appropriate refuse bins at the rear of the Church Hall.
- 10 The entire Premises are a no smoking, no alcohol and no recreational drugs area and the Hirer undertakes to make every effort to ensure that all persons attending the Hirer's events comply with these restrictions.
- 11 The Elders of Christ Church may exceptionally grant permission for the serving of alcoholic beverages. Application must be made in writing to the Church Secretary, and there is no presumption that any such application will be approved.

Safeguarding

- 12 The Hirer is required to ensure that children and adults are protected at all times and should abide by their own safeguarding policy, if they have one. A copy of this policy must be sent to the Church before the commencement of the hire period. If the Hirer does not have their own Safeguarding Policy, the Hirer should comply with the Church Safeguarding Policy.

Health & Safety

- 13** The Hirer is responsible for carrying out a risk assessment for their activities, a copy of which should be supplied to the Church if requested.
- 14** The Hirer is responsible for having procedures for the evacuation of the Premises in an emergency in compliance with the Regulatory Reform (Fire Safety) Order 2005. The Hirer shall ensure that they are familiar with, and comply with, the provisions of the Evacuation Procedure and Fire Safety Instructions exhibited around the premises.
- 15** The Hirer will neither do, nor allow, anything that might cause any part of the premises to be overcrowded including exceeding the official seating capacity. The Hirer will also ensure that no vestibules, corridors, passages, doorways, stairways or aisles leading to exits are obstructed.
- 16** If the hiring includes the Sanctuary, the Hirer will appoint up to 6 stewards, not to be under the age of 18, to assist it to comply with paragraph 15 and the Church will appoint up to 2 people to familiarize the Hirer's stewards with the Church's instructions for action to be taken in the event of an emergency, including the layout of the building, the location of exits, fire extinguishers, break-glass boxes and light switches.
- 17** The Hirer is responsible for ensuring that any equipment brought to the Premises in connection with the Hirer's event will be suitable and safe for use on the Premises and will be used in a safe manner without damage to Church property.

Insurance

- 18** The Hirer is responsible for taking out Public Liability Insurance to cover against any claim made against them in respect of any activities that they are responsible for and for any damage to Church property. The Hirer may also wish to insure their own equipment against loss, theft or damage. The Hirer undertakes to keep the Church indemnified against all actions, claims and demands arising in any way out of, or due directly or indirectly, to the Hirer's use of the premises. This includes any failure to obtain any copyright or other licence required for the Hirer's events. The Hirer is responsible for the actions of the members and guests of their organisation.

Music and AV system

- 19** Use of the organ, the moving and/or use of a piano or AV system in any part of the premises will only be permitted if such permission has been agreed by the Church and specified on the Hire Agreement. If the Hirer has indicated in the Hiring Agreement that piano(s) or the organ should be tuned the Church will arrange for this and any costs added to the account of the Hirer.
- 20** Any live performance of music by the Hirer will be assessed by PRS for Music Ltd and the appropriate fee paid by the Hirer.

Data Protection

- 21** Your name(s) and contact details will not be shared with anybody other than those dealing with bookings unless either
 - i it is a legal requirement for us to do so, or
 - ii you give your express permission

Cancellation

- 22** If the Hirer cancels the booking within 15 days of the event, the Hirer shall pay the Church a cancellation fee.
 - Bookings cancelled at any time from 14 days to 1 day before the event will be subject to a fee of 25% of the total room hire.
 - Bookings cancelled within 24 hours of the event will be subject to a fee of 75% of the total room hire.
 - Where no advance notice of cancellation is given the full hire fee will be charged
- 23** If the Church cancels the booking in accordance with paragraph 6 or 7, any monies due for that booking shall cease to be payable, and any monies already received by the Church for that booking shall be refunded. The Church shall not be liable to pay any compensation to the Hirer in respect of such cancellation.

Termination

24 The Hire Agreement may be terminated by the Church with immediate effect at any time if the Area is used for purposes other than specified in the Hire Agreement or in the event of any other breach of the Agreement considered by the Church to be sufficient reason for terminating the Agreement without notice. If the Agreement continues beyond the initial period specified, it may be terminated by either party giving three months' notice to the other.