

### CHURCH FACILITIES HIRE AGREEMENT

#### BOOKING DETAILS

Church Facility: St John's Church/St Peter's Church/St Peter's Parish Room (delete as appropriate)  
Purpose of hire: \_\_\_\_\_  
Date: \_\_\_\_\_  
Hours: \_\_\_\_\_  
Fee: St John's Church  \_\_\_\_\_ hrs at £16 per hr = \_\_\_\_\_  
 or party use at £50 per session  
 or discounted use at £8 per session  
St Peter's Church  \_\_\_\_\_ hrs at £16 per hr = \_\_\_\_\_  
 or concert use at £150 per session  
 or discounted use at £10 per session  
St Peter's Parish Room  \_\_\_\_\_ hrs at £14 per hr = \_\_\_\_\_  
Other agreement  \_\_\_\_\_ (total price)

Fees should be paid prior to use, or otherwise by agreement. Cheques should be made payable to 'The PCC of St Peter's and St John's'. To pay directly from your bank use account no. 00545961 and sort code 20-89-68.

#### HIRER DETAILS

Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
Post Code: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
E-mail address: \_\_\_\_\_

#### HIRE AGREEMENT

The Hirer agrees to observe and perform the provisions and stipulations contained or referred to in the PCC's Conditions of Hire for the time being in force and as annexed hereto and in such rules (if any) governing the use of the premises and as the PCC may for the time being impose and of which the Hirer has been notified.

Signed (Hirer): \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_

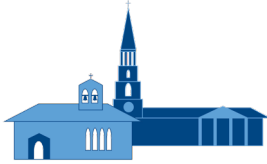
#### SAFEGUARDING STATEMENT

The Hirer accepts full responsibility for ensuring that a Safeguarding Policy is observed by all persons on the premises, during the course of the event for which the facilities have been hired.

Signed (Hirer): \_\_\_\_\_ Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_

#### SPECIAL CONDITIONS (IF ANY)

Signed (PCC rep.): \_\_\_\_\_ Date: \_\_\_\_\_



## CONDITIONS OF HIRE

**Booking.** All booking applications must be in writing on the booking form provided. The person signing this form will be considered the Hirer. Where an organization is named in the application the organization will also be considered the Hirer and shall be jointly and severally liable with the person who signs this form.

**Keys.** Keys may be collected by arrangement in advance of the booking date. The keys must be returned immediately after the end of the hiring, unless an alternative arrangement has been made with the PCC.

**Fee.** The Hirer will pay the full fee prior to use unless having come to a prior agreement with the PCC.

**Supervision and Responsibility.** The Hirer will during the period of the hiring be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage, however slight, and the behaviour of all persons using the premises whatever their capacity including proper supervision of car parking arrangements so as to avoid danger to members of the public and obstruction of the public highway.

**Completion of Hire.** At the end of hiring the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured, unless directed otherwise by authorized representatives of the PCC. Any contents temporarily removed from their usual positions must be properly replaced. Should this not be complied with the PCC reserves the right to make an additional charge.

**Safeguarding.** The Hirer is required to ensure that children, young people and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage occurring; and that (s)he carries full liability insurance for this. In particular this means that the Hirer will:

- Abide by the Hirer's own safeguarding policy or, lacking his or her own policy, the Church of England Safeguarding Policy (available here: <https://www.churchofengland.org/sites/default/files/2017-12/PromotingSaferChurchWeb.pdf>), signing the statement provided at the end of the Hire Agreement to acknowledge that this has been seen and that all concerns relating to abuse of vulnerable groups will be reported to the relevant statutory authority;
- Provide the PCC with a copy of your organization's Safeguarding Policy/ies if this is being followed;
- Recruit safely all current paid and voluntary workers who work with children and/or vulnerable adults, by obtaining satisfactory disclosures from the Disclosure and Barring Service where eligible, and keeping records of dates and disclosure numbers indefinitely;
- Ensure that all responsible adults present on the premises are aware of the safeguarding policy and abide by it;
- Keep a list of the names of all paid and voluntary workers with regular and direct contact with children/vulnerable adults, and update it annually;
- Always have at least two leaders over the age of 18 years in any group of children and young people, no matter how small the group;
- Leave no person under the age of 18 years in charge of any children or young people of any age;
- Leave no child or group of children or young people unattended at any time;
- Keep securely a register of children, young people or vulnerable adults attending the activity, which will include details of their name, contact details of parent/guardian/carer etc., date of birth and next of kin;
- Immediately (within 24 hours) inform the Parish Safeguarding Officer of:
  - (a) the occurrence of any incidents or allegations of abuse or causes of concern relating to members or leaders of your organization, and contact details for the person in your organization who is dealing with it;
  - (b) any known offenders against children or vulnerable adults seeking to join your membership, and manage such allegations or agreements with offenders in co-operation with statutory agencies, and with the church.

The Parish Safeguarding Officer is Carol Tattersfield, who can be contacted on 07450 429817 or caroltatt25@gmail.com.

**Parking.** The hire of the premises at St John's includes the use of parking facilities. However, the PCC reserves the right to ask for any cars related to this hiring to be removed or prevented from parking on site due to other concurrent or overlapping activities on site.

**Exclusions.** The Hirer shall not use the premises for any purposes 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 do anything to bring on to the premises anything which may endanger the premises or any insurance policies connected with the premises.

**Alcohol.** These are not licensed premises and no alcohol can be sold thereon without a licence from the local authority. Should the Hirer wish to bring drinks onto the premises for private and moderate consumption, notice of this is to be provided at the time of booking.

**Smoking.** The entire premises and grounds are a No Smoking Zone. For safety reasons individuals should not smoke in the car park.

**Music.** The Hirer undertakes to satisfy any requirements under performing rights for the performing or playing of live or recorded music. Any Hirer who intends to play music or have a live band agrees to inform the PCC at the time of booking. The Hirer undertakes to ensure that all noise is kept to a level such that neighbours of the church premises are not unduly disturbed. The Hirer agrees in any event to terminate all loud noise on the premises at 11.00 p.m.

**Public Safety.** The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays and shall ensure that such events shall not involve the infringement of any copyrights or performing rights.

**Emergencies.** In anticipation of an emergency it is the Hirer's responsibility to ensure that (s)he knows the location of first aid kits, stopcocks, the nearest hospital and the like.

**Damage.** The Hirer shall indemnify the PCC for the cost of repair of any damage done to any part of the property including the surroundings or the contents of the building, which may occur during the period of the hiring as a result of the hiring. The Hirer shall not interfere in any way with the switchboard, electricity or gas fittings, meter fittings or fixtures on the premises. It is the responsibility of the Hirer to ensure that the electricity supply is appropriate for any equipment used and that any equipment used will not endanger, overload or damage the electricity supply, circuits, wiring, plugs, sockets, switchboards or other equipment.

**Insurance.** The Hirer acknowledges that the loss of any items left unattended is not covered by the PCC insurance cover.

**Cancellation.** If the Hirer wishes to cancel the booking before the date of the event and the PCC is unable to find a replacement booking, the question of the payment or the repayment of the fee shall be in the discretion of the PCC. The PCC reserves the absolute right to cancel the hiring, in which case the Hirer shall be entitled to a refund of any monies already paid. Even if the Hirer has a regular booking for the hire of the premises the PCC reserves the right to renew, vary or cancel any such regular arrangements. This right will not be unreasonably enforced. In the event of the premises or any part thereof being rendered unfit for the use of which it has been hired the PCC shall not be liable to the Hirer for any resulting loss or damage whatsoever.

**Access.** The Hirer shall allow any duly authorized officer of the PCC access to the premises or any part thereof at all times during the hiring.