

ST LUKE’S CHURCH, BURTON

Please read the attached conditions of hire and then complete Section A, sending it to your church contact who may confirm the booking by completing and returning Section B

A. Application to Hire Church Premises

This Application is made by / on behalf of ('the Hirer'): (please specify the Hirer's name.)

To use: (please specify the rooms and facilities required.) (**'the Premises'**)

On the following date(s) / day(s) / times(s): (for example: this can be for specific dates or for a specific time each week / month, and (with the Owners' consent) can allow for future dates to be separately agreed.)

'End Date': (no more than 13 months from the first use.)

For the following event / purpose ('the Purpose'):

a) Title / type of event / purpose:

b) Anticipated content / activities:

c) Food / drink / alcohol (No / Yes, please detail):

d) Maximum number of persons anticipated to use the Premises on each hire:

e) How many users will be children:

The Safeguarding Policy to be followed is:

The Hirer's own Policy / The Church's Policy (delete as applicable)

By making payment of the Hire Charge(s) and/or occupying the Premises the applicant Hirer acknowledges that:

- 1 This Application is made subject to the Conditions of Hiring Church Premises ('the Conditions') [and the 'Rules and Regulations'] which have been read, understood and accepted by the Hirer and will be observed by the Hirer and all those persons using the Premises pursuant to this Application, but in the event of any discrepancy between the Conditions and the information in this Application, the provisions of this Application shall prevail.
- 2 The Hirer has read, understood and agrees to follow the Owners' Evacuation and Fire Emergency Plan.

- 3 The Hirer has read and understood the Safeguarding Policy to be followed and will implement it. The Hirer will 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 This Hiring Agreement is not intended to confer exclusive possession on the Hirer and that accordingly no tenancy of the Premises is intended to be created. The Premises remain under the control of the Owners who reserve the right to enter the hired space at any time and for any reason. Where any temporary storage facilities are provided under this Application this is not on an exclusive basis and the Owners reserve the right to relocate any stored goods at any time and for any reason.

Electronic signature or name of applicant Hirer:

Date:

Position in group / organisation on whose behalf this application is made, if applicable:

Full address including postcode:

Telephone Number(s) (day) and (evening):

Email address:

B. Booking Confirmation

Subject to complying with the terms of the Booking Confirmation as detailed below, the Owners confirm that your Application has been accepted as confirmed below.

Hire Charge(s):

Terms of payment: (including the due dates and acceptable methods of payment)

[Security Deposit]

Payments

Cheques should be made payable to:

Online payments should be credited to:

Account Name:

Sort Code:

Account Number:

Quoting:

Notice Period: (for example: 7 days.)

Hirer:

**Electronic signature or name of
Owners' Agent:**

Date:

Owners:

**ST LUKE'S CHURCH, BURTON ('the Church')
CONDITIONS OF HIRING CHURCH PREMISES ('the Conditions')**

- 1 Definitions:
 - 1.1 'The Application' means the accepted application to hire premises.
 - 1.2 'The Owners' means the Parochial Church Council (PCC) of St Luke's Church, Burton or their Agent.
 - 1.3 'The Hirer' means the person making 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.
 - 1.4 'The Premises' means the areas, spaces, facilities, equipment and parking spaces more particularly defined and agreed in the Application and the access provision thereto.
 - 1.5 '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.
- 2 These Conditions replace and supersede all previous agreements between the Hirer and the Owners.

Payments

- 3 The Hirer shall make all payments to the Owners in the manner and on the due dates agreed in the Application.
- 4 Cancellation of a booking may result in 50% of the agreed fees being charged, unless at least one week's notice of cancellation is given to the Owners. This also applies to late cancellation of individual dates within the scope of a long-term and/or regular booking.
- 5 The Owners reserve the right to review and increase the Hire Charge(s) and Security Deposit payable pursuant to the Application.
- 6 The Owners will repay any Security Deposit to the Hirer without interest within 7 days of the 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.

Use of premises

- 7 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 times(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.

- 8 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.
- 9 Where keys, keycards or access codes are issued to the Hirer, the Hirer acknowledges that the keys or keycards: remain the property of the Owners; are for the use of the nominated keyholders only; are not to be copied or passed to any other person, and; where an access code is provided to the Hirer, that they 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.
- 10 The Hirer acknowledges that the Owners give no warranty that the Premises are legally or physically fit for the hire.
- 11 The Hirer acknowledges that all persons using the Premises or bringing belongings onto the Premises do so entirely at their own risk.
- 12 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.
- 13 The Hirer acknowledges that there is no parking provision on site except to the extent agreed in advance and in writing by the Owners.
- 14 The Owners reserve the right to enter the Premises and remain on the Premises during the hire at any time.
- 15 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 St Luke's Church.

Compliance with rules and regulations

- 16 The Hirer must comply with all Rules and Regulations where they have been provided to the Hirer either in writing or by email.
- 17 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.
- 18 The Hirer acknowledges that to comply with current legislation, smoking and the sale of alcoholic beverages are not permitted on any part of the Premises.

- 19 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.
- 20 The Hirer must not bring into the Premises any contaminative or hazardous substances, or anything of an especially combustible, inflammable or explosive nature.
- 21 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.

Safeguarding

- 22 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.
- 23 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.
- 24 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.
- 25 The Hirer must abide by their own Safeguarding Policy if they have one or the Church's Safeguarding Policy.

Public safety

- 26 The Hirer must abide by the Church's Evacuation and Fire Emergency Plan.
- 27 The Hirer must not obstruct any means of exit from the Premises.
- 28 The Hirer must observe all relevant food health and hygiene legislation.
- 29 The Hirer must ensure that any electrical appliances brought onto the Premises are safe, in good working order and used in a safe manner.
- 30 All accidents involving injury to members of the public must be recorded in the appropriate accident book and be notified to the Owners as soon as possible.

Repair, damage, insurance and indemnity

- 31 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.
- 32 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.

- 33 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.
- 34 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.
- 35 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 from 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.
- 36 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.
- 37 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.

End of each hire session

- 38 The Hirer must fully vacate the Premises by the time agreed in the Application.
- 39 Any property 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.
- 40 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.
- 41 The Hirer must at the end of each hire session return any borrowed or hired items, equipment and furniture to their original location.
- 42 The Hirer must at the end of each hire session ensure that the Premises are left in a clean, orderly and smoke free state. Failure to adequately clean the Premises and remove all rubbish arising from the hire may result in an additional charge for cleaning.
- 43 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 doors and windows).

Termination of hiring agreement

- 44 The Owners reserve the right to cancel any hire on giving not less than the Notice Period specified in the Application (except in the event of emergencies when less notice than the Notice Period may be given) and

to cancel the hire at any time in the event of any material breach of the Conditions.

- 45 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.
- 46 Service of such cancellation notices is sufficient if it is in writing or by email to the Hirer or to the Owners' Agent.
- 47 The hiring agreement terminates on the specified End Date unless terminated earlier.
- 48 The Hirer must return any keys or keycards to the Premises which have been issued at the earliest opportunity following the end of the hiring agreement. A written receipt for the keys or keycards must be obtained.

ST LUKE'S CHURCH, BURTON
RULES AND REGULATIONS FOR HIRING CHURCH PREMISES ('the Rules and Regulations')

- 1 These Rules and Regulations are supplementary to the Conditions of Hiring Church Premises as set out in 1.5 of the Conditions.
- 2 Smoking is not permitted anywhere within the premises, including under porches and outdoors.