

## Hire Agreement for Part of Church Premises - One-Off Hire Updated April 2021

<b>Date of Agreement</b>	/ /20
<b>“The Church”</b>	<b>Heath United Reformed Church of Free School Lane, Halifax, HX3 0DW</b>  Contact name: Jane Simmons  Telephone number: 07748988161  Email address: heathhire@gmail.com
<b>“The Hirer”</b>	Name: .....  Address: .....  Telephone number: .....  Email address: .....
<b>Room/s in Premises</b>	
<b>Facilities e.g. kitchen</b>	
<b>Event / Purpose of hire</b>	
<b>Hire Period</b>	Date: .....  Time: from ..... am/pm until ..... am/pm <sup>1</sup>
<b>Hire Fee: £25.00/hour for first hour, £12.50/hour thereafter</b>	£.....
<b>Additional Fee<sup>2</sup></b>	£..... / Not applicable  Details .....
<b>Reservation Fee</b>	£..... /Not applicable (delete as applicable)
<b>Deposit</b>	£..... /Not applicable (delete as applicable)
<b>Payment</b>	<b>Payment should be made in advance with this completed Booking Form:</b> Payment should ideally be made by <b>BACS transfer</b> to Bank Account Account number: 00030950 Sort Code: 40-52-40 Account Name: Heath United Reformed Church. <b>Give your name as reference.</b> <b>Send email to Gill</b> , treasurer, to inform her payment has been made <a href="mailto:heahhtreasurer@gamil.com">heahhtreasurer@gamil.com</a> Otherwise by cheque payable to Heath United Reformed Church
<b>COVID 19</b>	<b>Hirers must read and agree to Special Condition 1</b> on page 5 of this document <b>along with additional special conditions for a wake.</b>

<sup>1</sup> Hire Period: Please include sufficient time for preparation and for clearing up.

<sup>2</sup> Additional Fee: For example an additional charge for kitchen, caretaking services, use of audio-visual services, etc.

<p><b>Hire Agreement</b></p>	<p>(A) In consideration of the payment by the Hirer of the Hire Fee on the date of this Agreement (and where applicable the Additional Fee, Reservation Fee and/or Deposit), and subject to clause (B) below, the Church permits the Hirer to use the Premises for the purposes of the Event for the Hire Period.</p> <p>(B) This Agreement incorporates the conditions of hire as set out in Schedule 1 to this Agreement (the “<b>Conditions of Hire</b>”) together with any special conditions of hire (the “<b>Special Conditions</b>”) as set out in Schedule 2 to this Agreement.</p> <p>(C) The Hirer agrees to be bound by and to observe and perform the conditions, provisions and stipulations contained or referred to in the Conditions of Hire and also the Special Conditions (if any).</p> <p>(D) The Hirer agrees with the Church to be present (or where the Hirer is an organisation, to procure that an authorised representative is present) during the Hire Period and to supervise the Event.</p> <p>(E) This Agreement has been entered into on the date stated at the beginning of it.</p>
<p><b>Signed on behalf of the Church</b></p>	<p><b>Signature:</b> .....</p>
<p><b>Signed on behalf of the Hirer</b></p>	<p><b>Signature:</b> .....</p>
<p><b>Date</b></p>	<p>/ /20</p>

## **Schedule 1: Conditions of Hire**

### **General**

1. The Hirer acknowledges that the Premises remain under the control of the Church and that this Agreement does not create any relationship of landlord and tenant between the Church and the Hirer, or any other rights of occupation. This Agreement is personal to the Hirer and cannot be transferred to another party.

### **Cancellation**

2. The Church reserves the right to cancel any booking on giving as much notice as is reasonably possible (but not less than 48 hours' prior written notice, except in an emergency) to the Hirer if the Premises are required for use by the Church. In these cases the Church will offer alternative accommodation if it is available.
3. The Church reserves the right to cancel any booking at any time before or during the Hire Period in the event of any breach by the Hirer of this Agreement or if the Premises have become unfit for use by the Hirer. In the event of cancellation by the Church as a result of any such breach by the Hirer, the Church may retain either part or all of the Deposit as it sees fit (acting reasonably).
4. In the event of cancellation by the Church as a result of the Premises becoming unfit for use the Hirer will be entitled to a refund of any fees already paid. The Church will not be liable to the Hirer for any direct or indirect loss or damages whatsoever.
5. If the Hirer wishes to cancel the booking before the start of the Hire Period, the Hirer should give as much notice as possible to the Church and in any event not less than 14 days. The Church may deduct an administration fee from the refund of any fees paid by the Hirer.

### **Use of the Premises**

6. The Hirer will not use the Premises other than for the purposes of the Event.
7. The Hirer acknowledges that the Church gives no warranty that the Premises are legally or physically fit for the purposes required by the Hirer and that the Church accepts no liability for any loss, damage or injury to any person or property, or theft, liability or expense suffered by any person during or as a result of the Hirer's use of the Premises, and that all persons using the Premises or bringing personal belongings to the Premises do so entirely at their own risk.
8. The reasonable use of the lighting and heating of the Premises is included in the Hire Fee. The Hirer agrees to use the lighting and heating economically and if the Church considers that there is excess usage the Hirer agrees to pay any additional sum which the Church may consider reasonable (particularly in respect of heating and lighting left on after the Hire Period has finished).
9. The Hirer shall take good care of the Premises and any furniture, fittings, equipment and other property therein during the Hire Period and will make good and pay for any damage howsoever caused.
10. The Premises, together with the corridors, kitchen (if used) and toilets, shall be vacated by the end of the Hire Period and shall be left clean, tidy and clear of rubbish at the end of the Hire Period. If the kitchen is used any crockery used must be washed and put away, and **all food and food waste removed**.  
Unless separate caretaking arrangements have been made for setting up and clearing the Premises, 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. Unless otherwise directed by the Church, the Hirer must ensure that on leaving the Premises all heaters, lights and taps are turned off, windows closed and the outer doors closed, and (if the Hirer is a key holder) securely locked and where applicable any alarms set.
11. The Hirer shall not leave any goods or apparatus in the Premises or the Building unless authorised by the Church in the Special Conditions of Hire.

12. The Hirer shall be responsible for the efficient supervision of the Premises during the Hire Period including the effective control of children; ensuring that noise levels are contained to a reasonable level at all times; the decent behaviour of anyone using the Premises under this Agreement; and the orderly and safe admission and departure of persons to and from the Premises in case of emergency.
13. The Hirer will not allow any animals (including birds) on to the Building (except guide dogs, hearing dogs or recognised assistance dogs) without written approval on behalf of the Church.
14. The Hirer will not make any alteration to the Premises or their decoration or affix anything to the walls without first obtaining permission from the Church. Where approval is given to such an item then, unless the Church requires otherwise, any such item must be removed by the Hirer at the end of the Hire Period and any damage caused by such removal must be made good to the satisfaction of the Church.
15. The Hirer will not use the Church address for correspondence or as part of their letterhead or associated marketing and/or correspondence tools. The Church address may only be used to enable the Hirer and its guests, clients or members to locate where the Event is to be held. A separate postal address must be clearly stated for contact and correspondence purposes, accompanied by a notice to the effect that no correspondence should be addressed to the Church.
16. The Church retains possession and management of the Premises at all times and the Hirer has no right to exclude any Church personnel from the Premises. Communal facilities, such as corridors, lobbies and toilets may be used by anyone using any part of the Building with the permission of the Church.
17. If any licences are required in respect of any activity to be carried out at the Premises in relation to the use of the Premises by the Hirer, the Hirer will ensure that they hold the relevant licences unless a relevant licence is already held by the Church.
18. The Hirer agrees not to do or permit to be done anything on the Premises to injure the reputation of the Church, or which is illegal, indecent or immoral. The Hirer also agrees not to do or permit to be done anything which may be or become a nuisance or disturbance to the Church or to any other occupiers of the Building or any neighbouring property.
19. The Hirer agrees to comply with any rules and regulations that the Church may make and notify separately to the Hirer regarding the Hirer's use of the Premises and any Facilities or other parts of the Building.

### **Public Safety**

20. The Hirer undertakes to observe the Building's standard fire precautions pertaining to the Premises. In particular, the Hirer shall take steps to ensure that it is aware of the action to be taken in the event of fire including the need to call the Fire Brigade and how to evacuate the Premises; the location and use of fire equipment; the escape routes from the Premises and the need to keep them clear.
21. The Hirer will report all accidents involving injury to the public to the Church Contact named above as soon as possible and complete the appropriate accident book.

### **Insurance and Liability**

22. The Hirer is responsible for taking out public liability insurance (if applicable) to cover against any claim made against them in respect of any activities that they are responsible for, any equipment they bring on to the Premises or any damage to Church property. The Hirer may also wish to insure equipment against loss, theft or damage as this is not covered by any insurance held by the Church. The Hirer undertakes to keep the Church indemnified against all losses, actions, claims and demands arising in any way out of, or due directly or indirectly, to the Hirer's use of the Premises or any breach by the Hirer of this Agreement, including any failure to obtain any copyright or other licence required for the Hirer's events.

23. The Church shall not be liable in any respect for any damage or theft or loss of any equipment or personal belongings whatsoever brought on to the Premises by the Hirer or any persons enjoying the use of the Premises for the purpose of the Event.
24. The Hirer will not do anything that will or might invalidate in whole or in part any insurance effected by the Church in respect of the Building. In particular, the Hirer will comply with all laws and will not do anything that will or might constitute a breach of any planning permissions or other similar consents, licences, permissions, certificates, authorisations or approvals (whether of a public or private nature) affecting the Premises.
25. If on notification of the Hirer's intended use of the Premises the Church's insurers levy an additional insurance premium then the Hirer will be required to pay such increased premium upon demand.
26. The Church shall not be liable for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Hirer or the Hirer's employees, customers or other invitees (whether as a result of any event happening which renders the Premises unfit for use or which may cause the Premises to be closed or the Event to be interrupted or cancelled, or otherwise).

### **Safeguarding**

The Hirer confirms that the Hirer has received a copy of the Safeguarding Policy issued by the Church from time to time, has an understanding of it, and undertakes to follow it for the safeguarding of any or all children, young people and vulnerable adults at the Building.

### **Schedule 2: Special Conditions**

#### **1. COVID SECURITY**

Permission to use the building may be withdrawn at short notice in response to changes in the coronavirus situation.

Heath Church has risk assessed the building and the risk assessment can be seen at

[https://drive.google.com/file/d/1CDqTxiEQS\\_AQykL\\_FZFZbmF115sFmInk/view?usp=sharing](https://drive.google.com/file/d/1CDqTxiEQS_AQykL_FZFZbmF115sFmInk/view?usp=sharing)

It is the hirers responsibility to risk assess their activity and carry out any mitigating actions identified.

Hirers will only use toilets, chairs etc. allocated for their use.

Hirers may not prepare refreshments on the premises

The hirer is responsible for cleaning all frequently touched surfaces (light switches, doors etc.) at the end of their activity.

Whilst all surfaces should be clean when a hirer arrives, Heath Church can't guarantee this. On arrival the hirer may choose to clean frequently touched surface for their own peace of mind.

#### **2. Additional Special Conditions for wake**

Strictly no more than 15 in total

Pre arrange tables for individual households/bubbles only, with 2m between chairs on different tables

Keep a table plan with all names and contact details (for track and trace)

Masks to be worn when not seated

Food and drink to be served to the tables with server wearing a mask

Avoid a group of over 6 gathering outside

2. Only rooms listed under 'premises' or 'facilities' may be used by the hirer

3. The hirer is responsible for ensuring the safety and correct use of any electrical or other equipment brought onto the premises.

Heath United Reformed Church's Safeguarding and Health & Safety policies are available at

<http://heathchurchhalifax.org.uk/documents-and-policies/> and may also be viewed in the church.

**In signing the hire agreement you agreeing to abide by these policies.**

Copies of fire, gas electrical etc. safety certificates are available at

<http://heathchurchhalifax.org.uk/compliance-certificates/>