

**Agreement for Hire of Part of Heath Church Premises - Series Of Hire Updated April 2024**

<b>Date of Agreement</b>	/ /
<b>“The Church”</b>	<p><b>Heath United Reformed Church of Free School Lane, Halifax, HX3 0DW</b></p> <p>Contact name: Jane Simmons</p> <p>Telephone number: 07748988161</p> <p>Email address: heathhire@gmail.com</p>
<b>“The Hirer”</b>	<p><b>Name:</b> .....</p> <p><b>Address:</b> .....</p> <p><b>Telephone number:</b> .....</p> <p><b>Email address:</b> .....</p> <p>May we include your email/telephone number in magazine/website/noticeboard? Yes / No</p>
<b>Room/s in Premises &amp; any additional requirements</b>	<i>N.B. Heath URC reserves the right, on rare occasion, to offer an alternative room, or to give good notice that no room is available for a particular day.</i>
<b>Activity/activities</b>	
<b>Hire Period</b> Please allow time for setting/clearing up.	<p><b>Day(s)</b></p> <p><b>Dates (if not all year) :</b></p> <p><b>Time:</b></p>
<b>Total Hire Fee (minimum of 1 hour) &amp; any Additional Fee<sup>1</sup></b>	<p>Meeting Room 2 £6/hour for ..... hours</p> <p>Hall or Church upstairs £15/hour for ..... hours</p> <p>Lounge £13.50/hour for ..... hours</p> <p><i>£15.00 caretaker fee for non-key holders (usually hirers will have a key)</i></p> <p><b>Total for hire (including caretaker fee and additional fee if applicable) £</b></p>
<b>Payment</b>	<p>Charges (including the Hire Fee) may be reviewed from time to time The Hirer will pay the Hire Fee to the Church, without any deduction, in advance on the first day of each month or as per agreement with the treasurer. If required, invoices/ receipts may be requested from the treasurer at the email address below.</p> <p>Payment should preferably be made by <b>BACS transfer</b> to Heath’s 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:heathtreasurer@gmail.com">heathtreasurer@gmail.com</a></p> <p>Otherwise by cheque made payable to Heath United Reformed Church</p>
<b>Conditions of hire</b>	<b>In submitting this form you are agreeing to abide by the conditions of hire, including Safeguarding, Health &amp; Safety and the Special Conditions.</b>

<sup>1</sup> Additional Fee: For example an additional charge for storage or for negotiated use of kitchen

<b>Hire Agreement</b>	<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(s) 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>
<b>Signed on behalf of the Church</b>	<b>Signature:</b> <b>Jane Simmons</b>
<b>Signed on behalf of the Hirer</b>	<b>Signature:</b>
<b>Date</b>	/ /

**Only pages 1 and 2 need to be returned**

## **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(s).
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 the Hirer agrees there is excess usage 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 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 hiring; 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(s) is (are) 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(s).
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**

27. The Hirer is responsible for ensuring that when children, young people or adults at risk are present on the Premises all legislation and best practice in connection with their safeguarding, supervision and safety is observed.
28. The Hirer is responsible for ensuring that children, young people and adults are protected at all times by taking all necessary steps and by having an appropriate insurance policy in place.
29. The Hirer must respond, record and report to the statutory agencies and to the church safeguarding co-ordinator without delay every complaint/concern/investigation associated with the Hirer's activities on the church premises which suggests that a child, young person or adult at risk has been harmed or is at risk of harm. The hirer must also co-operate with the police and Children's and Adult Services in any investigation and inform the Church Safeguarding Co-ordinator of its outcome.
30. The Hirer must as a minimum follow safer recruitment practices for all staff and volunteers involved in leading their activity including all those who require a Disclosure and Barring Service (DBS) check for the role they are undertaking  
(see <https://www.gov.uk/government/collections/dbs-eligibility-guidance>)
31. The Hirer must abide by their own safeguarding policy if they have one. In any event, the Hirer must as a minimum comply with clauses 1 to 4 above which are safeguarding good practice standards and which must be read alongside and applied together with the URC Good Practice guidance issued from time to time (see below).
32. The Hirer will provide a copy of their insurance and safeguarding policies, and other documents in accordance with URC Good Practice guidance, to the Church Safeguarding Coordinator for information only, to enable the Church Safeguarding Coordinator to verify the existence of such documents. In providing a copy of their safeguarding policy, the Hirer will highlight those areas within the policy which specifically address clauses 3 and 4 above. For the avoidance of doubt, the Church Safeguarding Coordinator in receiving a copy of the Hirer's safeguarding policy or insurance does not warrant to undertake a detailed review of the documents to assess the suitability of the documents, etc, or assume any responsibility for the Hirer's obligations under clauses 1 – 5 above whatsoever. The responsibility for implementing, maintaining and adhering to all legislation and best practice in connection with safeguarding, supervision and safety associated with the Hirer's activities on the church premises lies solely with the Hirer. (See [www.urch.org.uk/safeguarding](http://www.urch.org.uk/safeguarding) for further information. The Good Practice guidance includes a model safeguarding policy, information about contacting statutory agencies, reporting, safer recruitment practices, etc.).

**The Church Safeguarding Coordinator is:** Anne Boyd 07497 087878 [boysadalp@aol.com](mailto:boysadalp@aol.com)

## **Schedule 2: Special Conditions**

1. The hirer agrees to abide by any additional health or safety instructions which may be issued at short notice, in response to circumstance.
2. If working with children or vulnerable adults, the hirer must hold their own, current DBS certificate.
3. The hirer is responsible for ensuring the safety and correct use of any electrical or other equipment brought onto the premises.
4. Storage of any items, equipment etc. must be approved by Heath Church. A small charge may be made for storage.

**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/>**