**Hiring of Church Premises**

Hiring Agreement

**[……………………] Church, [ ]**

Hall Bookings Address:-

Dear …………………………………

Thank you for your recent enquiry. We are pleased to inform you that your application for hiring the Hall or part, as set out below, has been successful.

**Confirmation of Details**

**Application made by**: ………………………………………………………………………………

**Address**: ………………………………………………………………………………………………

**Telephone Number**: …………………………………………………………………………………

**Name of Group/Club/Society that you represent:**

………………………………………………………………………………………………………………………………………

**Date and Time of Application:**

**Date**: ……………………………………………

**Time - From**: ………………… **To:** ……………… (‘**Booking Date**’)

**What is the detailed intended use of the Hall/room**?

……………………………………………………………………………………………………………………………………………

(the ‘**Use Allowed**’)

**Will the following be required**? (complete as applicable)

|  |  |  |
| --- | --- | --- |
| Hall KitchenCutlery and Crockery |  | Yes/NoYes/No Yes/No |
| Room(s) |  | Yes/No |
| **Hire Charges**: |  |  |
| Hall | £ | per hour |
| Room(s) | £ | per hour |
| Hall & Room(s) | £ | per hour |
|  Kitchen | £ | per hour |

**Total Cost of Booking**:……………………………………………………………………………………..

N.B. [Alcohol may be served (but not sold)/may not be served or sold on the premises.]

If any of the details above are incorrect please let us know as soon as possible. Please read the attached terms and conditions and then sign and return the contract as acceptance of the booking along with full payment for the booking plus the deposit. The deposit will be held and returned if appropriate, on the terms of this agreement.

Yours

Bookings Secretary

**PLEASE ENSURE THAT YOU READ THIS DOCUMENT CAREFULLY BEFORE MAKING A BOOKING.**

**[……………………………] Church Hall**

# TERMS AND CONDITIONS OF USE

1. **The User**

In these Terms and Conditions the term "the user" shall include the person signing or lodging the application and any person or organisation on whose behalf the application is made, all of whom shall be jointly and severally liable.

# Deposit

The user must pay a minimum deposit of £[X] at the time of booking. Payment of an agreed deposit by regular users also applies.

The depositshall be held by andbe the property of the PCC as security for the user’s performance and observance of the provisions of this agreement and in particular the payment of the Hire Charges payable under this agreement. Thedepositshall be repaid to the user two (2) weeks after the later of the expiry of this agreement and the user giving vacant possession, less any sums retained by the PCC to pay for any loss occasioned or to be occasioned by the user’s non-performance or observance of the provisions of this agreement.

# Cancellation

The user or the Parochial Church Council (PCC) can cancel the booking in writing on not less than [X] weeks notice before the Booking Date. For regular users [X] month's notice is required by either party. A full refund of all advance deposits and fees will be made in the event of cancellation with full notice.

There will be no deposit returned if cancellation is less than [X] weeks before the Booking Date date.

# Hire Charges

(a) The Hire Charges should be paid to the Bookings Secretary not less than [X] weeks before the date of use.

# All cheques should be made payable to: [the PCC of [X] Church X].

# (b) The Bookings Secretary will supply details of the Hire Charges.

# General Conditions of Use

# 5.1 Use of Hall (the maximum capacity is for [X] people).

1. The PCC has an absolute right to refuse and terminate a booking on any grounds. The user shall not use the Hall other than for the Use Allowed nor allow the Hall to be used for any unlawful purpose or any purpose inimical to the Church of England’s Christian mission.

# All bookings must end at [X] (Monday-Friday). All property of the user and its agents must be removed before the end of the period of authorised use. This means the Hall must be empty at this time. The PCC may sell and retain the proceeds of any property left after the period of authorised use, or store it and charge the user for such storage at the option of the PCC, and the user will pay such charges to the PCC on demand.

1. [There will be no party bookings taken for Saturday evenings. Any Saturday daytime bookings must end by [X]pm.]
2. Sunday bookings can only be in connection with church activities and such bookings must end by [X]pm.
3. The user is responsible for the proper conduct of everyone using the Hall during the period of use and shall do their best to prevent anyone causing an annoyance or inconvenience to other persons. In particular, the user must keep noise to a reasonable level, having regard for any surrounding residents. Parties with discos or live music groups should keep the main doors closed for this reason. The PCC or its authorised representatives may stop any meeting, entertainment or function, which is not properly and considerately conducted.
4. The user is responsible for the proper conduct of children attending their function and shall do their best to prevent any child causing an annoyance or inconvenience to other persons. In particular, the user must keep noise made by children to a reasonable level [and prevent the use of the area at the front of the Hall].

# Children must not be allowed in the Kitchen for safety reasons.

1. The Hall may not be used for the sale of alcohol.
2. The user must ensure that the terms of every law and statute authorising or regulating how the Hall is used are complied with and that any work to the Hall which any authority acting under any statute requires is done and that any licence or registration which is required or which the PCC requires is obtained renewed and continued including (but not by way of limitation):
	1. compliance with statutes governing the preparation serving or selling of

 food

* 1. compliance with statutes governing the sale and consumption of

 intoxicating liquor

* 1. compliance with statutes governing persons working with or caring for children and vulnerable adults (including their engagement supervision and training), including but not limited to the Protection of Children Act 1999, the Children Act 1989, the Care Act 2014, the Safeguarding and Vulnerable Group Act 2006 (as amended by the Protection of Freedoms Act 2012) and any other relevant legislation together with any conditions required by Social Services
	2. obtaining any requisite licence for music entertainment dancing concerts or

stage performances. In this regard the user will not undertake or permit to take place any licensable activity (sale of alcohol, the provision of regulated entertainment or late night refreshment) on the premises without first having applied for (at least 14 days prior to the event) and obtained a temporary event notice pursuant to the Licensing Act 2003. The user will not apply for a temporary event notice without the prior written approval of the PCC. The user will supply the PCC with a copy of any temporary event notice issued, as soon as possible and in any case before the event. The user will comply with the terms of any temporary event notice and also with the terms of the Licensing Act 2003.

* 1. compliance with the conditions of such requisite licences

 AND the user shall keep the PCC fully indemnified against all losses, costs and demands made against or suffered or incurred by the PCC arising out of all such matters. If the Hall has a Premises Licence, then it shall only be used between the hours and for the purposes set out in that licence. If the PCC has given written permission in advance, the user may apply for an appropriate Temporary Event Licence to the appropriate Council Licensing Department for an additional use or for a period outside these hours. Users must provide a copy of any such Temporary Event Licence to the PCC immediately and ensure that its requirements are complied with.

1. All advertisements and publicity for functions held in the Hall must clearly display the name of the person or organisation holding them.
2. No nails, screws, bolts etc., may be driven into the walls and fixtures of the Hall; and no equipment, furniture or any structures or decorative lighting, posters, placards or notices may be taken into the Hall, or placed or displayed outside it or used there without the previous written consent of the PCC, or its sub-committee responsible for the Hall.
3. The user is responsible for all damage done to the Hall and any Fixtures and Fittings and Furniture and any other articles in it during the period of use, whoever may have caused the damage. All damage and breakages must be entered in the damage book.
4. The User agrees to pay all such rates, taxes, assessments, utilities and other liabilities as may be imposed upon the PCC or otherwise solely as a result of the User’s use or occupation. If rates, taxes, charges, assessments, utilities or other liabilities are imposed upon the PCC or otherwise which are higher than they would otherwise have been but for the User’s use or occupation, then the User shall pay all such additional sums
5. The Hall must be cleaned and all crockery washed up and put away; and all tables and chairs and other furniture returned to where they are normally stored before the end of the period of use.

# Please note that it is the responsibility of the user to remove all rubbish from the Hall, including the surrounding area. If the user fails to observe these conditions the PCC may perform it on behalf of the user and recover the cost from (or when any work is carried out by an employee of the PCC may make a charge to) the user.

1. The benefit of a booking is personal to the user only and may not be assigned or transferred (in whole or in part) and the Hall or any part of it may not be used by any person other than the user.
2. The PCC does not warrant that the Hall is fit either legally or physically for the suggested use.
3. The user must ensure that the Equality Act 2010 and any other relevant legislation is observed and complied with.
4. The user must ensure that there is a minimum of [X] competent attendants on duty at the Hall during the event, none of whom shall be less than 18 years of age.
5. The user must comply with all conditions and regulations made in respect of the premises by the Fire Authority and Local Authority in connection with the event.
6. Highly flammable substances are not to be brought into or used in any part of the Hall nor are internal decorations of a combustible nature (e.g. polystyrene, cotton wool etc.) to be erected without the consent of the PCC. If electrical appliances are brought to the Hall by the user then the user must ensure that these items are safe and in good working order and used in a safe way.
7. If food is to be prepared, served or sold then the user must observe all relevant food health and hygiene legislation regulations.

# Use of the [X] Room(s) (maximum capacity [X] people)

* + 1. All General Conditions apply.
		2. Further hiring charges are due for the use of the [X] Room(s).
		3. Unless the use of the [X] Room(s) is requested on the application form it will be unavailable during the period of the booking.

# Safeguarding

The User 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 you carry full liability insurance for this. In particular, this means that the User:

1. will comply with the church Safeguarding Policy or the House of Bishops Safeguarding Guidance which can be found at: INSERT LINK TO CHURCH WEBSITE FOR LOCAL POLICY OR [Policy and practice guidance | The Church of England](https://www.churchofengland.org/safeguarding/policy-and-practice-guidance)
2. if applicable will provide the church with a copy of your organisation’s Safeguarding Policy/ies or if you do not have one adopt the current parish policy or the House of Bishops Safeguarding Guidance [Policy and practice guidance | The Church of England](https://www.churchofengland.org/safeguarding/policy-and-practice-guidance);
3. If applicable, will safely recruit 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 in accordance with your own organisation’s guidance;
4. If applicable, will keep a list of the names of all paid and voluntary workers with regular and direct contact with children/vulnerable adult, and update it annually;
5. will always have at least two responsible persons over the age of 18 years (who may be leaders or chaperones) in any group of children and young people, no matter how small the group;
6. no person under the age of 18 years will be left in charge of any children or young people of any age;
7. no child or group of children or young people will be left unattended at any time;
8. will ensure a register of children, young people or adults attending the activity will be kept securely. This will include details of their name, contact details of parent/guardian/carer etc., date of birth and next of kin;
9. will immediately (within 24 hours) inform the Parish Safeguarding Officer (PSO) of: the occurrence of any incidents or allegations of abuse or causes of concern relating to members or leaders of your organisation if appropriate, or attendees to the event, and contact details for you or the person in your organisation who is dealing with it.
10. If applicable, manage any known offenders against children or vulnerable adults seeking to join the User’s membership and manage such allegations or agreements with offenders in co-operation with statutory agencies, and with the church.
11. The Parish Safeguarding Officer is [X] and can be contacted on [X].
12. The User will supply to the parish the name and contact details of their Safeguarding Lead with an organisation or, the event organiser.
13. If the Users’ activities/service is required to register with Ofsted they will provide evidence of the registration

The User understands that their booking agreement will be terminated in the event of their failing to comply with these procedures.

# Insurance

The Hall/Room(s) are fully covered for any claims due to negligence on the PCC's part. However, the user must take out its own insurance, to cover any other claims which may arise in relation to its use of the Hall/Room(s).

# Disclaimer

The PCC, its agents and servants shall not be liable to the user or to any person using or entering the Hall/Room(s) for personal injury or for damage to, loss or theft of any property brought into the Hall/Room(s), however it may be caused, unless caused by negligence on the part of the PCC. The user shall indemnify the PCC, its officers, agents and servants against all claims made by, and liability to, any person in respect of such injury, damage, loss or theft.

# Parking

* 1. **ALL** vehicles are parked at the owner's risk. The PCC are under no liability to insure against loss, theft or damage to vehicles.
	2. Users and those authorised by them may use [X] for parking, if available.
	3. The Emergency accesses must not be obstructed at any time and must be kept free for emergency services.

# Fire and Emergencies

* 1. The user is responsible for calling the Fire Brigade to any outbreak of fire however slight and for reporting this immediately to the Emergency telephone number below.
	2. The user must ensure that all exits, emergency exits and fire appliances are free from obstruction and available for use at all times during the period of use.

# There is a public telephone [X].

1. **Emergencies and Enquiries**

Please ring [X].

# Rights of Access of PCC

The members of the PCC and any persons authorised by them shall have the right to enter any part of the Hall/Room(s) at all times during the period of use and the user shall not have exclusive use of the Hall.

**Miscellaneous**

1. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
2. Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be delivered by hand or by pre-paid post at its last known principle place for correspondence.
3. This agreement does not give rise to a partnership nor to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
4. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England; and the courts of England shall have jurisdiction to settle any dispute or claim arising out of it.
5. The parties agree that any personal data gathered as a result of this agreement will be processed lawfully in accordance with the principles and requirements (as applicable) of the General Data Protection Regulation and the Data Protection Act 2018.
6. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from force majeure events, circumstances or causes beyond its reasonable control.
7. The liability of the Parish Priest and PCC under this agreement is limited to the amount of the Hire Charges paid at the date of any claim less the amount of any prior claim and costs incidental to such claim.

# Additional terms and conditions to be taken into account (if any) are detailed below:

**Appendix 1**

**SAFEGUARDING POLICY: PROMOTING A SAFER CHURCH**

In accordance with the Church of England Safeguarding Policy our church is committed to:

* Promoting a safer environment and culture.
* Safely recruiting and supporting all those with any responsibility related to children, young people and vulnerable adults within the church.
* Responding promptly to every safeguarding concern or allegation.
* Caring pastorally for victims/survivors of abuse and other affected persons.
* Caring pastorally for those who are the subject of concerns or allegations of abuse and other affected persons.
* Responding to those that may pose a present risk to others.

The Parish will:

* + Create a safe and caring place for all.
	+ Have a named Parish Safeguarding Officer (PSO) to work with the incumbent and the PCC to implement policy and procedures.
	+ Safely recruit, train and support all those with any responsibility for children, young people and adults to have the confidence and skills to recognise and respond to abuse.
	+ Ensure that there is appropriate insurance cover for all activities involving children and adults undertaken in the name of the parish.
	+ Display in church premises and on the Parish website the details of who to contact if there are safeguarding concerns or support needs.
	+ Listen to and take seriously all those who disclose abuse.
	+ Take steps to protect children and adults when a safeguarding concern of any kind arises, following House of Bishops guidance, including notifying the Diocesan Safeguarding Adviser (DSA) and statutory agencies immediately. The DSA contact details can be found at: [Diocese of Rochester | Safeguarding (anglican.org)](https://www.rochester.anglican.org/resources/safeguarding/)
	+ Offer support to victims/survivors of abuse regardless of the type of abuse, when or where it occurred.
	+ Care for and monitor any member of the church community who may pose a risk to children and adults whilst maintaining appropriate confidentiality and the safety of all parties.
	+ Ensure that health and safety policy, procedures and risk assessments are in place and that these are reviewed annually.
	+ Review the implementation of the Safeguarding Policy, Procedures and Practices at least annually.

[x] Church, [x]

Hall Booking **Contract**

Booking to commence on: …………………………………………………………………………

I/We have read the terms and conditions, including extended terms and conditions, for the use of the Hall/Room(s) and agree to abide by them.

Signature of user: ……………………………………… Date: ……………………………………………

Please print name: …………………………………………………………………………………

On behalf of (Organisation): ………………………………………………………………………

Please return with a deposit of £X (X pounds only).

Cheques to be made payable to: **PCC of [X].**

WHERE the user intends to apply for a Temporary Event Notice under Clause 5.1(i)(iv), such application is/is not approved:

………………………………………………………………………………… for and on behalf of the PCC

# When completed please return to:

The Bookings Secretary Address: ………………………………………………………………………………………

Date of issue: September 2022