**Hiring of Church Premises**

Hiring Agreement

**HIRING AGREEMENT**

**FOR [X] CHURCH, [X] CHURCH HALL**

DATED PARTICULARS

1. **The Parish Priest** Being the incumbent or priest-in-charge of the Parish of

[X] in the County of Kent/Borough of [X] and Diocese of Rochester

AND

1. **The PCC** Being the Parochial Church Council of the Parish of [X]

in the County of Kent/Borough of [X] and Diocese of Rochester

HIRES AND ALLOWS ACCESS TO

1. **The Hirer** [*name of hirer*]

TO THE PROPERTY KNOWN AS

1. **The Church Hall** being [X] Church Hall adjoined to the church of [X]

in the County of Kent/Borough of [X] and Diocese of Rochester, including the [*outdoor playground, kitchen and office space*]

1. **Hire Period** Starting from the [*date*] – [*time e.g.* *8:30am to 4:40pm*]

[Monday to *e.g. Wednesday*] and [e.g. *8:30am to 4:40pm*] on [e.g., *Fridays*] and ending on [*date*]

FOR

1. **Use Allowed** The provision of [*use e.g.* *pre-school education and care for*

*children*]

PAYING TO THE PCC

1. **The Hiring Fee** As from [*date*], **£[X] per hour**, which, based on [*e.g.* *476*]

hours’ hire for the Hire Period, equates to £[X], and as further reviewed under this agreement, as applicable

1. **Faculty** A permission to use or undertake works to a church building

or its contents

1. **Deposit £**[X] being paid to the PCC in accordance with clauses 1, 67

and 68.

This agreement is granted on the terms appearing on the following pages

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

SIGNED for and on behalf of the Hirer …………………………………………………………………………………

## Hirer’s Obligations

**Payments**

1. The Hirer agrees to pay to the PCC in cleared funds the Deposit on the date of this agreement and the Hiring Fee monthly in advance without deduction or set off and further agrees to pay the PCC the following sums on demand:
* Any fee payable for a Petition for a Faculty necessary for the Use Allowed
* All sums incurred by the PCC in remedying any damage (other than those paid in accordance with (SECTION ON INDEMNITY AND INSURANCE) caused to the Church Hall and Facilities during the Hire Period by the Hirer including, but not limited to:
	+ Petition fees
	+ Architect’s and other professionals’ fees
* Such further amounts as may be demanded in accordance with the termination of this agreement and the end of the Hire Period
* Interest at the Law Society’s interest rate on any payment due from the Hirer under this agreement when more than 14 days overdue, to be calculated from its due date
* The Hirer agrees to pay all such rates, taxes, utilities charges, assessments and other liabilities as may be imposed upon the PCC or otherwise as a result of the Hirer’s use or occupation and shall indemnify the PCC in respect of the same. If rates, taxes, charges, assessments, cost of utilities or other liabilities are imposed upon the PCC or otherwise which are higher than they would otherwise have been but for the Hirer’s use or occupation, then the Hirer shall pay all such additional sums

## Physical Condition

1. The Hirer shall ensure that the Church Hall and Facilities are not damaged or defaced during the Hire Period and must immediately report to the PCC any damage caused during the Hire Period to the Church Hall and Facilities, or any part of them; the use of sand either inside or in the external playground is specifically prohibited
2. The Hirer will not make any modification to the building and/or facilities without the prior written consent of the PCC and, if necessary with permission by appropriate Faculty
3. The Hirer will not modify or install any type of locking device or restrict access to any part of the Church Hall and surrounding area without the prior written consent of the PCC and appropriate entry in the Parish Key Register, which is maintained by the Churchwardens
4. The Hirer shall be responsible for leaving the Church Hall and surrounding area in good repair and in a clean and tidy condition, properly locked and secured unless directed otherwise by the PCC and any contents temporarily removed from their usual positions properly replaced, otherwise the PCC shall be at liberty to make an additional charge for dealing with these things
5. In the event of need for any emergency repair or service, the PCC will only be financially liable for repairs carried out by contractors that have been pre-agreed with the PCC
6. The Hirer shall pay to the PCC on demand the cost of any repair of any damage done to the Church Hall and Facilities during the Hire Period

## Use of the Church Hall and Facilities

1. The Hirer shall not use the Church Hall and Facilities other than for the Use Allowed nor allow the Church Hall and Facilities to be used for any unlawful purpose or purpose inimical to the Church of England of the Parish’s mission nor in any unlawful way nor do anything or bring into the Church Hall and Facilities anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without the prior written permission from the PCC and any other licences required by law
2. The benefit of this agreement is personal to the Hirer only and may not be assigned, transferred, mortgaged, charged, subcontracted, delegated or passed to any third party

## Supervision

1. The Hirer agrees with the Parish Priest and the PCC to be present during the Hire Period and will, during the Hire Period, be responsible for: (i) supervision of the Church Hall, the fabric and the contents; (ii) the care, safety and protection from damage however slight of the Church Hall, the fabric and the contents; (iii) prevention of change of any sort and the behaviour of all persons using the Church Hall whatever their capacity; and (iv) proper supervision of car parking arrangements so as to avoid obstruction of the highway.

## Licenses and compliance with statute

1. The Hirer shall be responsible for obtaining such licenses and consents as may be necessary to permit the Use Allowed
2. The Hirer shall comply with all applicable laws and legislation affecting the Church Hall, its use and occupation and the health and safety of persons working at or visiting the Church Hall and shall ensure that the terms of every law and statute authorising or regulating how the Church Hall is used are complied with and that any work to the Church 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): (a) compliance with statutes governing the preparation serving or selling of food; (b) compliance with statutes governing the sale and consumption of intoxicating liquor; (c) compliance with statutes governing persons working with or caring for children (including their engagement, supervision and training); (d) obtaining any requisite licence for music, entertainment, dancing, concerts or stage performances; and (e) compliance with the conditions of such requisite licences AND the Hirer shall keep the PCC fully indemnified against all losses and demands made against or suffered or incurred by the PCC arising out of all such matters

## Licensing Act 2003

1. The Hirer shall 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
2. The Hirer shall not apply for a temporary event notice pursuant to the Licensing Act 2003 without the prior written approval of the PCC
3. The Hirer shall supply the PCC with a copy of any temporary event notice issued, as soon as possible and in any case before the event
4. The Hirer shall comply with the terms of any temporary event notice and also with the terms of the Licensing Act 2003

## Public Safety Compliance

1. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates’ Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays

## Health and Hygiene

1. The Hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations

## Electrical Appliance Safety

1. The Hirer shall ensure that any electrical appliances brought by the Hirer to the Church Hall and used there shall be safe and in good working order, and used in a safe manner with a residual current device and tested annually

## Indemnity and insurance

1. The Hirer shall indemnify the Parish Priest and the PCC for any loss, cost or claims arising out of any breach or non-performance of the Hirer’s obligations in this agreement and for the cost of repair of any damage done to any part of the Church Hall including the curtilage thereof or the contents of the buildings which may occur before, during and after the Hire Period as a result of the hiring
2. The Hirer shall insure against all public liability and third party claims which may lie against him or her (or the organisation if acting as a representative, its staff and employees) whilst using the Church Hall and shall provide evidence of such insurance to the PCC within 7 days of demand
3. The PCC shall ensure that it has the appropriate level of buildings and other insurance necessary as a result of this Agreement.

## Accidents and Dangerous Occurrences

1. The Hirer must report to the PCC all accidents involving injury to the public as soon as possible. Any failure of equipment (either belonging to the PCC or brought in by the Hirer) must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The PCC Secretary will give assistance in completing this form at the request of the Hirer. This is in accordance with The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013

## Animals

1. The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Church Hall, other than for a special event agreed to in advance by the PCC in writing and no animals whatsoever are to enter the kitchen at any time

## Safeguarding

1. 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 they carry full liability insurance for this. In particular, this means that the Hirer:
* 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)
* will provide the church with a copy of their organisation’s Safeguarding Policy/ies or if they 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)
* 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
* 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
* 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
* no person under the age of 18 years will be left in charge of any children or young people of any age
* no child or group of children or young people will be left unattended at any time
* 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
* 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, and contact details for the person in your organisation who is dealing with it
* Manage any known offenders against children or vulnerable adults seeking to join the Hirer’s membership and manage such allegations or agreements with offenders in co-operation with statutory agencies, and with the church
* The Parish Safeguarding Officer is [X] and can be contacted on [X]
* The Hirer will supply to the parish the name and contact details of their Safeguarding Lead
* If the Hirer’s activities/service is required to register with Ofsted they will provide evidence of the registration
1. The Hirer understands that their booking agreement will be terminated in the event of my failing to comply with these procedures.

## Fly Posting

1. The Hirer shall not carry out or permit fly posting or any other form of unauthorized advertisements for any event taking place at the Church Hall. Failure to observe this condition may lead to prosecution by the local authority.
2. Any advertisements used by the Hirer regarding their use of the Church Hall shall only be permitted with the prior agreement in writing of the Parish Priest and PCC.

## Sale of Goods

1. The sale of goods at the Church Hall shall only be permitted at the discretion of and with the prior agreement in writing of the Parish Priest and PCC; and, if so permitted, the Hirer shall, if selling goods in the Church Hall, comply with fair trading laws and any current code of practice used in connection with such sales.

## End of Hire and Booking cancellation

1. The Hirer shall vacate the Church Hall at the end of the Hire Period and shall leave the Church Hall in a state and condition consistent with the terms of this agreement. If the Hirer wishes to cancel the booking during the Hire Period in accordance with clause 41 below, and the PCC is unable to conclude a replacement booking in time, the question of the payment or the repayment of the Hiring Fee (or a proportion thereof) shall be at the sole discretion of the PCC.
2. Either party (the PCC/the Hirer) has an absolute right to terminate this Hiring Agreement at any time for any reason upon giving not less than 30 days’ prior notice in writing to the other party; and at the expiry of such notice this agreement shall terminate and the parties shall have no further obligations to one another save in respect of any outstanding prior breach.

## Noise

1. The Hirer shall ensure at all times during the Hire Period that noise is kept to a minimum by those using the premises and in particular on arrival at and departure from the Church Hall.

## Discrimination

1. The Hirer shall ensure that the Equality Act 2010 and any other relevant legislation is observed and complied with.

## Miscellaneous Provisions

## Unfit for Use

1. If the Church Hall or any part thereof is rendered unfit for the Use Allowed (or if such use would be in breach of any statutory, planning or other restriction), the PCC shall not be liable to the Hirer for any resulting loss or damage whatsoever.

## Refusal of Booking

1. The Parish Priest and the PCC reserve an absolute right to refuse a booking of the Church Hall for any reason in their absolute discretion.

## Warranty of Suitability

1. The Parish Priest and the PCC give no warranty that the Church Hall is legally or physically fit for the Use Allowed.

## Means of Escape

1. All means of exit from the Church Hall must be kept free from obstruction and immediately available for instant free public exit.
2. The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the Church Hall is occupied (if not operated by an automatic mains failure switching device).

## Outbreaks of Fire

1. The Fire Brigade must be called to any outbreak of fire, however slight, and details thereof must be given to the secretary of the PCC by the Hirer.

## Dangerous Performances

1. Performances involving danger to the public must not be given.

## Explosives and Flammable Substances

1. Highly flammable substances shall not be brought into, or used in any portion of the Church Hall.
2. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool etc) shall be erected without the prior consent of the PCC.

## Heating

1. No unauthorised heating appliances shall be used in the Church Hall without the prior consent of the PCC.
2. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## Approval of Use Allowed

1. The Church and Church Hall are primarily used in connection with Christian worship and should be respected as such. Prior to occupation of the Church Hall the Hirer shall let the Parish Priest and the PCC know what exactly the details for the Use Allowed are going to be, including details of any proposed curriculum, if applicable.
2. The Parish Priest and the PCC reserve the right to refuse occupation of the Church Hall if the detailed proposed Use Allowed would be contrary to the beliefs of the Church of England or would be unsuitable as determined (in their absolute discretion) by the Parish Priest and the PCC.
3. If it comes to the Parish Priest and the PCC’s attention during the Hiring Period that the detailed Use Allowed is contrary to the beliefs of the Church of England or otherwise unsuitable as determined in clause 56 then the Parish Priest and the PCC can bring the Hiring Period to an end immediately on written notice.

## No Exclusive Use

1. The Hirer does not have exclusive possession of all or any part of the Church Hall and the PCC reserves to itself the right to use the Church Hall (or part of it) whenever it wishes.

## Review of the Hiring Fee

1. In this clause 59:

**Index** means the Index of Retail Prices published by the Office for National Statistics or any successor ministry or department

**RPI Base Figure** means the figure as at the [*date*] [*year*] shown in the Index

**RPI Index Figure** means the figure shown in the Index for the month immediately preceding the relevant date from which any review or increase is to apply

1. On the [*date*] in each year that this agreement is in force, the Hiring Fee shall be reviewed to the greater of the Hiring Fee applicable for the immediately preceding year or the Hiring Fee calculated below:

C x 

Where

C = The Hiring Fee for in the first year of the Hiring Period

A = RPI Index Figure

And

B = RPI Base Figure

## If the Index ceases to exist then the parties will agree upon an alternative index for determining the Hiring Fee, being as similar as possible to the Index, and then the substituted index will be used in place of the Index for the purpose of assessing the Hiring Fee under this clause.

## If there is a dispute between the parties by reason of failure to agree upon:

* + 1. any change in the methods used to complete or compile the Index;
		2. an alternative method of assessing the Hiring Fee because the Index ceases to exist;
		3. the amount of the Hiring Fee; or
		4. the construction or effect of this clause,

then such dispute will be determined by an arbitrator in accordance with the Arbitration Act 1996 and such arbitrator will have full power to determine on such dates as he deems appropriate what would have been the increase in the Index had it continued on the basis and given the information assumed to be available for the operation of this clause.

## Miscellaneous

## No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## 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.

## 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.

## 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.

## 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.

## 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.

## The liability of the Parish Priest and PCC under this agreement is limited to the amount of the Hiring Fee paid at the date of any claim less the amount of any prior claim and costs incidental to such claim.

## The Deposit

## The deposit shall be held by and be the property of the PCC as security for the Hirer’s performance and observance of the provisions of this agreement and in particular the payment of the Hire Fee payable under this agreement.

## The deposit shall be repaid to the Hirer two (2) months after the later of the expiry of this agreement and the Hirer giving vacant possession, less any sums retained by the PCC to pay for any loss occasioned or to be occasioned by the Hirer’s non-performance or observance of the provisions of this agreement.

## Public Licences (if applicable)

## The number of people in the Church Hall shall not exceed the number permitted under any relevant licence.

## The Hirer hereby accepts responsibility for being in charge of the Church Hall at all times when the public are present and for ensuring that all conditions of any licence relating to the management and supervision of the Church Hall are met.

## The Hirer acknowledges that it has received instruction in the following matters:

## The action to be taken in the event of fire. This includes calling the fire brigade and evacuating the Church Hall:

## The location and use of fire equipment;

## Escape routes and the need to keep them clear; and

## Method of operation of escape doors and their fastenings (if any).

## In advance of each use of the Church Hall, the Hirer shall check the following:

## That all fire exits are unlocked and panic bolts are in good working order;

## That all escape routes are free of obstruction and can be safely used;

## That any fire doors are not wedged open and that the exit signs are illuminated; and

## That there are no obvious fire hazards in the Church Hall.

## There shall be at least the minimum number of competent attendants on duty at the Church Hall to assist people entering and leaving, none of whom shall be less than 18 years of age.

## All persons on duty shall have been instructed by the Hirer as to their essential responsibilities in the event of fire and other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the fire brigade and evacuation procedure.

## Appendix 1

**Contacting the Parish Priest and PCC**

In circumstances where an urgent response is required, please phone or text:

|  |  |
| --- | --- |
|  |  |
| Church Warden: [*name*] | [*mobile number*] |
| Church Warden: [*name*] | [*mobile number*] |
| Priest: [*name*] | [*mobile number*] |

To inform the PCC of issues arising from the conditions of hire, please write to the PCC Secretary [*name and address*].

## Appendix 2

**List of Approved contractors**

Hall Heaters [*name and phone number*]

Electrics [*name and phone number*]

Plumber [*name and phone number*]

**Appendix 3**

**APPLICATION FOR USE OF CHURCH PREMISES SUPPLEMENTARY AGREEMENT FOR GROUPS WORKING WITH CHILDREN, YOUNG PEOPLE OR VULNERABLE ADULTS**

The Parochial Church Council has a Policy for Safeguarding Children, Young People and Vulnerable Adults. This can be found at: INSERT LINK TO CHURCH WEBSITE FOR LOCAL POLICY and is attached below. Your booking agreement is conditional upon you complying with it even if you already have an equivalent policy of your own.

You are 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 you:

* 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)
* 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);
* 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.;
* 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;
* 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;
* no person under the age of 18 years will be left in charge of any children or young people of any age;
* no child or group of children or young people will be left unattended at any time;
* 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;
* 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, and contact details for the person in your organisation who is dealing with it.
* Manage any known offenders against children or vulnerable adults seeking to join the Hirer’s membership and manage such allegations or agreements with offenders in co-operation with statutory agencies, and with the church.
* The Parish Safeguarding Officer is…….and can be contacted on: ……..
* supply to the parish the name and contact details of their Safeguarding Lead
* If your activities/service is required to register with Ofsted you will provide evidence of the registration

You understand that your booking agreement will be terminated in the event of my failing to comply with these procedures.

Signed:

Role:

Organisation/Name:

Date:

**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.

Date of Issue: September 2022