

**Nuneaton United Reformed Church**

**Conditions of Hiring Church Premises**

1. **Conditions**
   1. “The Church” means Nuneaton United Reformed Church,
   2. “The Conditions” are the conditions for hiring some or all of Nuneaton United Reformed Church premises
   3. “The Application” means the accepted application to hire premises
   4. 'The Elders’ means the Minister and Elders from time to time of Nuneaton United Reformed Church or their agent.”
   5. “The Hirer” means the person signing 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.
   6. “The Premises” means the areas, spaces, facilities and equipment more particularly defined and agreed in the Application and the access provision thereto.
   7. “Rules and Regulations” means any rules made by the Elders from time to time for the use of the Premises, including any shared areas or facilities.
   8. Any amendments to the terms of the Conditions shall be invalid unless it is in writing signed by the Elders and the Hirers.
2. **Payments**
   1. The Hirer shall make all payments to the Elders in the manner and on the due dates agreed in the Application
   2. A non refundable deposit is payable at the time of booking
   3. The Elders reserve the right to review and increase the Hire Charge(s) and Deposit payable pursuant to the Application
   4. The Elders will repay any Key Deposit to the Hirer on return of the keys
3. **Use of Premises**
   1. 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 time(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 Elders and the Hirer or any other rights of occupation are created.
   2. 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.
   3. Where keys are issued to the Hirer, the Hirer acknowledges that the keys remain the property of the Elders; are for the nominated keyholders only; are not copied or passed to any other person. Keys cannot be issued to anyone who has been convicted or cautioned concerning abuse of children, young people or adults at risk.
   4. The Hirer acknowledges that the Elders give no warranty that the Premises are legally or physically fit for the hire
   5. The Hirer acknowledges that all persons using the Premises or bringing belongings onto the Premises do so entirely at their own risk.
   6. 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.
   7. The Hirer acknowledges that there is no parking provision on site except to the extent agreed in advance and in writing by the Elders. (see application form)
   8. The Elders reserve the right to enter the Premises and remain on the Premises during the hire at any time. The Elders 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 Elders or other hirers, or which may infringe any of the Conditions, or which might compromise the ministry and mission of the United Reformed Church. The Elders reserve the right to rearrange any hire if the Premises are needed for a religious ceremony.
   9. Other than communal or access areas, Hirers must only use the facilities that they have specifically booked.
4. **Compliance with rules and regulations**
   1. The Hirer must comply with all Rules and Regulations where they have been provided to the Hirer either in writing or by email.
   2. If the kitchen is used, Hirers must provide their own towels, tea towels, aprons, washing up liquid/ sanitising fluid and antibacterial surface cleaner
   3. Food may not be served to the general public from this kitchen
   4. All rubbish must be removed when vacating the premises and all surfaces left in a clean and tidy state
   5. The Hirer is responsible for complying with all laws (both common and statutory) 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 Elders) 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.
   6. The Hirer acknowledges that to comply with current legislation, smoking, vaping and the sale of alcoholic beverages are not permitted on any part of the Premises.
   7. 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 Elders
   8. The Hirers must not bring into the Premises any contaminative or hazardous substances, or anything of an especially combustible, inflammable or explosive nature.
   9. 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 Elders, but may appropriately signpost their location during the period of a hire session.
   10. One car parking space **only** is allocated for the event organiser. Participants may drop off and collect goods and passengers prior to and after an event Vehicles must be removed immediately after loading/unloading
   11. The church has a sound system installed in The Church sanctuary This equipment is available for use by prior arrangement with the Elders.
5. **Safeguarding**
   1. 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.
   2. 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.
   3. 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.
   4. The Hirer must provide a copy of the Hirer’s Safeguarding Policy and comply with that policy except where in conflict with the Church Safeguarding Policy where the Church Safeguarding Policy will take precedence. Where the Hirer has no policy, the Hirer must comply with the requirements of the Church policy on every detail.
6. **Public Safety**
   1. The Hirer is responsible for the health, safety and welfare of all persons entering/using the Premises and its grounds in connection with the Permitted Use (whether formally invited or not) during the Hire period.
   2. The Hirer must abide by the Church’s Evacuation and Fire Emergency Plan.
   3. The Hirer must not obstruct any means of exit from the Premises.
   4. The Hirer must observe all relevant food health and hygiene legislation.
   5. The Hirer must ensure that any electrical appliances brought onto the Premises are safe, in good working order, are PAT certified and used in a safe manner.
   6. All accidents involving injury to members of the public must be recorded in the accident book and notified to the Elders as soon as possible.

7 **Repair, damage, insurance and indemnity**

7.1 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 Elders) arising out of the hire, or while persons are entering or leaving the Premises pursuant to the hire, howsoever and by whomsoever caused.

7.2 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.

7.3 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.**

7.4 The Hirer must report any matters of potential interest to the Elders, 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 the Premises.

7.5 The Hirer shall indemnify the Elders from and against any loss, damage or theft of any property, or any other demands, actions, proceedings, losses, damages, costs, expenses, claims and liability for 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.

7.6 The Hirer acknowledges that the Elders’ Public Liability Insurance does not extend to external hiring’s, that the Hirer is strongly advised to arrange their own Public Liability Insurance, and that the Elders reserve the right to insist that such insurance is arranged and a copy provided.

7.7 The Elders 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.

8 **End of each hire session**

8.1 The Hirer must fully vacate the Premises by the time agreed in the Application.

8.2 Any property, including consumable(s), 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 Elders shall not be responsible for any property left behind in any event.

8.3 The Hirer must not store any property on the Premises, except to the extent agreed in advance and in writing by the Elders. 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 Elders reserve the right to relocate stored goods at any time and for any reason.

8.4 The Hirer must at the end of each hire session return any borrowed or hired items, equipment and furniture to their original location.

8.5 The Hirer must at the end of each hire session ensure that the premises are left in a clean and orderly state. Failure to clean the Premises and remove all rubbish arising from the hire may result in additional charge for cleaning.

8.6 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 external doors and windows and ensuring, by checking all rooms, including the toilets that there is no-one on the Premises)

9 **Termination of hiring agreement**

9.1 The Elders reserve the right to cancel any hire in the event of emergencies and to cancel the hire immediately at any time in the event of any material breach of the Conditions.

9.2 The Hirer must give two week’s notice in writing to the Elders of any cancellation of the hire, otherwise the applicable Hire Charge(s) will be payable

9.3 The hiring agreement terminates on the specified End Date unless terminated earlier.

9.4The Hirer must return any keys to the Premises which have been issued at the earliest opportunity following the end of the hiring agreement. A written receipt for the keys must be obtained.