

CHURCH: St Martin of Tours, Eynsford

AGREEMENT BETWEEN St Botolph's CHURCH ("the Church") and ("the Hirer") FOR HIRE OF the Church One-off booking

Main Terms and Conditions

1. PERIOD OF AGREEMENT

1.1 This agreement to hire the Church shall run from: date and time [] until [].

2. HIRE CHARGE

2.1 The Hire Charge shall be £ per hour. The total cost is £ . The whole charge is payable upon booking. No refund will be given.

3. LIABILITIES

3.1 Whilst the Church shall use its best endeavours to prevent loss or damage to the Hirer's equipment and possessions it cannot be held liable for any such loss and it is expected that the Hirer will have its own insurance for this. The Church shall not be responsible for loss or damage to personal possessions of the Hirer's staff or children.

3.2 The Hirer agrees to indemnify the Church against all costs, claims and liabilities however arising out of the Hirer's use of the Church.

3.3 The Church is fully covered for any claims due to negligence on the PCCs part. However, the user must take out its own insurance to cover any other claims which may arise in relation to its use at the Church.

3.4 The Hirer will ensure that the terms of every statute authorising or regulating how the Church is used are complied with and that any work to the Church 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.

- 3.5 The Hirer 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 Hirer will not apply for a temporary event notice without the prior written approval of the PCC. The Hirer 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 Hirer will comply with the terms of any temporary event notice and also with the terms of the Licensing Act 2003.

4. NOISE AND BEHAVIOUR

- 4.1 The Hirer shall ensure that its activities do not cause noise, other annoyance or nuisance to the nearby neighbours or passers by.
- 4.2 At all times while the Hirer has children on the premises, the Hirer shall have sufficient staff on duty to maintain good order and provide for the safety of the children and in accordance with the requirements of Child Protection legislation.

5. FACILITIES

- 5.1 The Church is responsible for maintaining and keeping the Church, its approaches and its furniture and fittings clean and in good repair and for keeping the Church well lit and adequately heated and for providing hot and cold water, toilet paper, soap and towels and an electricity supply for **any electrical equipment which the Hirer, by prior arrangement with the Church, wishes to use**. It is expected that any deficiencies will be drawn by the Hirer's staff to the booking officer immediately they are noticed.
- 5.2 The Hirer shall ensure that any electrical appliances brought by them to the Church and used there shall be suitable for use, safe and in good working order, and used in a safe manner.
- 5.3 The Hirer shall be responsible for cleaning up any mess or spillage caused as a result of the Hirer's activities and for washing up, drying and putting away any crockery, cutlery or other kitchen equipment or utensils.
- 5.4 The Hirer shall be responsible for tidying away all equipment and furniture by the end of the hire period.

- 5.5 The Hirer shall reimburse the Church for any loss, damage or breakages to the Church, its fixtures, fittings, consumables, furniture or other Church property.
- 5.6 At the end of the period of hire, all sinks and toilets shall be left clean and ready to use by the next hirers.

6. OTHER MATTERS

- 6.1 Details of the Church Hire Rules and Regulations applicable to **all** hirers are attached. Amongst other things they cover safety, fire prevention and action if fire occurs and must therefore be read, understood and followed thoroughly. They are to be considered as part of the main terms and conditions and treated as such.

Signed for the Church:..... Signed for the Hirer:.....

Dated:..... Dated:.....

Where the Hirer intends to apply for a Temporary Event Notice under Clause 4.6, such application is/is not approved:

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for and on behalf of the Church