

CHURCH: St Peter & St Paul's, Farningham

AGREEMENT BETWEEN St Peter & St Paul's CHURCH (“the Church”) and (“the Hirer”) FOR HIRE OF the Church Regular Use

Main Terms and Conditions

1. PERIOD OF AGREEMENT

- 1.1 This agreement to hire the Church shall run from [] until []. Provided that both parties agree by [] the agreement shall be extended until []. If the Church wishes to terminate the agreement on [] it will give notice to the Hirer by []. It will be for the Hirer to request by [] any extension beyond [] which shall be the subject of a new agreement.
- 1.2 At any time, the Hirer may terminate this agreement giving one month's notice.
- 1.3 The Church may terminate this agreement without notice at any time in the event of a major breach (e.g. a non-payment of the hire charge) or repeated minor breaches, of any of the terms of this agreement and the conditions attached. The Church shall decide what shall constitute a major or minor breach. In the event that the agreement is terminated under this paragraph, the Church shall refund to the Hirer hire charges for any unused period of hire except that it may withhold any sums in respect of loss or damage to the Church's property occasioned during a period of hire by the Hirer.
- 1.4 This agreement is an agreement for hire and does not confer on the Hirer any security of tenure whatsoever.

2. HIRE CHARGE

- 2.1 The Hire Charge shall be £ per hour, payable at the rate of £ per month, in advance, on the first of each month in respect of the month commencing on the following 10th of the month. No refund will be made for non-availability (see 3.1b and c, below) or for sessions made available by the Church, but not taken up by the Hirer. Refunds will only be paid under the terms of clause 1.3, above.

- 2.2 The Church may adjust the Hire Charge by no more than a recognised inflation index on or after [] and shall give notice of such change three months before the date when the new change is to come into effect.

3. HIRE PERIODS

- 3.1 The Hire Period shall be

3.1a **During School Term**

[] am/pm on Mondays to Fridays. On days when no other parties are booked to occupy the Church between [] am/pm, the Hirer may continue to use the Church until [] am/pm at no extra charge to the Hirer. On all other days all the Hirer's activities shall cease and all equipment and furniture shall be put away in the places agreed with the Church by [] am/pm. The days during which the Church must be clear by [] am/pm will be advised by the Church to the Hirer but may be changed at 24 hours' notice.

3.1b **During School Holiday Periods**

[] – [] with the same provisos as in paragraph 3.1a. In addition, the Church may also be unavailable during times when certain regular daytime bookings (which do not cease during the school holidays) occur.

- 3.1c Regardless of 3.1a and 3.1b, above, the PCC reserves to itself the right to use the Church whenever it deems necessary. The Church will not be available to the Hirer when required by the Church's Holiday Club or when the Church requires the Church for any other exceptional one-off event. As much notice as possible of non-availability shall be given by the Church to the Hirer. There will be no reduction in hire charge in consequence of such non-availability.

4. LIABILITIES

- 4.1 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.
- 4.2 The Hirer agrees to indemnify the Church against all costs, claims and liabilities however arising out of the Hirer's use of the Church.
- 4.3 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.

4.4 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.

4.5 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.

5. NOISE AND BEHAVIOUR

5.1 The Hirer shall ensure that its activities do not cause noise, other annoyance or nuisance to the nearby neighbours or passers by.

5.2 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.

6. FACILITIES

- 6.1 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 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.
- 6.2 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.
- 6.3 The Hirer shall be responsible for cleaning up any mess or spillage caused as a result of the Hirer's activities.
- 6.4 The Hirer shall be responsible for tidying away all equipment and furniture by the end of the hire period.
- 6.5 The Hirer shall reimburse the Church for any loss, damage or breakages to the Church, its fixtures, fittings, consumables, furniture or other Church property.

7. OTHER MATTERS

- 7.1 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:..... Dated:

Signed for the Hirer..... Dated:

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

.....
for and on behalf of the Church

CHURCH: St Peter & St Paul's, Farningham

CHURCH HIRE RULES AND REGULATIONS

1. RESPONSIBILITIES

- 1.1 For any Church-organised event in the Church the Vicar or a Churchwarden must appoint a person who will be in charge of safety ("person in charge") during the hire or event.
- 1.2 For all other hires, the named hirer is deemed to be the "person in charge" for all matters, including safety unless s/he delegates this to another person.
- 1.3 The person in charge must:
 - make him/herself aware of these Rules & Regulations
 - at the start of the hire period ensure that all doors, bolts and locks etc., likely to be needed in an emergency operate freely and report any defects to the Vicar or a Churchwarden
 - take due care to prevent accidents and do nothing which could cause fire
 - ensure that the fire doors are kept closed and NEVER wedged open
 - report any incident (including accident, injury, illness, near miss, fire smouldering, theft or other crime, damage, loss or other untoward event) to the Vicar or Churchwarden and make an entry in the Incident Book kept in the church office
 - ensure no wax, chalk or other substance is used on the floor or walls or elsewhere without the approval, in writing, of the PCC
 - not allow ball games, except where soft balls are used
 - not allow alcohol to be sold
 - ensure rubbish is removed from the premises completely and disposed of by the person in charge
 - ensure lights and all electrical equipment are used wisely and economically
 - for keyholders: ensure that heaters, lights and all electrical equipment are switched or turned off and all doors locked securely before leaving the Church
 - non-keyholders are asked to ensure that lights and electrical equipment are all switched off before handing back to the caretaker
 - remember that the Church is situated in a residential area and:
 - ensure that the activities carried out in the Church cause no noise nuisance to our neighbours
 - remind people leaving the Church after 10.00pm to do so as quietly as possible
 - ensure the protection of the Church from fire
 - ensuring that the evacuation routes and assembly points remain clear at all times
 - the need to maintain access to all exits throughout the period of hire
 - use of the fire extinguishers
 - how to summon the Fire Brigade

- ensuring that the 'No Smoking' rule is observed at all times

2. GENERAL

- 2.1 The full cost of any damage to, or loss from, the premises during the period of hire shall be met by the hirer.
- 2.2 Where the agreed letting time is exceeded, the hirer will be liable for excess charges.
- 2.3 It is not possible for the Church to be cleaned between every letting so hirers are asked to leave the premises in a clean and tidy condition. A deposit of £20 is payable in advance, which will be returned provided the Church is left clean, tidy and undamaged.
- 2.4 It is not possible for the Church to be cleaned between every letting so hirers are asked to leave the premises in a clean and tidy condition.
- 2.5 Smoking is **not** permitted on the premises.
- 2.6 The premises are **not** licensed for the sale of alcoholic drink.
- 2.7 The premises are **not** licensed for public music or dancing.
- 2.8 Folding tables and/or chairs should be put back in the rack provided after use.

3. IN THE EVENT OF FIRE

- 3.1 The nearest trained person may, if it is safe to do so, attempt to extinguish a fire using the appropriate extinguisher ("silver" or "red" extinguishers must never be used on electrical fires).
- 3.2 Those fighting the fire must ensure a means of escape is always available.
- 3.3 If the fire cannot be extinguished **IMMEDIATELY** the signal for evacuation (see 4.3 below) must be given.
- 3.4 If the fire appears to be getting out of hand no further attempts must be made to extinguish it.

4. EVACUATION OF PREMISES

- 4.1 Those responsible for assisting in emergency evacuation are the person in charge and those appointed by that person as attendants.
- 4.2 The Church must be evacuated in the event of any fire which cannot be extinguished **IMMEDIATELY** or where, for any other reasons (fear of immediate structural collapse) evacuation is considered essential.
- 4.3 The signal for evacuation will be an announcement such as:
“There is an emergency – leave at once by the nearest available exit and assemble outside in the churchyard – please move quietly and quickly.”
- 4.4 On the evacuation signal being given, the following actions and responsibilities will apply:
- The person in charge will direct oversight of the evacuation
 - The attendants will (singly or together, depending on what needs to be done):
 - call the Fire Brigade on a mobile telephone stating: “Fire at St Peter & St Paul's, Farningham, Kent, DA4 0DH
 - assist in encouraging people to leave quickly but without panic via the nearest available exit including the designated emergency exit
 - if one exit is impassable, direct people to an alternative exit
 - before leaving, check that no one is left in the toilet, tea station, or any other part of the premises
 - if there is time to do this safely, turn off electrical equipment (but not the lights), and close windows and doors to prevent the spread of fire
 - leave via different exits, closing doors behind them to minimise spread of smoke or fire
 - by stationing themselves nearby, warning anyone not to enter the building while the emergency situation exists
 - take charge of those who will have assembled outside in the churchyard keeping them well clear of the Church
 - when it is safe to do so (and if the Fire Brigade have been called, it is they who will say when the building is safe enough to be re-occupied) they must advise people that they may re-enter the Church; otherwise ask them to disperse

5. CHILD PROTECTION POLICY

- 5.1 The Promoting a Safer Church poster is displayed in the Church and Hall. Hirers are required to read this and ensure that they have their own child protection policy and procedures that are consistent with these standards.
- 5.2 It is the responsibility of the Hirer to ensure that all necessary Child Protection checks have been undertaken before hire commences. The Church cannot accept any responsibility for the Hirer's failure to comply with this requirement.

6. PROTECTION OF VULNERABLE ADULTS

It is the responsibility of the Hirer to ensure the protection of any vulnerable adults using the Church.