

## **HOMEWOOD ROAD UNITED REFORMED CHURCH**

### **CHURCH HALL STANDARD CONDITIONS OF HIRE**

These standard conditions apply to all hirings of the Church and its Halls. If the Hirer is in any doubt as to the meaning of the following, the Hall Bookings Administrator should be consulted.

#### **S1 DEFINITIONS**

The **Church** means the Homewood Road United Reformed Church and its officers,  
The **Hirer** means the person(s), whether acting as an individual(s) or as the official representative of an organisation who makes the booking and to whom the Agreement is sent for signature to signify agreement.

The **Premises** means all the Church property known as Homewood Road Church including the Halls and Upper Room and includes all furniture, equipment and other property contained therein.

The **Hired Area** means that part of the premises which is the subject of the agreement of the Hire Agreement between the Hall Bookings Administrator and the Hirer, together with associated facilities (foyer, corridors, toilets).

The **Users** means the members of the group using the Hired Area for the purpose of the hire.

#### **S2 AGREEMENTS**

All users will be required to accept an agreement prior to the commencement of hire. Agreements will specify the date(s) of hire, the Hired Area, the times of usage, the charges and any exceptional conditions relating to the hire of the area(s).

#### **S3 REGULAR HIRE**

The Church may, at its discretion, enter into agreements for regular hire of any part of the Premises. Agreements for regular hire will specify the start and end dates for the duration of the regular hire agreement, dates of hire within the duration of the agreement, the Hired Area, the times of usage, the charges and any exceptional conditions relating to the hire of the areas. In order to continue with the use of the Premises after the end date of an existing regular hire agreement a new regular hire agreement must be established and accepted prior to the commencement of the continued use of the Premises.

#### **S4 SUPERVISION**

The Hirer shall, during the period of the hiring, be responsible for: supervision of the Hired Area, the fabric and the contents; their care, safety from damage however slight or change of any sort and the behaviour of all persons using the Hired Area whatever their capacity; including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

As directed by the Halls Booking Administrator, the Hirer shall make good or pay for all damages (including accidental damage) to the Hired Area or to the fixtures, fittings and for the loss of contents.

### **S5 USE OF PREMISES**

The Hirer shall not enter any part of the Premises that are not specified as part of the Hired Area in the Agreement.

The Hirer shall not use the premises for any purpose other than that described in the Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without prior permission.

The maximum numbers of Users for the Church is 250, for the Main Hall is 120, for the Back Hall is 50, and for the Upper Room is 35.

### **S6 GAMING, BETTING AND LOTTERIES**

The Hirer shall ensure that nothing is done in or in relation to the hired area in contravention of the law relating to gaming, betting and lotteries.

### **S7 PUBLIC SAFETY COMPLIANCE**

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 public entertainment or stage plays.

The exact location of the fire exits and fire extinguishers must be noted before the Hired Area is occupied and the manner of opening fire doors should be made known to all Users of the Hired Area. In the event of a fire, the premises should be evacuated in an orderly manner using the appropriate exits and the Fire Brigade called by dialling 999.

The sounding of a fire alarm (accidental or otherwise) must be notified to the Hall Bookings Administrator for entry in the Fire Alarms Incident Log Book.

### **S8 HEALTH AND HYGIENE**

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

### **S9 ELECTRICAL APPLIANCE SAFETY**

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner and comply with the Electricity at Work Regulations 1989.

### **S10 INSURANCE**

The Hirer must ensure that they have adequate insurance cover for any damage to the Premises or injury to any User arising during the hiring for any cause whatsoever. The Church may at its discretion require the Hirer to produce a copy of their insurance policy.

### **S11 INDEMNITY**

The Hirer shall indemnify and keep indemnified the Church and its employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the Premises and (b) all claims in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment by the Hirer.

Hall Booking Administrator

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Hirers are reminded that they are responsible for any accident or injury arising out of the activity for which they have booked the premises. It is the responsibility of the Hirer to ensure that the Hired Area is safe for the purposes for which they intend to use them.

### **S12 ACCIDENTS AND DANGEROUS OCCURRENCES**

The Hirer must record all accidents involving injury on or around the Premises in the Accident Book in the first aid box in the kitchen.

### **S13 CHILDREN AND YOUNG PEOPLE**

The user is required to make arrangements for children complying with the Children act 1989 and consistent with the recommendations in the Code of Practice "Safe from harm" issued by the Home Office

### **S14 FLY POSTING**

The hirer shall not carry out or permit any fly posting or any other form of unauthorised advertisements for any event taking place at the Premises, and shall indemnify and keep indemnified the Church accordingly against all actions, claims and proceedings arising from any breach of this condition.

### **S15 SALE OF GOODS AND FUND RAISING**

The hirer shall, if selling goods on the Hired Area, comply with the Fair Trading Laws and any Code of Practice used in connection with such sales.

If the Hired Area to be used for any form of fund raising, any advertising, tickets and related promotional material must include the name of the Hirer.

### **S16 CANCELLATION**

If the Hirer cancels the booking within 14 days of the event, they shall be liable to payment of the full charge of the booking.

The Church reserves the right to cancel the hiring by written notice to the Hirer in the event of:

- (a) the premises being required for Church activities (in which case as much notice as practical in the circumstances will be provided and alternative bookings will be offered where possible);
- (b) the Church reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, and other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place as a result of this hiring, or
- (c) the premises become unfit for the use intended by the Hirer.

In any such case the Church shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

### **S17 RULES FOR HALL USE**

The Hirer shall at all times abide by the provisions of the Church's Rules for Hall Use. The Hirer shall be responsible for leaving the Hired Area in a clean and tidy state, with any contents temporarily removed from their usual positions properly replaced and bags of rubbish taken away.

The Hirer shall remove all equipment and other property (other than stored equipment) at the end of each hiring.

The Hirer shall ensure that the minimum of noise is made on arrival and departure.

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**S18 EQUIPMENT STORAGE**

The Church may make a locker(s) available to a Hirer for the storage of equipment for a specified period and at such charge and under such conditions as the Business Committee of the Church may determine. The Hirer shall ensure that the Church's Conditions for Locker Use are followed at all times.

**S19 NO ALTERATIONS**

No alterations or additions may be made to the premises nor may any fixtures or placards, decorations or other articles be attached in any way to any part of the Hired Area without the prior permission of the Hall Bookings Administrator. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Church remain in the premises at the end of the hiring and become the property of the Church or be removed by the Hirer who must make good to the satisfaction of the Church any damage caused to the premises by such removal.

**S20 NO RIGHTS**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

**S21 CHURCH RIGHT OF ACCESS**

The Church retains the right to enter any part of the premises at any time in order to ensure the Hirer's compliance with these Standard Conditions of Hire.

**S22 CHARGES**

The Business Committee of the Church shall set the charges and other conditions for the hire of all parts of the Premises.

Hirers must pay the charges at least one month before the event. Regular Hirers must pay at least one month before the commencement of the period of regular hire, unless an alternative arrangement is agreed in writing with the Hall Bookings Administrator.

**S23 CHANGES TO STANDARD CONDITIONS OF HIRE**

The Church reserves the right to change the Standard Conditions of Hire at any time. Hirers will be informed two months in advance of any changes to the Standard Conditions of Hire which will apply from that date.

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