

Rodborough Tabernacle – United Reformed Church

Tabernacle Walk, Rodborough Stroud, Gloucestershire, GL5 3UJ



HIRING AGREEMENT RELATING TO THE CHURCH PREMISES OF Rodborough Tabernacle United Reformed Church

DATED

PARTIES (1) The Minister and Elders from time to time (“Elders”) of Rodborough Tabernacle United Reformed Church of Tabernacle Walk, Rodborough, GL5 3UJ (“Church”)
(2) The person/s named in clause 1.1 below or the organisation acting by the authorised representative named in clause 1.1 below (“the Hirer”)

1.1 Hirer:

- (a) Name/s (if individual)
- (b) Organisation name
- (c) Authorised Representative
- (d) Address
- (e) Telephone number and email

1.2 Premises: (specify rooms/facilities)

1.3 Hire Period/s (specify dates/days/
(times required or attach schedule):

1.4 End Date: (specify date no more
than 12 months from the start date)

1.5 Purpose: (specify the event/purpose
for which premises are required)

1.6 Hire Charges: (specify hourly/
weekly/monthly charge) £ per [hour] [week] [month]

1.7 Security Deposit: (specify amount) £

1.8 Date/s for Payment/s

2. Hire

2.1 The Hirer and the Elders agree that the terms defined in clauses 1.1 to 1.8 above have the meanings defined therein when used in this Agreement, in the Standard Conditions and any Special Conditions.

2.2 In consideration of the Hire Charges and subject to the Hirer’s obligations under clause 2.3 below the Elders permit the Hirer to use the Premises until the End Date for the Purpose during the Hire Period/s.

2.3 The Hirer agrees to be bound by and to observe and perform the Standard Conditions of Hire set out in Schedule 1 (“Standard Conditions”) and any Special Conditions of Hire set out in Schedule 2 (“Special Conditions”).

Signed by

Hirer

On behalf of Organisation Name

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Signed by Elder authorised for and on behalf of the Elders

Schedule 1 – Standard Conditions of Hire

1. Payments

- 1.1. The Hirer shall make all payments to the Elders in the manner determined by the Elders from time to time on the Dates for Payment.
- 1.2. The Elders reserve the right to review and increase the Hire Charges and Security Deposit (where charged). These are reviewed each year and new rates come into force at Easter.
- 1.3. The Elders will repay the Security Deposit to the Hirer without interest within 7 days of the End Date, less any deductions made by the Elders to cover any unpaid sums due under this Agreement and the actual or anticipated cost of remedying any breach of these Standard Conditions or any Special Conditions.

2. Use of Premises

- 2.1. The Hirer agrees and acknowledges that this Agreement confers permission to access and use the Premises only for the Purpose during the Hire Periods and further agrees and acknowledges that no relationship of landlord and tenant between the Elders and the Hirer or any other rights of occupation are created.
- 2.2. The Hirer shall ensure that not more than the maximum number of persons as may be agreed from time to time with the Elders shall be allowed in the Premises at any one time.
- 2.3. Where keys and access codes are issued to the Hirer, the Hirer agrees that:
 - 2.3.1. the keys remain the property of the Elders ;
 - 2.3.2. the keys are for the nominated keyholders only and are not to be copied or passed to any other person, and;
 - 2.3.3. where an access code is provided to the Hirer the code must remain confidential and not be communicated to any other individual.
- 2.4. The Hirer agrees and acknowledges that the Elders give no warranty that the Premises are legally or physically fit for the Purpose.
- 2.5. The Hirer agrees and acknowledges that all persons using the Premises or bringing belongings onto the Premises do so entirely at their own risk. The Church's insurance policy does not cover property belonging to the hirer or brought in for the event.
- 2.6. The Hirer or another authorised person of any group/organisation for whom he/she is acting shall be present throughout the Hire Periods and shall be responsible for the safe and efficient supervision of the Premises. Hirers and authorised persons shall be at least 21 years of age.
- 2.7. The Hirer acknowledges that there is limited parking provision adjacent to the church buildings, and that the Elders reserve the right to withhold permission for parking on spaces owned by the Church at certain times.
- 2.8. The Hirer will not access the manse or the manse garden without the written advance agreement of the Elders.
- 2.9. The Elders reserve the right to enter the Premises and remain on the Premises at any time during the Hire Periods.
- 2.10. The Elders reserve the right to cancel or rearrange any Hire Period if the Premises are required for the Church's own use and if a Hire Period is so cancelled will seek to accommodate the booking elsewhere in the building or refund the Hire Charge for that Hire Period .
- 2.11. The Hirer will not cause any nuisance or annoyance to the Church other users of the Church premises or to the owners or occupiers of any adjoining or neighbouring properties.
- 2.12. The Hirer will not use the address of the Church as its postal address for the purposes of correspondence or as part of its letterhead . The address of the Church may be displayed on the Hirers website, blog, Facebook page or similar to enable clients/members etc to locate where events and activities are to take place.
- 2.13. The Hirer will use all electricity and gas economically and if there is excess use will pay any additional sum that the Elders may consider reasonable.
- 2.14. The Hirer may only use the Church's audio-visual equipment and internet connection with the prior written approval of the Elders.
- 2.15. The permission to use the Premises granted by this Agreement is personal to the Hirer and is not assignable.

3. Compliance with rules and regulations

- 3.1. The Hirer must comply with any rules and regulations made by the Elders from time to time for the use of the Premises, including any shared areas or facilities which have been provided to the Hirer either in writing or by email.
- 3.2. The Hirer is responsible for complying with all laws 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. 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.

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- 3.3. The Hirer will not allow, in compliance with current legislation, any smoking and vaping on any part of the Premises.
- 3.4. The Hirer will not sell or allow to be sold any alcoholic beverages on any part of the Premises. Alcoholic drinks and glasses can only be brought onto the premises with prior agreement of the Elders.
- 3.5. The Hirer must not allow any pets and animals (except assistance animals) on the Premises except to the extent agreed in advance and in writing by the Elders.
- 3.6. The Hirer must not bring into the Premises any contaminative or hazardous substances, or anything of an especially combustible, inflammable or explosive nature. No candles are to be used on the premises without prior permission of the Elders.
- 3.7. The Hirer must not display any form of advertising at the Premises, except to the extent agreed in advance and in writing by the Elders

4. Safeguarding

- 4.1. The Hirer will ensure 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.
- 4.2. The Hirer will ensure that children, young people and adults are protected at all times by taking all reasonable steps and by having any necessary insurance in place.
- 4.3. 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.
- 4.4. The Hirer must abide by and implement their own Safeguarding Policy if they have one or if they do not have one the Hirer acknowledges that it has read and understood the Church's Safeguarding Policy which is available on request and will abide by and implement it.

5. Public Safety

- 5.1. The Hirer is required to act responsibly and maintain a safe place for all persons using the Premises.
- 5.2. The Hirer must abide by and implement the Church's Health and Safety Policy and the Hirer acknowledges it has read and understood the same.
- 5.3. During any period of pandemic or severe public health hazard, the Hirer will comply with Church guidelines currently in force.
- 5.4. Where permission has been given for the Hirer to use kitchen facilities users must comply with the Church's Food Safety Regulations which are available on request from the Church Lettings Officer.
- 5.5. The hirer is responsible for ensuring that any electrical appliances she/he brings are safe and used in a safe manner.
- 5.6. Fire instructions are provided in all rooms and for the hirer's safety must be read by the hirer. Fire extinguishers are for use on minor fires only. The Fire Brigade must be called out to any other outbreak of fire.
- 5.7. It is the responsibility of the hirer to check the following items before their meeting/event takes place:
 - 5.7.1. That all fire exits are unlocked, with bolts drawn, and panic bars in good working order
 - 5.7.2. That all escape routes are free of obstruction and can be safely used.
 - 5.7.3. That fire doors are not wedged open.
 - 5.7.4. That exit signs are clearly visible.
 - 5.7.5. That all taking part in the event are briefed for fire emergency drill and acquainted with fire appliances and emergency exits.
- 5.8. The Hirer shall hold fire drills at least twice a year. The alarm is automatically activated by smoke detectors.
- 5.9. It is the responsibility of the hirer to be able to account for all people attending the event in the case of fire; this might be by means of a register or other such means as is appropriate to the nature of the event and the people attending.

6. Repair, damage, insurance and indemnity

- 6.1. The Hirer is liable for any loss or damage to the Premises or any other part of the Church premises (including its electrical installations) and for any loss, theft of, or damage to any property on the Premises or on the remainder of the Church premises (including any fittings or furnishings belonging to the owners or occupiers) arising out of the hire, or while persons are entering or leaving the Premises or the remainder of the Church Premises pursuant to the hire, howsoever and by whomsoever caused.
- 6.2. The Hirer is liable 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.
- 6.3. The Hirer must not make any alteration in the decoration of the Premises and 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.
- 6.4. The Hirer must report to the Elders any damage, howsoever caused or arising from their use of the Premises, or their breach of these Conditions, whether directly or indirectly in any manner whatsoever.
- 6.5. 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 from any person, howsoever caused or arising from their use of the Premises, or their breach of these Conditions, whether directly or indirectly in any manner whatsoever.

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- 6.6. The Hirer acknowledges that the Church's Public Liability Insurance does not extend to external hirings, 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. End of each Hire Period

- 7.1. The Hirer must fully vacate the Premises at the end of each Hire Period by the time agreed.
- 7.2. Any property brought into the Premises for any reason for any Hire Period or otherwise, must be removed at the end of each Hire Period. The Elders shall not be responsible for any property left behind in any event.
- 7.3. The Hirer must not store any property on the Premises or elsewhere on the remainder of the Church 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 is intended to be created. The Elders reserve the right to relocate stored property at any time and for any reason.
- 7.4. Where the Elders have agreed that property may be stored on the Premises between Hire Periods, such storage facilities shall not be locked without the prior written agreement of the Elders. If agreement is given to the storage of property in locked cabinets or rooms, copies of the keys shall be given to a Church representative, to be returned at the end of the Hire Agreement.
- 7.5. The Hirer must at the end of each Hire Period return any borrowed or hired items, equipment and furniture to their original location.
- 7.6. The Hirer must at the end of each Hire Period ensure that the Premises are left in a clean, orderly and smoke free state. Failure to clean the Premises and remove all rubbish arising from the hire may result in an additional charge for cleaning.
- 7.7. The Hirer must at the end of each Hire Period 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 doors and windows and ensuring, by checking all rooms including the toilets that there is no-one on the Premises).

8. Termination of hiring agreement

- 8.1. The Elders may terminate this Agreement at any time on giving not less than [.....] weeks' notice] (except in the event of emergency when less notice may be given) to the Hirer.
- 8.2. The Hirer may terminate this Agreement on giving not less than [.....] weeks notice to the Elders
- 8.3. The Elders may terminate this Agreement with immediate effect:
- 8.3.1. at any time in the event of any material breach of these Conditions
- 8.3.2. at any time in the event that they are required to close the Church premises due to any advice, instructions, rules or orders issued by the government.
- 8.4. The Elders may terminate this Agreement with immediate effect if in their opinion the hire:
- 8.4.1. is not being properly conducted or does not respect the special status of the Premises, or
- 8.4.2. interferes with or may interfere with the activities of the Church or other hirers, or
- 8.4.3. might compromise the ministry and mission of the United Reformed Church.
- 8.5. Service of such notice of termination is sufficient if it is in writing and delivered by hand, first class post or by email to the Hirer or to the Elders.
- 8.6. This Agreement terminates on the End Date unless terminated earlier.
- 8.7. The Hirer must return any keys to the Premises which have been issued at the earliest opportunity following the end of this Agreement. A written receipt for the keys must be obtained.
- 8.8. Termination of this Agreement shall not affect the rights of either party in connection with any breach of any obligation under this Agreement which existed at or before the date of termination.

9. Contact

- 9.1. The Hirer may obtain agreement actions where required by this agreement by contacting the Lettings Officer by email at lettings@rodboroughtab.org.uk.
- 9.2. The Hirer may also contact the Elders by email at secretary@rodboroughtab.org.uk.

10. Liability

- 10.1. Where the Hirer is more than one person any liability under these Standard Conditions and any Special Conditions shall be joint and several.

Schedule 2 Special Conditions of Hire

(set out any additional conditions that the Elders want to impose due to the particular premises being hired)

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