

# Premises Hire Agreement

This agreement is made between Rayleigh Baptist Church (variously RBC or the Church) and the Hirer.

## Terms and Conditions of Hire

The person named in the Hiring Agreement shall be responsible for ensuring that the following conditions of hire of rooms at RBC are complied with in all respects.

The Hirer will enter into a Hiring Agreement with RBC.

RBC regards the safe care and protection of children and vulnerable adults as of the utmost importance. Groups that hire or use Church premises are expected to share this concern and make appropriate provision for the protection of children and vulnerable adults within their care.

## THE HIRER AGREES:

### Your Booking

1. That a booking is not confirmed until a completed hire agreement/booking form has been received, agreed. The booking deposit for PARTIES will be £50. The deposit will be deducted from the total cost and the balance for the PARTY must be paid in full 1 week in advance of the booking. RBC reserves the right to cancel the booking if exceptional or unforeseen circumstances arise or there is any breach of these conditions or there is misstatement or material omission in connection with the hire agreement form, particularly relating to the purpose of hire.
2. That unless specifically agreed in writing, to pay the balance of fees due, at least 1 month before the date of the booking. If the Hirer wishes to cancel the booking and The Church is able to arrange a replacement booking, though they are not obliged to seek such a booking, The Church may in its absolute discretion refund the fees (less the deposit) but shall be under no obligation to do so.
3. That in the event of an important service such as a funeral taking place in the church or because of circumstances beyond the Church's control, it may be necessary for the activity to be relocated, or cancelled. In the event of The Church cancelling the booking (for this or any other reason) all fees (including the deposit) paid by the Hirer shall be refunded in full. As much notice as possible will be given if such an event occurs.

4. That the premises have been inspected by the Hirer to assess suitability for the purpose for which they are hired.
5. That no tenancy is intended to be created between The Church and the Hirer and no relationship of landlord and tenant exists between them.
6. That no parking is available on site. It is your responsibility to notify all attendees of this. The driveway must be kept clear at all times, as it provides emergency vehicle access. The driveway will normally be available for disabled drop off and loading access, but drivers must remain with their vehicles during this. The Church reserves the right to deny all vehicular access. The nearest public car park is in Castle Road

### Preparing for your Event

7. To be responsible for obtaining any local authority or other licenses necessary in connection with the booking.
8. To be responsible for obtaining adequate insurance against any third party claims which may lay against the Hirer and/or the Hirer's organisation whilst using the premises, and to ensure that any contractor they may be brought in (eg a caterer) has their own Public Liability Insurance to cover their activities.
9. That no signs, notices, posters or banners are to be displayed on the inside or outside of the building without prior written approval of The Church. Any such approval may be revoked at any time by The Church, and in their absolute discretion, and in such cases these displays may be removed by the Church without notice. All such publicity shall bear the name, contact address and telephone number of the hirer. A copy of any programme/advertising material should be attached to the signed copy of this hire agreement.
10. That it has read The Church's Safeguarding statement and agrees to adhere to its recommendations in relation to their work with children, young people and vulnerable adults. The Hirer and the Hirer's organisation confirm that staff and volunteers involved in work or other organised activities with children or other vulnerable people have been DBS checked to assess their suitability to work with such people. A copy of the Church's Safeguarding Statement is attached hereto.
11. Understand that the Church recommends the hirer carry out a risk assessment of our activities and act on findings to mitigate any risk (including any Covid-19 or other government restrictions applying at the time of usage). A sample risk assessment form is available below.

### Risk Assessment:

A risk assessment is a simple process to identify potential hazards and ensure the safety of everyone attending your event. It's like a checklist to make sure everything is safe and sound. To carry out a risk assessment of your activities and act on the findings to mitigate any risk, you can visit this UK government webpage for an example:

[www.hse.gov.uk/simple-health-safety/risk/risk-assessment-template-and-examples.htm](http://www.hse.gov.uk/simple-health-safety/risk/risk-assessment-template-and-examples.htm)

### Risk Assessment Method Statements for Contractor Equipment Setup

If you're hiring an external company to provide services at or bring equipment into the Church, they need to give us a document called a Risk Assessment Method Statement (RAMS). This document explains what work they'll be doing, any potential dangers, and how they plan to keep things safe. We need to approve this document before they start working. Failure to submit a RAMS may result in the cancellation of the room hire agreement.

### On The Day

12. No smoking or vaping is permitted at any time in The Church, the Hive or on any part of the site.
13. To only bring into or onto the premises electrical equipment that has a current PAT certificate (unless the equipment is less than 12 months old).
14. Not to exceed the stated capacity for any room hired.
15. To be responsible during the period of hiring for supervision and security of the premises and protection of the fabric and contents from damage (fair wear and tear excepted). The Hirer has a responsibility to notify the church of any defect in the accommodation or in any of the church's furniture or other equipment in the accommodation and must report any damage or safety issues, whether existing, or likely from observation, to arise in the future, to the reception via the 'Hazard Form' given at time of booking.
16. That under no circumstances may posters/decorations be fixed to walls or doors/frames using push-pins, Sellotape or Blu-Tack adhesives. The only acceptable adhesives for walls/doors/frames is White Tak (Bostik or UHU) or Command Strips. There are fixings on some walls to which decorations/balloons can be affixed with string.

17. To ensure that RBC staff have access to all areas hired during the period of hire.
18. To ensure that the fire apparatus of the premises are not interfered with in any way and that all emergency exits are not obstructed and all persons using the premises are aware of the location of fire appliances and emergency exits. In the case of evacuation, the Assembly Point is the car park of the Spinal Care Clinic (turn left on the road and it is 70m on the left). The accidental setting off of alarms will incur a charge of £125.00 plus VAT.
19. To keep the amount of noise or other disturbance to an acceptably low level during the period of hire, and also during arrivals and departures so as not to cause nuisance or inconvenience to building users in other areas of The Church building or the Hive, or to the neighbouring properties. No music is to be played after 11pm.
20. To ensure that times for setting up and clearing away the event, as defined in the hire agreement, are adhered to.
21. To clear up after the event both inside the hired rooms and also outside where any mess may have been caused by the event (including any rubbish and overflow of waste from the event). Rubbish must be disposed of in the waste bins at the front of the church, recycling where appropriate in green sacks. All furniture and equipment is to be left in the same position & condition as at the commencement of the hiring. The hirer must ensure that all lights are turned out and all doors and windows properly secured (with the exception of automatic sensor lights).
22. That if the kitchen/tea and coffee stations attached to the rooms are to be used, they must be left clean and tidy, and all crockery, cutlery and cooking utensils washed up, dried and replaced into the cupboard or drawer in which they were found. Larger groups may leave crockery/cutlery in the dishwasher to dry. A post-event checklist is included and must be completed at the conclusion of your booking and be left in the room. If the main Hive kitchen area is to be used, then the supplemental terms relating to the use of this are included and must be signed as well, otherwise no such access will be permitted.
23. To comply with the access and exit arrangements for the Prolock System , and to keep any codes given confidential.

24. That RBC welcomes people of all faiths and none. However you are reminded that this site is a place of Christian worship, and even though you may not share our beliefs, we ask that you are respectful of this fact in your use of the premises. It is for this reason that certain activities will not be allowed. It shall be in the absolute discretion of the Church as to which activities shall be permitted or otherwise. If it is discovered that unacceptable activities are taking place, then the church reserves the right to terminate a booking, even if the event is in progress, and there shall be no return of any hire fees.

**Unacceptable Activities include:**

*Gambling, Tarot Cards, Halloween, Clairvoyance, and non-Christian worship.*

25. Not to permit unseemly behaviour that would be damaging to the mission or witness of RBC, or containing material or language abusive in general to others, or that is in the opinion of the Church blasphemous or idolatrous and do nothing in or near or in relation to RBC that is calculated to, or does, bring the name of the Church into disrepute.
26. The settings on any of the heating controls must not be altered.
27. The sale of refreshments may only be made on a 'suggested' donation basis and provided any proceeds go only to the organisation concerned or a recognised charity.
28. Subject to specific permission being given by the Church, moderate quantities of alcohol may be consumed on the premises, brought on site by attendees or provided by the hirer, but no charges can be made for alcohol.
29. NO animals are permitted on site with the exception of registered support/assistance dogs, without the written consent of the Church, which will normally only be granted for educational purposes.

## Equipment Use

All equipment provided within the hired room must only be operated by individuals who are deemed competent and have received appropriate training. Specifically, the sound desk and moveable walls are to be operated exclusively by trained RBC Staff or Volunteers. This ensures the safety and proper functioning of the equipment, as well as the safety and security of all users of the facility.

## Afterwards

30. To accept full responsibility, for and to indemnify RBC against all costs arising from injuries to any person using the premises during the period of hire, except such as may be caused by the negligence of RBC. The liability of the Trustees The Church and its members in such a situation is restricted to the assets which they hold or control on behalf of the church and does not extend to their personal assets. If any such injury does occur, the Hirer must inform the Church Office of the details, such that it may be recorded in the Accident book.
31. To compensate The Church for any damage or theft caused to the building, or to any fixtures, fittings or appliances belonging to The Church during the period of hire or as a result of any breach of this agreement. You must notify the Church office within 24 hours of any damage or loss occurring during the occupation of the premises.
32. That the Church will not be responsible or liable for any damage to, or loss of property brought onto, or left on the premises by the hirer or any other person.
33. No items are to be left on site at the conclusion of the hire. If items are left they will be removed and the cost of such removal shall be the Hirer's.
34. Access to the venue is limited to the agreed hired times. Should you find you have left something behind or require any further access, please request it via the Church office.
35. The group will be conducted in a responsible manner at all times and that any breach of this may result in the cancellation of the booking and a request that the group leaves the premises - a full charge will still be made.
36. The governing law of this contract shall be that of England and Wales. Headings are included to assist with navigation of the document and do not form part of the terms hereof.

**Emergency Contact Number: 01268 923118**

I confirm that I have read the above Terms and Conditions and agree that these will be complied with during the hire of RBC premises.

**Room Usage**

I understand that we will only have access to the specific rooms we have hired and that we may NOT be the only hirer on site. Therefore we will respect any other users of the premises specifically in relation to shared spaces (eg lobby & toilets) and will bear this in mind with regard to Safeguarding (see attached Safeguarding Statement).

Signed: ..... Date: .....

Name: .....

Organisation: .....

If the group or organisation work with children and/or 'adults at risk' please complete the following declaration:

I confirm that ..... (organisation) has a Safeguarding Policy in place and that DBS checks are undertaken.

Signed: ..... Date: .....

Name: .....

Organisation: .....