

HIRE OF ROOMS

Dated: _____ 2018/2019

The Parties (that is, the **Managing Trustees** and the **Hirer**, both named below) agree as follows:

| | | | | |
|---|-----------|----------------------------|--------------------|-------------|
| Date of use | | Hire Period (times of use) | | |
| Room(s) | | | | |
| Event (e.g. 'birthday party', meeting' - please give brief details of activities) | | | | |
| Age range of participants where under 18 | | | | |
| Number of adult leaders/helpers (working directly with children, young people or vulnerable adults, or supervising and managing those who do) | | | | |
| One person from this group will also be required to sign a Key Holder Declaration | | | | |
| Hire Fee (per hour) | Total Fee | Reservation fee Paid | Hire Fee Remaining | Key Deposit |
| | | £10 | | £20 |
| Shared Facilities (tick the facilities available for use by the Hirer during the Hire Period) | | | | |
| <input type="checkbox"/> Toilets <input type="checkbox"/> Kitchen <input type="checkbox"/> Other..... | | | | |
| Furniture and Equipment (list any furniture or equipment the Hirer can use) | | | | |

(A) In consideration of the payment of the Hire Fee and subject to the Hirer's obligations set out in the **Standard Conditions of Hire** and any **Special Conditions of Hire** set out below and overleaf the **Managing Trustees** of Cheadle Hulme Methodist Church (Charity Number 1130718) permit the **Hirer** to use the **Premises** as described above for the purposes of the **Event** and the Hirer agrees to observe and perform the conditions provisions and stipulations contained or referred to in the Standard Conditions of hire and any Special Conditions of Hire.

(B) The Hirer declares that they are familiar with the Home Office Code of Practice, *Safe from Harm*, and the *Safeguarding* policy of Cheadle Hulme Methodist Church.

(C) The Hirer agrees to be present (or to procure that its authorised representative is present in the case of an organisation) during the Hire Period to supervise the event and ensure full compliance with the terms of this agreement.

First Managing Trustee (name and signature):

Second Managing Trustee (name and signature):

Hirer (name and signature):

Address:

Phone no:

Email:

STANDARD CONDITIONS OF HIRE

1. The **Managing Trustees** are those parties named above and others being the members (or such of the members as have attained full age) of the Church Council of Cheadle Hulme Methodist Church of Ramillies Avenue, Cheadle Hulme, SK8 7AL which expression shall include their successors from time to time ascertained in accordance with the provisions of Part II Schedule 2 to the Methodist Church Act 1976
2. The following terms used in the Standard Conditions of Hire have the meanings set out below:
 - 2.1. **Agreement** this agreement, the Standard Conditions of Hire and any Special Conditions of Hire
 - 2.2. **Building** the land and building of which the Premises form part including any Facilities
 - 2.3. **Premises** the rooms and additional facilities described in the Special Conditions overleaf
 - 2.4. **Car Park** the designated parking spaces on the land of which the Building forms part
 - 2.5. **Reservation Fee** £10 paid in advance of this Agreement to reserve the Premises
 - 2.6. **Key Deposit** £20 payable in addition to the Hire Fee
 - 2.7. **Shared Facilities** the facilities in or upon the Building that can be used by the Hirer during the Hire Period
 - 2.8. **Furniture and Equipment** the furniture and equipment in the Building that can be used by the Hirer during the Hire Period
 - 2.9. **Safeguarding Policy** the safeguarding policy of Cheadle Hulme Methodist Church as approved by the Church Council and included in the *Information Pack for Room Hirers* provided to the Hirer
3. **PAYMENT OF THE HIRE FEE AND KEY DEPOSIT**
 - 3.1. The Hirer shall pay to the Managing Trustees the remaining balance of the Hire Fee (after deduction of the Reservation Fee) and the Key Deposit on the date of the Agreement
 - 3.2. The Managing Trustees will refund the Key Deposit within 14 days of the end of the Hire Period unless the Managing Trustees, acting in their absolute discretion, have reason to retain some or all of the Key Deposit, in an amount to be determined by the Managing Trustees, because of any damage or loss having been caused to the Premises or its contents, including the non-return of the keys, or any complaints having been made to the Managing Trustees about noise or other disturbance during the Hire Period or as a result of the Event
 - 3.3. The retention of the Key Deposit is without prejudice to the right of the Managing Trustees to bring any action against the Hirer for any breach of this Agreement
4. **REPAIR, CONDITION, DAMAGE AND LEAVING THE PREMISES**
 - 4.1. The Hirer shall:
 - 4.1.1. Leave the Premises clean, tidy, and clear of rubbish at the end of the Hire Period;
 - 4.1.2. Dispose of any rubbish in the outdoor rubbish bin in the Car Park and not in the internal bins;
 - 4.1.3. Not cause or permit to be caused any damage to:
 - 4.1.3.1. The Premises, Building, or any neighbouring property; or
 - 4.1.3.2. Any property of the owners or occupiers of the Premises, Building, or any neighbouring property including, but not limited to, the fixtures and furniture on the Premises from time to time; and shall
 - 4.1.4. Not obstruct any other areas of the Building, make them dirty or untidy, or leave any rubbish on them
5. **USE OF THE PREMISES**
 - 5.1. The Hirer shall not use the Premises other than for the purposes of the Event
 - 5.2. The Hirer shall not allow betting or gambling in any form, nor use the Premises for the supply, sale, or consumption of alcoholic beverages, nor for any religious purposes, nor for any purposes contrary to the Standing Orders of the Methodist Conference
 - 5.3. The Hirer shall not do or permit to be done on the Premises anything to injure the reputation of the Premises or which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience, or disturbance to the Managing Trustees or to any other tenants or occupiers of the Building or any owner or occupier of neighbouring property
 - 5.4. The Hirer shall not allow any animals (including birds) onto the Building (except assistance dogs) without the written approval of the Managing Trustees
6. **USE OF THE CAR PARK**
 - 6.1. The Hirer acknowledges that the grant of permission to use the Premises does not guarantee the availability of a space in the Car Park
 - 6.2. The Hirer may only park in designated parking spaces in the Car Park
 - 6.3. The Hirer shall not make use of any numbered parking spaces in the Car Park between the hours of 9.00am and 5.00pm on weekdays
 - 6.4. The Hirer may only have use of the Car Park during the Hire Period
7. **ALTERATIONS**
 - 7.1. The Hirer shall not make any alteration or addition whatsoever to the Premises
 - 7.2. The Hirer shall not display, fix, or attach to the Premises in any way (or elsewhere in the Building) any decoration, advertisement, flag, banner, placard, poster, sign, notice, or any other article without the prior written agreement of the Managing Trustees
 - 7.3. Unless the Managing Trustees ask for it to be left in place, any article(s) approved by the Managing Trustees under condition 7.2 must be removed by the Hirer at the end of the Hire Period and any damage caused by such removal must be made good to the satisfaction of the Managing Trustees
8. **COMPLIANCE WITH RULES AND REGULATIONS**
 - 8.1. The Hirer shall not do anything that will or might constitute a breach of any planning permissions or other consents, licences, permissions, certificates, authorisations, or approvals whether of a public or private nature affecting the Premises
 - 8.2. The Hirer shall comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data, and any other services and utilities to or from the Premises
 - 8.3. The Hirer shall observe any rules and regulations the Managing Trustees make and notify to the Hirer regarding the Hirer's use of the Premises and any Facilities or other parts of the Building pursuant to the Agreement
9. **PUBLIC SAFETY**
 - 9.1. The Hirer shall comply with all conditions and regulations made in respect of the Premises by any regulatory bodies including, but not limited to, the Fire Authority, Local Authority, or the Licensing Authority
 - 9.2. The Hirer acknowledges that they have been notified of the following matters by the Managing Trustees or received or been shown appropriate notices or instructions on or in relation to:
 - 9.2.1. The action to be taken in the event of fire including the need to call the Fire Brigade and how to evacuate the Premises;
 - 9.2.2. The location and use of fire equipment; and

9.2.3. The escape routes from the Premises and the need to keep them clear

9.3. The Hirer shall:

9.3.1. Keep all means of exit from the Premises free from obstruction and immediately available for exit in the case of emergency;

9.3.2. Ensure that the Fire Brigade are called to any outbreak of fire, however minor;

9.3.3. Inform the Managing Trustees of any outbreak of fire, however minor, as soon as possible;

9.3.4. Observe all relevant food health and hygiene legislation and regulations in relation to the preparation and serving of any food;

9.3.5. Comply with the provisions of any relevant health and safety policies and ensure that those using the Premises are aware of such policies;

9.3.6. Ensure that any electrical appliances brought onto the Premises by the Hirer are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989;

9.3.7. Report all accidents involving injury to the public to one of the Managing Trustees as soon as possible and complete the appropriate accident book;

9.3.8. Not bring any highly flammable substances onto the Premises;

9.3.9. Not put up any decorations near light fittings or heaters; and shall

9.3.10. Not bring onto the Premises (or use) any heating appliances without the consent of the Managing Trustees

10. INSURANCE AND INDEMNITY

10.1. The Hirer shall not do anything that will or might invalidate in whole or in part any insurance effected by the Managing Trustees in respect of the Building

10.2. The Hirer shall indemnify the Managing Trustees and keep the Managing Trustees indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses, or other liability in any way arising from;

10.2.1. The use of Premises by the Hirer;

10.2.2. Any breach of the Agreements; and/or

10.2.3. The cost of repairs to any damage done to any part of the Premises or Building

10.3. Unless the Managing Trustees otherwise agree, the Hirer shall take out adequate insurance in respect of the liability of the Hirer under condition 10.2 and at the request of the Managing Trustees shall produce to the Managing Trustees evidence of such policy and of the payment of the premiums for it

11. SAFEGUARDING

The Hirer confirms that the Hirer has received a copy of the Safeguarding Policy, has an understanding of it, and undertakes to follow it or comparable equivalent guidelines and procedures (such as Scouting and Guiding national safeguarding policy) for the safeguarding of children, young people, and vulnerable adults at the Building

12. LICENCES

If any licences are required in respect of any activity to be carried out at the Premises in relation to the use of the premise by the Hirer, the Hirer shall ensure that they hold the relevant licence unless a relevant licence is already held by the Managing Trustees

13. NO RIGHTS

The Hirer acknowledges that:

13.1. The Agreement confers permission to use the Premises only and creates no relationship of landlord and tenant between the Managing Trustees and the Hirer or any other rights of occupation;

13.2. The Managing Trustees retain control, possession, and management of the Premises and the Hirer has no right to exclude the Managing Trustees from the Premises

14. CANCELLATION

14.1. The Managing Trustees shall be entitled at any time to give notice to the Hirer to amend or cancel the hiring of the Premises if the Managing Trustees reasonably believe that:

14.1.1. The hire would be in breach of the Constitutional Practice and Discipline of the Methodist Church and/or contrary to the doctrinal standards of the Methodist Church;

14.1.2. Any unlawful or inappropriate activities would take place on the Premises as a result of the hire;

14.1.3. The Premises have become unfit for use by the Hirer; or

14.1.4. The Premises are required for Church use

14.2. In the event of cancellation by the Managing Trustees under condition 14.1.1, 14.1.3, and 14.1.4, the Hirer shall be entitled to a refund of any part of the Hire Fee (including the Reservation Fee) already paid. The Managing Trustees shall not be liable to the Hirer for any direct or indirect loss or damages whatsoever

14.3. If the Hirer wishes to cancel the booking before the start of the Hire Period the Hirer should give as much notice to the Managing Trustees as possible and in any event not less than 14 days' notice. The Hirer shall have no right to a refund of the Reservation Fee, and/or the Hire Fee if paid, and/or the Key Deposit if paid

14.4. If the Hirer cancels the booking within 14 days of the date of the Event and the Managing Trustees are unable to conclude a replacement booking, the requirement to pay or repay the Reservation Fee, Hire Fee, or Key Deposit shall be at the absolute discretion of the Managing Trustees

15. END OF HIRE

15.1. At the end of the Hire Period the Hirer shall ensure that:

15.1.1. The Premises are left in a clean and tidy condition and any rubbish is disposed of in the outdoor bin in the car park

15.1.2. The Premises and all windows are properly locked and secured;

15.1.3. All keys are left in such place or with such person as shall be specified by the Managing Trustees;

15.1.4. Any items moved from their usual position during the Hire Period shall be repositioned in their original places to the reasonable satisfaction of the Managing Trustees;

15.1.5. The lights at the Premises are turned off; and

15.1.6. All equipment, goods, and/or other property belonging to the Hirer is removed from the Premises and/or the Building

15.2. If the provisions of condition 15.1 are not fulfilled, the Managing Trustees shall be at liberty to use the Key Deposit to make good any default, without prejudice to any other right which the Managing Trustees may have against the Hirer for breach of this Agreement

15.3. Any equipment, goods, and/or other property belonging to the Hirer and left at the Premises and/or Building at the end of the Hire Period is at the sole risk of the Hirer. If any such items are not removed within 7 days of the end of the Hire Period, the Managing Trustees shall be at liberty to dispose of any such items and any costs of disposal will be borne by the Hirer. The Managing Trustees will not owe the Hirer any responsibility for the Hirer's property, any damage to such property, or the proceeds arising from any sale

16. LIMITATION OF MANAGING TRUSTEE'S LIABILITY

16.1. Subject to clause 16.2, the Managing Trustees are not liable for:

16.1.1. The death of, or injury to the Hirer, its employees, customers, or invitees to the Premises; or

16.1.2. Damage to any property of the Hirer or that of the Hirer's employees, customers, or other invitees to the Premises; or

16.1.3. Any losses, claims, demands, actions, proceedings, damages, costs or expenses, or other liability incurred due to the use of the Premises by the Hirer of the Hirer's employees, customers, or other invitees

16.2. Nothing in clause 16.1 shall limit or exclude the Managing Trustee's liability for:

16.2.1. Death or personal injury or damage to property caused by negligence on the part of the Managing Trustees or their employees or agents; or

16.2.2. Any matter in respect of which it would be unlawful for the Managing Trustees to exclude or restrict liability

17. THIRD PARTY RIGHTS

A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement

18. GOVERNING LAW

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

19. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims)

SPECIAL CONDITIONS OF HIRE

(i.e. noise, rubbish and recycling disposal etc.)