

Braishfield All Saints Church

Church room hiring agreement

This Agreement is made between the Parochial Church Council of All Saints Braishfield ('the Council') and the person or organisation ('the Hirer') named below.

In consideration of the Hiring Fee, the Council agrees to permit the Hirer to use All Saints Braishfield Church Room ('the Premises') for the purpose specified and under the attached Conditions of Hire.

The Hirer

Name (person and organisation if applicable):

Address:

Telephone no:

Email address:

Hire details

Purpose of Hiring:

Dates and Times of Hiring:

Hiring Fee: £

Authorised Representative of the Hirer

I agree to be bound by the Conditions of Hire.

Signed

Name

Date

Authorised Representative of the Council

Signed

Name

Date

Please note that the room is operated largely on a voluntarily basis and you are asked to leave it in the condition you would wish to find it.

Conditions of Hire

For the purpose of these Conditions of Hire referred to in the Hiring Agreement annexed hereto 'the Premises' shall mean All Saints Braishfield Church Room 'the Council' shall mean the Parochial Church Council of All Saints Braishfield and 'the Hirer' shall mean the Individual(s) or Organisation named as the Hirer in the Hiring Agreement

1. Supervision

The Hirer shall during the Period of Hiring be responsible for the supervision of the Premises and its contents their care and protection from damage (however slight) the behaviour of all persons using the Premises whatever their capacity and proper supervision of the car parking arrangements including the avoidance of obstruction of the highway

2. Use of the Premises

The Hirer shall not use the Premises for any purpose other than that specified in the Hiring 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 any thing which may endanger the same or render invalid any policy of insurance in respect thereof

3. Licences

The Hirer shall be responsible for obtaining such licences as may be required whether for the sale of intoxicating liquor or otherwise and for the observance of the same

4. Gaming Betting and Lotteries

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

5. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority the Local Authority the Local Magistrates Court or any other duly authorised body

6. Health and Hygiene

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

7. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliance brought onto the Premises and used there shall be safe and in good working order and used in a safe manner. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety

8. Indemnity

(a). The Hirer shall indemnify the Council for the cost of repair of any damage done to any part or parts of the Premises or its contents which may occur during the Hiring as a result of the Hiring

(b). The Hirer shall indemnify the Council against any third party claims which may lie against the Hirer whilst using the Premises

(c). THE HIRER SHALL BE RESPONSIBLE FOR MAKING ARRANGEMENTS TO INSURE AGAINST ANY THIRD PARTY CLAIMS WHICH MAY LIE AGAINST THE HIRER WHILST USING THE PREMISES. (THE PREMISES ARE INSURED AGAINST ANY CLAIMS ARISING OUT OF THE COUNCIL'S NEGLIGENCE)

(d). If requested by the Council the Hirer shall provide a copy of the relevant policy and evidence that it is in force for the Period of Hiring

9. Accidents and Failure of Equipment

The Hirer must enter in the accident book provided in the Premises for the purpose and report to the Council details of all accidents involving injury to any person in or near the Premises during or shortly before or after the Period of Hiring as soon as possible. The Hirer must also report to the Council any failure of equipment belonging to the Council as soon as possible

10. Animals

The Hirer shall ensure that no animals (apart from guide dogs) or birds are brought into or allowed to enter the Premises and that no animals or birds are brought into or allowed to enter the kitchen at any time

11. Children

The Hirer shall ensure that any activities for children comply with the provisions of the Children Act 1989 all or any amendments and re-enactments of the same and all or any regulations made thereunder and that only fit and proper persons have access to the children

12. Fly Posting

The Hirer shall not carry out or permit to be carried out any fly posting or any other form of unauthorised advertisements for an event taking place on the Premises and shall indemnify the Council against all actions proceedings costs claims demands and expenses arising from any breach of this condition

13. Sale of Goods

The Hirer if selling goods in the Premises comply with Fair Trading Laws and any code of practice used in connection with such sales

14. Cancellation by the Hirer

If the Hirer wishes to cancel a booking or bookings before the date of the event or events the repayment of all or part of such sum or sums of money as have previously been paid in respect of the Hiring shall be at the discretion of the Council

15. Unfit for Use

In the event of the Premises or any part thereof being rendered unfit for the purpose for which it has been hired then the Hirer shall be entitled to the repayment of all such sum or sums of money as have previously been paid in respect of the Hiring but the Council shall not be liable to the Hirer for any resulting loss or damage whatsoever

16. Refusal of Booking(s)

The Council reserves the right to refuse a booking or bookings without giving any reason for such refusal

17. Cancellation by the Council

The Council reserves the right to cancel any Hiring in the event of the Premises being required in connection with or incidental to any wedding funeral or other occasional service held in All Saints Church Braishfield or any function arranged by or on behalf of the Council in which case the Hirer shall be entitled to the repayment of all such sum or sums of money as have previously been paid in respect of the Hiring but the Council shall not be liable to the Hirer for any resulting loss or damage whatsoever

18. End of Hire

The Hirer shall be responsible for leaving the Premises and the car park in a clean and tidy condition all doors and windows properly locked and secured unless directed otherwise all contents temporarily removed from their usual positions properly replaced and stored and all equipment and other items brought into the Premises by or on behalf of the Hirer and all rubbish created as a result of the Hiring removed failing which the Council shall be entitled to make an additional charge

19. Noise

The Hirer shall ensure that the minimum of noise is made during the Period of Hiring and on arrival at and departure from the Premises