

SOLIHULL United Reformed Church

HIRING AGREEMENT RELATING TO THE CHURCH PREMISES OF Solihull United Reformed Church

Booking Administrator

Mrs Linda Faber, Solihull URC, 741, Warwick Road, Solihull. B91 3DG Office: 07925 573259

Please complete this form, read our Terms and Conditions, sign & return.

DATE

PARTIES (1) The Minister and Elders from time to time ("Elders") of Solihull United Reformed Church of 741 Warwick Road, Solihull, West Midlands B91 3DG ("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 Name of Organisation:	
Name & Address of person to receive the Invoice	
Phone:	Email:
Name of Contact Person:	
Address (if different from above):	
Phone:	Email:
Main purpose of organisation:	
'Purpose' What sort of meeting/activity do you plan to hold?	
Number of people (approx..) attending:	Will children be attending? YES/NO
If 'YES' please enclose a copy of your Child Protection Policy	
How did you get to know about this venue?	

1.2 Room/s to be used: <input type="checkbox"/> Activity Room/Café <input type="checkbox"/> Church <input type="checkbox"/> Main Hall <input type="checkbox"/> Story Room <input type="checkbox"/> Youth Room (Upstairs)	Day & Time of use	Day & Time of use	Day & Time of use
Start Date: Event / according to quarterly booking sheet (delete as applicable)	Hire Charges: £.....per [hour] [week] [month] Dates for Payment paid in arrears within 7 days of issue of invoice. Hire Charges: £.....per [hour] [week] [month] Dates for Payment paid in arrears within 7 days of issue of invoice.		
End Date (specify date no more than 12 months from the start date):	Admin use only: Event invoice number: Invoice number 2 nd quarter (Apr-Jun): Invoice number 3 rd quarter (Jul-Sep): Invoice number 4 th quarter (Oct-Dec): Invoice number 1 st quarter (Jan-Mar):		
Additional charges Security Deposit: Key Deposit: Storage on site: Kitchen use:			

2. Hire

- 2.1 The Hirer and the Elders agree that the terms defined in clauses 1.1 and 1.2 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

Signed by Elder/person authorised for and on behalf of the Elders

No agreement exists until the booking has been accepted by the church, upon which the form will be signed by an authorised signatory.

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
- 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.
- 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.
- 2.7 The Hirer acknowledges that there is no parking provision on site except to the extent agreed in advance and in writing by the Church.
- 2.8 The Elders reserve the right to enter the Premises and remain on the Premises at any time during the Hire Periods.
- 2.9 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 refund the Hire Charge for that Hire Period.
- 2.10 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
- 2.11 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]
- 2.12 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.
- 2.13 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.

- 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.
- 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.
- 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 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.

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.
- 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 The Hirer must at the end of each Hire Period return any borrowed or hired items, equipment and furniture to their original location.

7.5 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.

7.5 additional signature

7.6 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).

7.6 additional signature

8 Termination of hiring agreement

8.1 The Elders may terminate this Agreement at any time on giving not less than 4 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 4 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. Liability

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

1. Rooms are available to hire on an hourly or half hourly basis by arrangement and the hire period will include set-up and clear-up time which will be charged for.

1.additional signature

2. The use of the premises is non-exclusive (There may be other's using other parts of the building at the same time as your booking)

3. Hirers will familiarise themselves with the **emergency information** displayed in the room of hire and inform their group of what to do in the event of an emergency.

3. additional signature

4. **Cleaning** equipment such as broom, dust pan and brush, vacuum cleaner are provided and are expected to be used by each organisation in order for item 7.5 of Schedule 1 above to be fulfilled.
5. Heating, lighting and water boilers should be turned off when not needed and **MUST** be turned off at the end of the hire period.
6. To comply with Public Health and Safety regulations a **FIRST AID BOX** and ACCIDENT RECORD BOOK are kept in the lower Main kitchen. Any accident involving personal injury must be entered in the accident book. Certain accidents must be reported on form 2508 (download from www.hse.gov.uk/forms/incident) to the address below:
Department of Environmental Health, PO Box 24, Council House, Solihull B91 3EG
7. **Parking.** See item 2.7 in Schedule 1 above. A Parking Control Scheme is in operation requiring all building users to display a valid permit (or for occasional users complete car details on the form issued by the Letting Administrator). Those using the car park as part of a hire agreement **MUST** be present on the premises. Parking in the Union Road carpark is limited to 25 spaces (marked 'CC') and cannot be guaranteed. It is for all users of the premises, not just one Organisation. Your consideration is invited, giving priority to disabled and less-mobile people. Spaces are not to be reserved. (Ample daytime parking is available in the multi-story across the Warwick Road).
The Church reserves the right to restrict parking, as necessary, for their own use (funerals etc.).
8. Use of **Kitchens.** This needs to be confirmed with your booking and an additional small charge will be made for its use for each session. No group has exclusive use of the kitchens and other groups may be using it at the same time. Organisations using the kitchens for the provision of food and drink must ensure they abide by Food Hygiene Regulations and have appropriate certification if it is required.

Special Conditions of Hire relating to COVID 19 pandemic

1. The Hirer must comply with all relevant government guidelines relating to COVID 19 whilst using the Premises for its activities.
2. All persons entering the Premises through whichever entrance will sanitise their hands on entering and face masks must be worn.
3. A distance of not less than 2 metres will be maintained between people at all times.
4. All equipment, inclusive of chairs and tables, and any touch points will be cleaned at the beginning and at the end of the hire period by the hirer, this includes the toilets, stairs (where relevant), and foyer areas. Cleaning materials for this purpose will be provided by the church for the hirer.
5. No refreshments, or refreshment facilities, are available on the premises during the COVID 19 pandemic. Do not store any refreshments on the premises. Individually packed items (such as bottled water) may be brought onto the premises for each hire period but all litter (such as water bottles etc) must be removed from the premises. An additional charge **WILL** be made if this instruction is breached.
6. There is no clinical waste bin on the premises. All clinical waste (eg. gloves, masks, disposable drinking vessels) must be removed from the premises.

Updated 20 July 2020