



**ST EDMUND'S PARISH CHURCH
HIRE AGREEMENT**

1. HIRE AGREEMENT

THIS AGREEMENT is made onday,20.....

BETWEEN: **The Parochial Church Council of the ecclesiastical parish of
St Edmund Roundhay ("PCC"),**

AND

(Name of Hirer)("Hirer")

(Address)
.....

(Postcode) (Email address).....

(Main contact person).....

(Landline telephone)..... (Mobile telephone).....

IN CONSIDERATION of the sum(s) set out in paragraph 5 below, the PCC agrees to permit the Hirer to use the premises (or part(s) thereof) specified in paragraph 3, for the sole period(s) and purpose(s) set out in paragraph 2, strictly SUBJECT TO the terms and conditions of hire.

2. PURPOSE OF HIRE

(Please specify e.g.
concert, meeting,
lecture, performance)

3. PREMISES SPACE(S) REQUIRED (please tick)

Main church and side chapel	
Main church only	
Side chapel only	
Church grounds	

ESTIMATED NUMBER OF ATTENDEES:

4.PERIOD(S) OF HIRE

All periods of hire MUST include time for setting up and clearing away. Hirers will only be able to access the premises during the periods of hire stated here and must vacate the premises by the end time stated.

Rehearsal/ Preparation hire time (complete if applicable)

Date(s):.....20..... (to20.....)

Start Time:..... To End Time:

Date(s):.....20..... (to20.....)

Start Time:..... To End Time:

(A) Total rehearsal/preparation hire time:.....(hours or part thereof)

Event hire time (complete in all cases)

Date(s):.....20..... (to20.....)

Start Time:..... To End Time:

(B) Total event hire time:.....(hours or part thereof)

TOTAL PERIOD OF HIRE (A+B):(hours or part thereof)

5.HIRE FEES

The fees for hiring the church are based on an hourly rate PLUS the fees indicated in the grid below. A damage deposit bond of £100 plus 10% of the total hire fee is taken on booking (min charge £25). The full balance is due 7 days prior to the event. If no damage or mess is left, then the damage deposit will be returned within 14 days of the event.

	FEES	AMOUNT FOR THIS HIRE
i) Hourly fee	(circle)	
Main church (£50 per hour or part thereof);	£45.00 ph	£ ph x hours
Main church & side chapel (£60 per hour or part thereof);	£60.00ph	= £
Grounds (by agreement).		
iii) Use of Piano	£30	}
iv) Use of Organ	£50	}
Winter payment	£50 per day	}
TOTAL HIRE FEE		£

FEES DUE ON BOOKING:

Damage deposit bond <i>(All bookings. Returnable within 14 days after the event if no damage or mess left)</i>	£100
10% of TOTAL HIRE FEE (or min £25)	£
TOTAL PAYABLE ON BOOKING	£

TOTAL HIRE FEE, less TOTAL PAYABLE ON BOOKING = Balance £.....

Balance is payable on or before.....[DATE]

Please make cheques payable to St Edmund's PCC or
by BACS – Account Name:- St Edmund's PCC
Sort Code 050156, Account Number 10375709
Reference "Church Hire"

6. USE OF EQUIPMENT

Please tick all that are required:

Projector & Screen		Changing Facilities	
Sound System		Servery (for refreshments)	<i>(nb. Hirer responsible for provision and clear away)</i>

Will alcohol be served? YES / NO

If so, a **Temporary Entertainment licence MUST be applied for and obtained** from Leeds City Council and a copy given to the church representative BEFORE the event can proceed.

7. TERMS AND CONDITIONS OF HIRE

7.1 Safeguarding

- 7.1.1 The Parochial Church Council of St Edmund's Roundhay has a policy for safeguarding children, young people and vulnerable adults. **Your booking agreement is conditional upon you complying with the Safeguarding Policy (copy attached), unless you already have an equivalent policy of your own.**
- 7.1.2 **You are required to ensure that children, young people and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage occurring; and**
- 7.1.3 **ensure that you carry full liability insurance for this.**

In particular, this means that:

- 7.1.4 if the activities involve children under 18 or vulnerable adults, the hirer MUST ensure that all relevant volunteers and staff have the required DBS checks in place and up-to-date;
- 7.1.5 you will comply with the attached good practice guide with children and young people or vulnerable adults unless you already have an equivalent;
- 7.1.6 you will provide the church with a copy of your organisation's Safeguarding Policy/ies or if you do not have one adopt the current parish policy;

- 7.1.7 you will recruit safely all current paid and voluntary workers who work with children and/or vulnerable adults, by obtaining satisfactory disclosures from the Disclosure and Barring Service where eligible, and keeping records of dates and disclosure numbers indefinitely;
- 7.1.8 you will keep a list of the names of all paid and voluntary workers with regular and direct contact with children/vulnerable adults, and update it annually;
- 7.1.9 you will always have at least two leaders over the age of 18 years in any group of children and young people, no matter how small the group;
- 7.1.10 no person under the age of 18 years will be left in charge of any children or young people of any age;
- 7.1.11 no child or group of children or young people should be left unattended at any time;
- 7.1.12 a register of children, young people or vulnerable adults attending the activity will be kept securely. This will include details of their name, contact details of parent/guardian/carer etc., date of birth and next of kin;
- 7.1.13 **you will immediately (within 24 hours) inform the Parish Safeguarding Officer of:**
 - 7.1.13.1 the occurrence of any incidents or allegations of abuse or causes of concern relating to members or leaders of your organisation, and contact details for the person in your organisation who is dealing with it;
 - 7.1.13.2 any known offenders against children or vulnerable adults seeking to join your membership, and manage such allegations or agreements with offenders in co-operation with statutory agencies, and with the church.

The Parish Safeguarding Officer for St Edmund's Roundhay is:

Name: CAROL MILBURN
E-mail: carol.milburn@ntlworld.com
Tel. No: 0113 225 0510 or 07711 616938

Declaration *(Please tick)*

I agree to abide by appropriate safeguarding procedures.

I understand that my booking agreement may be terminated in the event of my failing to comply with these procedures.

7.2 Insurance

- 7.2.1 Hirers must have their own insurance to cover the full range of activities that they undertake. The church's insurance does NOT cover hirer activity, nor damage to musical instruments or other equipment brought into the church by the Hirer.
- 7.2.2 The Hirer hereby agrees to indemnify the PCC, including against claims by third parties, for any loss or damage to the PCC, the church or any part of the church premises (including the contents or curtilage thereof) resulting from use and/or this hire.
- 7.2.3 Hirers **must provide evidence of having adequate insurance** to cover all legal and other liabilities which could arise, including (but not limited to) personal injury, damage to hirer or church property or the property of others arising out of the hirer's activities connected to this hire.

7.3 Health & Safety

- 7.3.1 Hirers must abide by the Health & Safety Policy for St Edmund's Church whilst on church premises. A copy can be found on the church website and on the policies noticeboard in church.

- 7.3.2 **Hirer responsibility:** Hirers are responsible for any accident or injury arising out of the activity for which they have booked the premises. It is the responsibility of the hirer to ensure that the premises are safe for the purposes for which they intend to use them.
- 7.3.3 **Risk Assessments:** As the Hirer is responsible for ensuring the safety and security of all those using the church during the period of hire, the hirer should complete their own risk assessment prior to the event. St Edmund's PCC cannot accept responsibility for any loss or injury incurred by the hirers, the hirer's employees, volunteers and/or guests while on the premises. The hirer is responsible for ensuring that appropriate third-party liability insurance is in place for the period of hire.
- 7.3.4 **Accidents:** The Hirer is required to complete details of any accident or incident occurring during their occupation of the premises which did, *or could*, give rise to injury as soon as possible after the accident or incident but in any case before the premises are vacated by the hirers after the event. A book is provided for this purpose and this is located at the servery (near the microwave).
- 7.3.5 **Accident reporting:** The following information should be recorded:
- 7.3.5.1 Name, address and telephone number of person(s) injured;
 - 7.3.5.2 Exact time and place of the occurrence
 - 7.3.5.3 Detailed description of accident or incident, including a description of any apparatus or equipment involved;
 - 7.3.5.4 Name, address and telephone number of any witness(es) to the accident
 - 7.3.5.5 Signed witness statements should be obtained if possible
 - 7.3.5.6 The hirer must notify Mr Douglas Kipling, 0113 2933041, as soon as possible after the accident and in every event within 24 hours.
- 7.3.5.7 Any apparatus or equipment involved must be retained for inspection.**
- 7.3.6 The hirer is responsible for supervision and security of the premises, its fittings and contents and the behaviour of those involved in the event. The hirer shall be responsible for observance of all laws and regulations affecting the premises imposed by licencing, fire, local or other authorities. The hirer must not add, alter or interfere with fixtures, fittings, lighting, heating, electrics or other equipment of the church.
- 7.3.7 Hirers must make sure that they know where fire extinguishers, fire exits and first aid kits are found. Information can be found on the noticeboard to the right of the south porch. The hirer is responsible for ensuring that there is no obstruction to fire exits and that users of the premises are aware of evacuation procedures during the period of hire.
- 7.3.8 The Hirer shall ensure that the building is left in a clean state and that all rubbish created during use of the premises is properly disposed of in the bins inside and outside. No food or food waste is to be left in the kitchen.
- 7.3.9 Church equipment is inspected on a regular basis. Items may be used with express permission of the PCC representative. Hirers are responsible for safety checks on equipment brought into the premises.
- 7.3.10 Hirers shall ensure that noise is not excessive. As the church is situated in a residential area, hirers should make every effort to ensure that neighbours are not disturbed – particularly at the end of their event as attendees are leaving.

7.4 Food and alcohol

- 7.4.1 Alcohol may be consumed on the premises, with PCC permission, PROVIDED that a Temporary Event Notice (TEN) is obtained prior to the event, which covers the period of hire AND a copy is provided to the PCC's representative ahead of the hire date. A copy of the notice must be displayed at the event.

- 7.4.2 The church is not licensed for the preparation of food. Any requirement to prepare food on the church premises should be discussed and agreed with the PCC representative. No consumables are provided by the church.
- 7.4.3 The hirer is responsible for ensuring that food is prepared and stored according to hygiene regulations. After use, hirers are responsible for ensuring that all kitchen items and surfaces are cleaned and put away.

7.5 Performing Rights

- 7.5.1 As a concert venue, events at St Edmund's Church attract Performing Rights Society (PRS) charges for performances of works within copyright. **The hirer hereby agrees to pay all PRS charges applicable (which are charged as a percentage of the net box office or on attendance, as applicable). PRS charges will be passed to the hirer by the PCC retrospectively and payment should be made within 14 days of receipt.** Hirers may, if they wish, submit their playlists in advance to for review in advance or telephone 01662 904245.

7.6 Damage

- 7.6.1 Any damage to premises or equipment must be reported immediately to the PCC representative. All damage and breakages must be paid for. The PCC reserves the right to retain the damage deposit.
- 7.6.2 The PCC is not liable for any loss or damage to property of the hirers or guests.

7.7 General provisions

- 7.7.1 This agreement constitutes temporary permission to use the premises for the times and purposes specified in this agreement and does NOT confer any tenancy or other right of occupation.
- 7.7.2 The Hirer shall not sub-let or use the premises for any unlawful or immoral purpose, nor bring onto the premises anything which may endanger the premises or users.
- 7.7.3 The PCC reserves the right to refuse to accept bookings which, in its sole discretion, it considers inappropriate, unbecoming or dangerous.
- 7.7.4 **Audio/Video and Broadcasting:** Hirers must not make audio, video or broadcast from the premises without the express written permission of the PCC. Any express permission for use of church WiFi and/or filming and/or streaming from church premises is strictly subject to the hirer complying with St Edmunds Wifi and/or Filming and Livestreaming policies.
- 7.7.5 **Smoking:** No smoking is permitted on any part of the church premises within the curtilage of the property. The hirer is responsible for ensuring that there is no smoking during the period of the hire.
- 7.7.6 **Furniture:** The Hirer agrees to assist in returning any furniture that is moved to its original position.
- 7.7.7 **Storage:** No storage is available on the premises except by express prior permission from the PCC representative.
- 7.7.8 **Access:** The Hirer may only have access to the premises during the time(s) specified on this hire agreement. The premises must be vacated by the agreed time.
- 7.7.9 **Car park:** Hirers are welcome to use the church car park free of charge on a first, come first serve basis, on the understanding that the car park is shared with users of the Scout & Guide HQ and the church hall. It is not possible to guarantee spaces nor exclusive use of the car park.
- 7.7.10 **Assignment:** The hirer shall not assign its rights or obligations under this agreement in whole or in part, without the prior written approval of the PCC.

- 7.7.11 **Variation:** No variation to this agreement is permitted except by express agreement between the Hirer and the PCC in writing.
- 7.7.12 **Force Majeure:** In no event shall the PCC be responsible or liable for any failure or delay in the performance of its obligations (or any part thereof) arising out of or caused by, directly or indirectly, forces beyond its control.
- 7.7.13 **Governing law:** This agreement is governed and construed in accordance with the laws of England and Wales.

7.8 Booking Procedure and fees

- 7.8.1 Bookings will only be accepted for events which are deemed, in the sole discretion of the PCC, to be compatible with the Christian witness of St Edmund’s church.
- 7.8.2 When making a booking, the Hirer will provide the PCC with (1) a signed and completed booking form, and (2) the damage deposit and (3) a non-returnable deposit of 10% of the Total Hire Fee (or £25, whichever the greater). Bookings only become valid once the PCC representative confirms the booking in writing.
- 7.8.3 The full balance for the hire must be paid by 7 days prior to the event at the latest.
- 7.8.4 PRS charges, where applicable will be passed on retrospectively and must be paid within 14 days of the date of the request.

7.9 Cancellations

- 7.9.1 If the Hirer wishes to cancel the booking, the PCC may at its absolute discretion, refund any fees paid (less the deposit).
- 7.9.2 In the event that the PCC cancels the booking, all fees paid by the Hirer shall be refunded.

- I accept these Terms and Conditions.
- I make application for the use of the church premises as set out above and agree to abide by the terms and conditions of hire.
- I accept liability for the property, personnel using the building and all activities during the period of hire.
- DATA PROTECTION:** I understand that my name, address and contact details will be used for the purposes of maintaining a record of this hire and to administer all matters in connection with or arising out of the booking. I consent to my data being used for these purposes and for the PCC representative and/or church officers to contact me in relation matters pertaining to the hire.

NAME (please print):.....

Signed (for the Hirer).....**DATE:**.....

NAME (for St Edmund’s PCC).....

Signed (for the PCC).....**DATE:**.....

Please return this form to the PCC representative:
Jean Livesey, 48 West Park Grove, Roundhay, Leeds LS8 2DY
Tel: 0113 293 7403 or email jlivesey@ntlworld.com