

**HIRING AGREEMENT
FOR CHURCH ROOM/CHURCH/HALL**

DATED

PARTICULARS

- (1) **The Incumbent** Being the Incumbent of the Benefice of []
]Team Vicar of the Parish of []
in the County of [] and Diocese of
[]
- and
- (2) **The PCC** Being the Parochial Church Council of the Parish of []
] in the County of []
and Diocese of []
- HIRES AND ALLOWS ACCESS TO
- (3) **The Hirer** [] of []
the property known as
- (4) **The Room(s)/ The Church/Hall** [] being the church of []
] in the parish of []
in the County of [] and Diocese of
[]
- (5) **Hire Period** Starting at [] am/pm on [] 200
For [] hours until [] am/pm on [] 200
Or every [Monday etc] starting at [] am/pm until [] am/pm
excluding Christmas, Easter and [other days to exclude]
- FOR
- (6) **Use Allowed** [] (subject to approval in accordance with clause [])
- PAYING to the PCC
- (7) **The Hiring Fee** £
AND
- (8) **The Deposit** £ being paid in accordance with clause 2.1

This agreement is granted on the terms appearing on the following 4 pages

SIGNED for and on behalf of the [] and the PCC

SIGNED for and on behalf of the Hirer

WHERE the Hirer intends to apply for a Temporary Event Notice under clause 2.7.4, such application is/is not approved:

.....
for and on behalf of the PCC

2. Hirer's Obligations

2.1 Payments

The Hirer agrees to pay to the PCC

2.1.1 The Hirer shall pay the Deposit (being at least one third of the cost of Hire Period) to the PCC at the signing of this agreement

2.1.2 The Hiring Fee less the Deposit at the end of the Hire Period

and the following sums on demand

2.1.3 Any fee payable for a Petition for a Faculty necessary for the Use Allowed

2.1.4 All sums incurred by the PCC in remedying any damage (other than those paid in accordance with clause 2.11) caused to the Church/Room/Hall during the Hire Period by the Hirer including, but not limited to:

2.1.4:1 Petition fees

2.1.4:1 Architect's or other professional's fees

2.1.5 Such further amounts as may be demanded in accordance with clause 2.18 END OF HIRE

2.1.6 Interest at the Law Society's interest rate on any payment due from the Hirer under this agreement when more than 14 days overdue, to be calculated from its due date

2.1.7 The Hirer agrees to pay all such rates, taxes, assessments and other liabilities as may be imposed upon the PCC or otherwise solely as a result of the Hirer's use or occupation. If rates, taxes, charges, assessments or other liabilities are imposed upon the PCC or otherwise which are higher than they would otherwise have been but for the Hirer's use or occupation, then the Hirer shall pay all such additional sums

Physical Condition

2.2 The Hirer shall ensure that the Church/Room/Hall is not damaged or defaced during the Hire Period and must immediately after the Hire Period report to the PCC any damage caused during the Hire Period to the Church/Room/Hall or any part of it

2.3 The Hirer shall pay the PCC the cost of any repair of any damage done to any part of the Church/Room/Hall during the Hire Period

Use of the Church/Room/Hall

2.4 The Hirer shall not use the Church/Room/Hall other than for the Use Allowed or allow the Church/Room/Hall to be used for any unlawful purpose or purpose inimical to the Church of England or in any unlawful way nor do anything or bring onto the Church/Room/Hall anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission

2.5 The benefit of this Agreement is personal to the Hirer and may not be passed to a third party

Supervision

2.6 The Hirer agrees with the [] and the PCC to be present during the Hire Period and will, during the Hire Period be responsible for supervision of the Church/Room/Hall the fabric and the contents; their care, safety from damage however slight; or change of any sort and the behaviour of all persons using the Church/Room/Hall whatever their capacity; including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

Licenses and compliance with statute

2.7.1 The Hirer shall be responsible for obtaining such licenses as may be necessary to permit the Use Allowed

2.7.2 The Hirer shall ensure that the terms of every statute authorising or regulating how the Church/Room/Hall is used are complied with and that any work to the Church/Room/Hall which any authority acting under any statute requires is done and that any licence or registration which is required or which the PCC requires is obtained renewed and continued (including but not by way of limitation) **(a)** compliance with statutes governing the preparation serving or selling of food **(b)** compliance with statutes governing the sale and consumption of intoxicating liquor **(c)** compliance with statutes governing persons working with or caring for children (including their engagement supervision and training) **(d)** obtaining any requisite licence for music entertainment dancing concerts or stage performances and **(e)** compliance with the conditions of such requisite licences AND the Hirer shall keep the PCC fully indemnified against all losses and demands made against

or suffered or incurred by the PCC arising out of all such matters.

- 2.7.3 If the Church/Room/Hall has a Premises Licence, then it shall only be used between the hours and for the purposes set out in that licence.

Licensing Act 2003

- 2.7.4 The Hirer shall not undertake or permit to take place any licensable activity (sale of alcohol, the provision of regulated entertainment or late night refreshment) on the premises without first having applied for (at least 14 days prior to the event) and obtained a temporary event notice pursuant to the Licensing Act 2003.

- 2.7.4.1 The Hirer shall not apply for a temporary event notice without the prior written approval of the PCC.

- 2.7.4.2 The Hirer shall supply the PCC with a copy of any temporary event notice issued, as soon as possible and in any case before the event.

- 2.7.4.3 The Hirer shall comply with the terms of any temporary event notice and also with the terms of the Licensing Act 2003.

Public Safety Compliance

- 2.8 The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays

Health and Hygiene

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

Electrical Appliance Safety

- 2.10 The Hirer shall ensure that any electrical appliances brought by him to the Church/Room/Hall and used there shall be safe and in good working order, and used in a safe manner with a residual current device and tested annually.

Indemnity

- 2.11 The Hirer shall indemnify the [] and the PCC for the cost of repair of any damage done to any part of the

Church/Room/Hall including the curtilage thereof or the contents of the buildings which may occur before, during and after the Hire Period as a result of the hiring.

- 2.12 The Hirer shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the Church/Room/Hall.

- 2.13 The PCC shall ensure that it has the appropriate level of insurance necessary as a result of this Agreement.

Accidents and Dangerous Occurrences

- 2.14 The Hirer must report all accidents involving injury to the public to the PCC as soon as possible. Any failure of equipment (either belonging to the PCC or brought in by the Hirer) must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The PCC Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

Animals

- 2.15 The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Church/Room/Hall, other than for a special event agreed to by the PCC and no animals whatsoever are to enter the kitchen at any time.

Compliance with The Protection of Children Act 1999 and Protection of Vulnerable Adults

- 2.16 The Hirer shall ensure that any activities for children comply with the provisions of The Protection of Children Act 1999, The Children Act 1989 and any other relevant legislation together with any conditions required by Social Services and that only fit and proper persons have access to the children. The Hirer shall ensure that the children are protected at all times by taking all reasonable steps to prevent injury, loss or damage occurring and by ensuring all necessary Child Protection checks have been undertaken. It is the responsibility of the Hirer to ensure the protection of any vulnerable adults using the Church/Room/Hall. The PCC accepts no responsibility for the Hirer's failure to comply with these requirements.

Fly Posting

2.17 The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Church/Room/Hall. Failure to observe this condition may lead to prosecution by the local authority.

Sale of Goods

2.18 The Hirer shall, if selling goods in the Church/Room/Hall comply with fair trading laws and any code of practice used in connection with such sales.

Hirer's booking cancellation

2.19 If the Hirer wishes to cancel the booking before the Hire Period and the PCC is unable to conclude a replacement booking, the question of the payment or the repayment of the Hiring Fee shall be at the discretion of the PCC.

End of Hire

2.20 The Hirer shall be responsible for leaving the Church/Room/Hall and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the PCC shall be at liberty to make an additional charge.

Noise

2.21 Hirer shall ensure that the minimum of noise is made on arrival and departure.

Discrimination

2.22 Hirer shall ensure that the Race Relations Act 1976 and the Sex Discrimination Act 1975 are complied with.

3. Miscellaneous Provisions

Unfit for Use

3.1 If the Church/Room/Hall or any part thereof is rendered unfit for the use Allowed (or if such use would be in breach of any statutory, planning or other restriction) the PCC shall not be liable to the Hirer for any resulting loss or damage whatsoever.

Refusal of Booking

3.2 The [] and the PCC reserve an absolute right to refuse a booking

3.3 The [] and the PCC also reserve an absolute right to cancel this Hiring Agreement at any time either before upon giving 7 days notice in writing to the Hirer or during the Hire Period itself.

Warranty of Suitability

3.4 The [] and the PCC give no warranty that the Church/Room/Hall are/is legally or physically fit for the Use Allowed.

4. Public Entertainment Licences (if applicable)

4.1 The Hirer hereby acknowledges receipt of a copy of the conditions of the Public Entertainment Licence/Theatre Licence for the Church/Room/Hall.

4.2 The Hirer, being a person over 18 years of age, hereby accepts responsibility for being in charge of and at the Church/Room/Hall at all times when the public are present and for ensuring that all conditions of the Public Entertainment/Stage Play Licence relating to management and supervision of the Church/Room/Hall are met.

4.3 The Hirer acknowledges that she/he has received instruction in the following matters:

4.3.1 The action to be taken in event of fire. This includes calling the fire brigade and evacuating the Church/Room/Hall.

4.3.2 The location and use of fire equipment.

4.3.3 Escape routes and the need to keep them clear.

4.3.4 Method of operation of escape door fastenings (if any).

4.3.5 Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

4.4 In advance of the entertainment or play the Hirer shall check the following items:

4.4.1 That all fire exits are unlocked and panic bolts in good working order.

4.4.2 That all escape routes are free of obstruction and can be safely used.

4.4.3 That any fire doors are not wedged open.

4.4.4 That exit signs are illuminated.

- 4.4.5 That there are no obvious fire hazards at the Church/Room/Hall.
- 4.5 There shall, in addition to the Hirer, be a minimum of [] competent attendants on duty at the Church/Room/Hall to assist people entering and leaving, none of who shall be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be not less than [].
- 4.6 All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the fire brigade and evacuation procedure.

Capacity

- 4.7 The number of people in the Church/Room/Hall shall not exceed for dancing, or seated the number permitted under the entertainment or premises licence granted in respect of the premises, hereinafter called "The Licence".

Means of Escape

- 4.8 All means of exit from the Church/Room/Hall must be kept free from obstruction and immediately available for instant free public exit.
- 4.9 The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the Church/Room/Hall is occupied (if not operated by an automatic mains failure switching device).

Outbreaks of Fire

- 4.10 The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the secretary of the PCC.

Dangerous Performances

- 4.11 Performances involving danger to the public shall not be given.

Explosives and Flammable Substances

- 4.12 Highly flammable substances shall not be brought into, or used in any portion of the Church/Room/Hall.
- 4.13 No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the PCC.

Heating

- 4.14 No unauthorised heating appliances shall be used in the Church/Room/Hall when open to the public without the consent of the PCC.
- 4.15 Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

Hours of Opening

- 4.16 The Church/Room/Hall shall not be used for public entertainment other than during the Hire Period unless special permission has been issued by [] District Council or Unitary Authority and by the PCC.

5. Approval of Use Allowed

- 5.1 Prior to this Agreement being entered into the Hirer shall let the [] and the PCC know what exactly the Use Allowed is going to be.
- 5.2 The [] and the PCC reserve the right to refuse a proposed booking if the proposed Use Allowed would be contrary to the beliefs of the Church of England or would be unsuitable as determined (in their absolute discretion) by the [] and the PCC.
- 5.3 If it comes to the [] and the PCC's attention during the Hiring Period that the Use Allowed is contrary to the beliefs of the Church of England or otherwise unsuitable as determined in clause 5.2 then the [] and the PCC can bring a Hiring Period to an end immediately.

No Exclusive Use

6. The PCC reserves to itself the right to use the Church/Room/Hall whenever it deems necessary.