

# WHITSTABLE BAPTIST CHURCH

## Conditions of hire and Important Information

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These conditions apply to all hiring all or part of Whitstable Baptist Church's premises and they form part of the Agreement for hire between Whitstable Baptist Church (referred to as "the Church") and the person who has signed the Booking Form (referred to as "the Hirer"). If you are in any doubt as to the meaning of any of the following conditions please consult the Halls Hire Manager.

### 1. Fees & Cancellation

The agreed fee for the use of the premises must be paid in advance of the hiring together with a deposit of £50.00. Such deposit will be refunded within 7 days of the hiring, cancellation or termination unless there has been any damage to the accommodation or the Church's furniture and equipment for which the Hirer is responsible and in which the Church shall be entitled to retain the whole or part of the deposit as security for the cost of rectifying such damage.

If the Hirer wishes to cancel a confirmed booking within 2 weeks of the agreed date the Hirer must pay 50% of the balance of the charge due. If the Hirer wishes to cancel a confirmed booking within 1 week of the agreed date the Hirer must pay 100% of the balance of the charge due.

### 2. Use of Premises

The Church retains control, possession and management of the premises and the Hirer has no right to exclude the Church from the premises.

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

The Hirer shall not use the premises for any purpose other than that described 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 anything that may endanger the same or render invalid any insurance policies.

The hire of the premises does not include use of outside areas unless specifically agreed beforehand.

The Church may be entitled at any time, on giving reasonable notice, to require the Hirer to transfer to alternative or comparable space elsewhere on the premises.

The Hirer has the responsibility to notify the Church of any defect in the premises or in any of the Church's furniture or other equipment in the premises.

### 3. Supervision

The Hirer must be at least 18 years old and shall, during the period of the hiring, be responsible for:

- supervision of the premises;
- the fabric and the contents – their care, safety from damage (however slight) or change of any sort;
- the behaviour of all persons using the premises whatever their capacity – including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

The Hirer is responsible for all damage (other than fair wear and tear) to the premises or any of the Church's fixtures and fittings or equipment which is occasioned in whatever way by the use of the accommodation.

### 4. End of Hire

The premises used must be left in a clean and tidy condition with all furniture and equipment left as agreed at the commencement of the hiring and the Hirer must ensure that all lights are switched off, taps turned off and all doors and windows properly secured.

All rubbish and recycling must be removed from the premises.

The Hirer must not leave in the premises any equipment, furniture or articles of any kind unless by prior written agreement from the Church who reserve the right to charge a separate fee for the provision of any such storage facilities.

### 5. No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior approval of the Halls Hire Manager. The driving of nails, screws, staples etc into the building structure for the erection of decorations is forbidden. Any alteration, fixture or fitting or attachment so approved shall, at the discretion of the Church, remain in the premises as the end of the hiring. It will become the property of the Church unless removed by the Hirer, who must make good any damage caused to the premises by such removal, to the satisfaction of the Church.

## **6. Safeguarding children, young people and vulnerable adults**

The Hirer must ensure that any activities for children, young people and other vulnerable adults are only provided by fit and proper persons in accordance with the latest safeguarding legislation and regulations. When requested, the Hirer must provide a copy of their Safeguarding Policy and evidence that they have carried out relevant checks through the Disclosure and Barring Service.

## **7. Smoking / Alcohol / Drugs**

The Hirer must ensure that during the use of the premises (both inside and outside areas):

- no persons smokes or vapes;
- no alcohol is supplied or consumed;
- no illegal drugs are brought onto the premises.

**Note:** any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises.

## **8. Gaming, Betting and Lotteries**

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

## **9. Indemnity**

The Hirer must provide evidence of adequate insurance in force for all legal liabilities that could arise, including death or personal injury, to third parties (including employees and volunteers), or damage to the Church property or the property of others, arising out of their occupations and activities whilst at the premises. **A copy of the insurance certificate is required for our files.** The Hirer agrees that the Church accepts no responsibility for injury or loss to person or property arising out of the use of the accommodation apart from such injury or loss which arises from the Church's responsibility for the general maintenance of the accommodation. The Hirer will keep the Church indemnified against any claim for which the Church is not responsible.

## **10. Public Safety Compliance**

The Hirer acknowledges that they have received instructions on the following matters:

- The action to be taken in the event of a fire. This includes calling the Fire Brigade and evacuating the premises.
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

In advance of any activities on the premises the Hirer shall check the following:

- That all fire exits are unlocked and panic bolts are in good working order.
- That all escape route are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That there are no obvious fire hazards on the premises.

## **11. Health & Safety**

The Hirer will comply with the provisions of the Church's Health & Safety Policy (a copy of which will be provided with this document) and will ensure that all those using the premises are aware of the appropriate safety procedures.

## **12. Health & Hygiene**

Where the Hirer has arranged to use the kitchen on the premises for the preparation, cooking or reheating of food they shall comply with all relevant food health and hygiene legislation and regulations and at least one person involved must hold a Level 2 Food Safety & Hygiene Certificate (which must be provided on request). A copy of the Kitchen Rules will be provided with this document.

## **13. Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought by them to the premises for use shall be safe, in good working order, have a valid Portable Appliance Test and be operated in a safe manner.

## **14. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without written consent of the Church. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

## **15. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to persons on the premises for the duration of the hire period to the Halls Hire Manager as soon as possible and complete the relevant section of the Church's accident form. Any failure of equipment belonging to the Church or brought in by the Hirer must be reported as soon as possible to the Halls Hire Manager.

**16. Explosives and Flammable Substances**

The Hirer shall ensure that:

- Highly flammable substances are not brought into, or used in any part of the premises and that
- No internal decorations of a combustible nature (eg polystyrene, cotton wool) shall be erected without the consent of the Halls Hire Manager. No decorations are to put up near light fittings or heaters.

**17. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Halls Hire Manager. No animals whatsoever are to enter the kitchen at any time.

**18. Fly Posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified the Church accordingly against all actions, claims and proceedings arising for any breach of this condition.

**19. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, give due consideration to premises and householders living in proximity to the Church and the public nuisance that this may cause.

**20. Termination of Agreement**

The Church may terminate the hire agreement immediately at any time if there is a breach of these conditions.

**I AGREE TO ABIDE BY THE ABOVE CONDITIONS**

**Name** .....

**Signature** .....

**Date** .....

**Position in organisation** .....