

# ***Plymstock United Church***

## **INFORMATION ON HIRING CHURCH PREMISES, BOOKING AGREEMENT AND CONDITIONS OF HIRE**

If you wish to make a booking, you should complete the 'Booking Agreement form' and return it as soon as possible. If the application is accepted, you will receive a copy of the application *[containing a signed booking confirmation/by confirmation email]*.

Please only complete the application after reading, understanding and accepting the important documents listed below and satisfying yourself about the suitability of the premises.

Any requested hire charges and any security deposit detailed in the booking confirmation must be paid as specified in the confirmation.

**Safeguarding of children and adults at risk is paramount importance. If you are proposing activities involving these groups we will require you to follow your own, or adopt the example Safeguarding Policy available on the Church Website.**

You are advised to check the suitability and availability of the premises and the equipment to be hired (both in terms of specification and hire charges) with the owners' agent detailed below, before proceeding any further with an application.

### **Important documents**

By making an application, receiving a booking confirmation and using the premises you are accepting the 'Conditions of Hiring Church Premises' *[and the 'Rules and Regulations']* contained within the application. You should also ensure that you have obtained a copy and understand the owners' Evacuation and Fire Emergency Plan and Health and Safety policy. A Safeguarding Policy is required as detailed above.

The Church representative detailed below can provide the latest versions of these and will be your contact for this application.

### **Church Contact**

Pauline Woodward, Booking Sec. Email: [bookings@plymstock.org](mailto:bookings@plymstock.org)

**By making payment of the Hire charge(s) and/or occupying the Premises the applicant Hirer acknowledges that:**

- 1 This Application is made subject to the Conditions of Hire for Church Premises ('the Conditions') *[and the 'Rules and Regulations']* which have been read, understood and accepted by the Hirer and will be observed by the Hirer and all those persons using the Premises pursuant to this Application, but in the event of any discrepancy between the Conditions and the information in this Application, the provisions of this Application shall prevail.
- 2 The Hirer has read, understood and agrees to follow Church Policies:
  - **Evacuation and Fire Emergency Plan**
  - **Health and Safety policy.**
- 3 The Hirer has read and understood the **Safeguarding Policy** to be followed and will implement it. *The Hirer will 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 This Hiring Agreement is not intended to confer exclusive possession on the Hirer and that accordingly no tenancy of the Premises is intended to be created. The Premises remain under the control of the Owners who reserve the right to enter the hired space at any time and for any reason. Where any temporary storage facilities are provided under this Application this is not on an exclusive basis and the Owners reserve the right to relocate any stored goods at any time and for any reason.

**PLYMSTOCK UNITED CHURCH ('the Church')**  
**CONDITIONS OF HIRING CHURCH PREMISES ('the Conditions')**

- 1 In the Conditions:
  - 1.1 'The Application' means the accepted application to hire premises.
  - 1.2 'The Owners' means The Trustee (The United Reformed Church (SW Synod) Inc), the Church or their Agent.
  - 1.3 'The Hirer' means the person making the Application and any group / organisation for whom he / she is acting. Any liability under the Conditions of such person and such group / organisation shall be joint and several.
  - 1.4 'The Premises' means the areas, spaces, facilities, equipment and parking spaces more particularly defined and agreed in the Application and the access provision thereto.
  - 1.5 'Rules and Regulations' means any rules made by the Owners from time to time for the use of the Premises, including any shared areas or facilities.

**Payments**

- 2 The Hirer shall make all payments to the Owners in the manner and on the due dates agreed in the Application.
- 3 The Owners reserve the right to review and increase the Hire Charge(s) and Security Deposit payable pursuant to the Application.
- 4 The Owners will repay any Security Deposit to the Hirer without interest within 7 days of the last hire, less any deductions made by the Owners to cover any unpaid sums due under the hire and the actual or anticipated cost of remedying any breach of the Conditions.

**Use of premises**

- 5 The Hirer acknowledges that this hiring agreement confers permission to access and use the Premises only for the Purpose on the date(s), day(s) and times(s) agreed in the Application, the benefit of which cannot be assigned to any third party, and further that no relationship of landlord and tenant between the Owners and the Hirer or any other rights of occupation are created.
- 6 The Hirer is responsible for ensuring that not more than the number of persons agreed in the Application shall be allowed in the Premises at any one time.
- 7 Where keys, keycards or access codes are issued to the Hirer, the Hirer acknowledges that the keys or keycards: remain the property of the Owners; are for the use of the nominated keyholders only; are not to be copied or passed to any other person, and; where an access code is provided to the Hirer, that they must remain confidential and not be communicated to any other individual. Keys cannot be issued to anyone who has been convicted or cautioned concerning abuse of children, young people or adults at risk.
- 8 The Hirer acknowledges that the Owners give no warranty that the Premises are legally or physically fit for the hire.
- 9 The Hirer acknowledges that all persons using the Premises or bringing belongings onto the Premises do so entirely at their own risk.

- 10 The Hirer or another authorised person of any group / organisation for whom he / she is acting shall be present throughout the hire period to be responsible for the safe and efficient supervision of the Premises, including but not limited to the effective control of all persons present and the orderly and safe departure of all persons from the Premises in the case of an emergency evacuation.
- 11 The Hirer acknowledges that parking will be in the church car park at the rear of the building and all vehicle movements will give consideration to the neighbouring properties.
- 12 The Owners reserve the right to enter the Premises and remain on the Premises during the hire at any time.
- 13 The Owners may put a stop to any hire which in their opinion is not properly conducted or does not respect the special status of the Premises, or which may interfere with the activities of the Owners or other hirers, or which may infringe any of the Conditions, or which might compromise the ministry and mission of the United Reformed Church.

### **Compliance with rules and regulations**

- 14 The Hirer must comply with all Rules and Regulations where they have been provided to the Hirer either in writing or by email.
- 15 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 Owners) 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 intended. Further to which 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.
- 16 The Hirer acknowledges that to comply with current legislation, smoking and the sale of alcoholic beverages are not permitted on any part of the Premises.
- 17 The Hirer acknowledges that pets and animals (except assistance animals) are not permitted in the Premises except to the extent agreed in advance and in writing by the Owners.
- 18 The Hirer must not bring into the Premises any contaminative or hazardous substances, or anything of an especially combustible, inflammable or explosive nature.
- 19 The Hirer must not display any form of external advertising at the Premises, except to the extent agreed in advance and in writing by the Owners, but may appropriately signpost their location during the period of a hire session.

### **Safeguarding**

- 20 The Hirer is responsible for ensuring 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.
- 21 The Hirer is responsible for ensuring that children, young people and adults are protected at all times by taking all reasonable steps and by having any necessary insurance in place.
- 22 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.

- 23 The Hirer must abide by their adopted Safeguarding Policy. An example is available for use on the church web-site.

### **Public safety**

- 24 The Hirer must abide by the Church's Evacuation and Fire Emergency Plan.
- 25 The Hirer must not obstruct any means of exit from the Premises.
- 26 The Hirer must observe all relevant food health and hygiene legislation.
- 27 The Hirer must ensure that any electrical appliances brought onto the Premises are safe, in good working order and used in a safe manner.
- 28 All accidents involving injury to members of the public must be recorded in the appropriate accident book and be notified to the Owners as soon as possible.

### **Repair, damage, insurance and indemnity**

- 29 The Hirer is responsible for any loss or damage to the Premises (which for the avoidance of doubt includes its electrical installations) and for any loss, theft of, or damage to any property on the Premises (which for the avoidance of doubt includes any fittings or furnishings belonging to the Owners) arising out of the hire, or while persons are entering or leaving the Premises pursuant to the hire, howsoever and by whomsoever caused.
- 30 The Hirer is responsible 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.
- 31 The Hirer 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.
- 32 The Hirer must report any matters of potential interest to the Owners, such as damage, howsoever caused or arising from their use of the Premises, or their breach of the Conditions, whether directly or indirectly in any manner whatsoever.
- 33 The Hirer shall indemnify the Owners 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 the Conditions, whether directly or indirectly in any manner whatsoever.
- 34 The Hirer acknowledges that the Owners' 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 Owners reserve the right to insist that such insurance is arranged and a copy provided.
- 35 The Owners are not responsible for any loss due to any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction or Act of God, which may cause the Premises to be temporarily closed or the hire to be interrupted or cancelled.

### **End of each hire session**

- 36 The Hirer must fully vacate the Premises by the time agreed in the Application.
- 37 Any property brought into the Premises for any reason arising out of the hire session or otherwise, must be removed at the end of each hire. The Owners shall not be responsible for any property left behind in any event.
- 38 The Hirer must not store any property on the Premises, except to the extent agreed in advance and in writing by the Owners. Where permission is granted, this is not intended to confer exclusive possession on the Hirer and no tenancy of the Premises is intended to be created. The Owners reserve the right to relocate stored goods at any time and for any reason.
- 39 The Hirer must at the end of each hire session return any borrowed or hired items, equipment and furniture to their original location.
- 40 The Hirer must at the end of each hire session ensure that the Premises are left in a clean, orderly and smoke free state. Failure to adequately clean the Premises and remove all rubbish arising from the hire may result in an additional charge for cleaning.
- 41 The Hirer must at the end of each hire session 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).

### **Termination of hiring agreement**

- 42 The Owners reserve the right to cancel any hire on giving not less than the Notice Period specified in the Application (except in the event of emergencies when less notice than the Notice Period may be given) and to cancel the hire at any time in the event of any material breach of the Conditions.
- 43 The Hirer must give the Notice Period specified in the Application to the Owners of any cancellation of the hire, otherwise the applicable Hire Charge(s) will be payable.
- 44 Service of such cancellation notices is sufficient if it is in writing or by email to the Hirer or to the Owners' Agent.
- 45 The hiring agreement terminates on the specified End Date unless terminated earlier.
- 46 The Hirer must return any keys or keycards to the Premises which have been issued at the earliest opportunity following the end of the hiring agreement. A written receipt for the keys or keycards must be obtained.

## PLYMSTOCK UNITED CHURCH

### RULES AND REGULATIONS FOR HIRING CHURCH PREMISES ('the Rules and Regulations')

These Rules and Regulations are supplementary to the Conditions of Hiring Church Premises as set out in 1.5 of the Conditions.

- 1 Out of respect to other users and our neighbours, all users shall **conduct** themselves in a reasonable and considerate manner whilst arriving, using and leaving the premises.
- 2 It may become necessary to relinquish a booking on a specific occasion in order that **funerals, weddings and Church Member's Meetings** may take place. In such instances reasonable notice will be given, and the costs of the session will be refunded or credited.

#### ACTIVITIES

- 3 No activities which are in **conflict with the Christian gospel** and the Church's Mission Statement, nor any **acts of worship** other than Christian worship, are permitted on the premises. The Church reserves the right to refuse requests for hire which, in the opinion of the Church, are either contrary to the purposes and beliefs of the United Reformed Church, or where the Church considers that such activities may cause offence, on grounds of their religion or belief, to a significant number of Christians.
- 4 No **gambling**, including raffles and bingo, without prior agreement
- 5 No Professional **Disco** equipment to be used on the premises, Discos using home music equipment need prior agreement (must be noted on the Booking Agreement form, Nature of Activity).

#### CARE OF PREMISES

The church does not employ a caretaker, therefore...

1. Premises shall be left **clean and tidy** upon departure, including:-
  - (a) chairs stored;
  - (b) floor swept;
  - (c) electrical and gas appliances turned off;
  - (d) work surfaces & basins/sinks cleaned;
  - (e) all **rubbish** created by the activity **to be taken away** from the premises.
2. The group/activity organiser must **sign in** at the start of the session, and at the end of the session must:-
  - (a) check all toilets have been flushed and no taps are left running
  - (b) ensure **all 8** external doors are locked
  - (c) **sign out**
3. All groups shall have a nominated and recognised **Group Leader**, responsible for signing the group in and out of the building using the register on the Foyer counter. No register of group members needs to be kept if the Group leader assumes responsibility to ensure that in the event of an emergency evacuation (such as the alarms sounding) s/he checks that all group members have left the building and are present at the assembly point. This will entail a physical check of the building where safe to do so. The Group Leader must also delegate someone to **phone 999** and ask for the Fire Brigade. Church address: **70-74 Plymstock Rd PL9 7PB**