

Hiring Agreement for Ripley Church room

The date this agreement is made on

Between the Parochial Church Council (PCC) of St Mary Magdalene, Ripley

and the person(s) or body name below ("The Hirer") whereby in consideration of the sum(s) mentioned in paragraph 4 below:-

Part A: The PCC agree to permit the Hirer to use the premises or parts of the premises designated in paragraph 3 for the purposes and the period(s) and at the hiring fee specified below:-

1. Purpose of hiring.....

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2. Period of hiring

Date(s)

Hours from

3. Description of rooms and facilities to be hired:.....

.....

4. Hiring Fee £.....

Less deposit received £.....

Balance £.....

Payable on or before.....

5. Name of PCC's authorised representative:

Representative's Address:

Representatives Telephone Number:

Part B The HIRER agrees to observe and perform the provisions and stipulations contained or referred to in the PCC’s ‘Conditions of Hire’ for the time being in force and as annexed hereto and in such rules (if any) governing the use of the premises (“The Rules”) and as the PCC may for the time being impose and of which the Hirer has been notified.

6. Hirer

Organisation (if applicable):

Address of Hirer:

Telephone number of Hirer:.....

Standard Conditions of Hire:

1. The HIRER shall pay as a deposit at least one third of the cost of the booking. Such deposit shall only be refundable to the Hirer in the event of the PCC cancelling the booking. The PCC reserves the right to cancel the booking if exceptional unforeseen circumstances arise.

2. The HIRER shall pay the balance of the fees due before the conclusion of the booking, as may be directed by the PCC. If the Hirer wishes to cancel the booking and the PCC is unable to arrange a replacement booking, the PCC may at its absolute discretion refund the fees (less the deposit) but shall be under no obligation to do so. In the event of the PCC cancelling the booking all fees (including the deposit) paid by the Hirer shall be refunded.

3. The HIRER shall ensure that the Rules (if any) governing the use of the premises are complied with.

4. The HIRER shall during the period of hiring, be responsible for supervision and security of the premises, including proper supervision of car parking arrangements (if any) so as to avoid obstruction of the highway.

5. The HIRER shall be responsible for obtaining any local authority or other licences necessary in connection with the booking, other than those (if any) already held by the PCC.

6. The HIRER shall be responsible for making adequate arrangements to insure against any third party claims which may lay against the Hirer or her/his organisation whilst using the premises.

7. The HIRER shall be responsible for the observance of all regulations affecting the premises imposed by the Licencing Justices, the Fire Authority and the Local Authority or otherwise.

8. The HIRER shall not sub-let or use the premises for any unlawful purpose or in any unlawful way to do anything or bring onto the premises anything which may endanger the premises, their users, or any insurance policies relating thereto.

9. The HIRER shall indemnify the PCC in respect of the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the building during, or as a result of, a booking and in respect of any liability to third parties or otherwise arising out of the use of the premises pursuant to the booking

10. The HIRER shall, if selling goods on the premises, comply with all relevant fair trading laws and any local code of practice issued in connection with such sales.

11. The HIRER acknowledges that no tenancy is intended to be created between the PCC and the Hirer and no relationship of landlord and tenant exists between them.

12. The HIRER is reminded that they are responsible for any accident or injury arising out the activity for which they have hired the premises. It is the responsibility of the Hirer to ensure that the premises are safe for the purpose for which they intended to use them. The HIRER must, in the event of an accident, complete the accident book located in:

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providing the information requested in part C of this document.

13. The HIRER shall abide by the PCC Safeguarding Policy, signing the statement provided at the end of this agreement (Part D) to acknowledge that this has been seen and that all concerns relating to the abuse of vulnerable groups will be reported to the relevant statutory authority.

AS WITNESS to the hands of the parties hereto

SIGNED by the person names in paragraph 5 of this hiring agreement, on behalf of the PCC.

..... Date

SIGNED by the person named in paragraph 6 of this hiring agreement, on behalf of the Hirer.

..... Date

Part C – Accidents

The HIRER(S) of the Church Room is/are 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 hirer(s) after the event.

Person injured:

Name

Address

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Telephone number

Time of incident

Place incident occurred

Detailed description of accident/incident (including a description of any apparatus or equipment involved) *continue on a separate sheet if necessary*

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Witnesses: (Signed witness statements should be obtained wherever possible)

Name:

Address:

Telephone:

Name:

Address:

Telephone: