

STANDARD CONDITIONS FOR HIRE EMMANUEL CHURCH TOLWORTH

1. Policies and Notices

The Church's Privacy Notice, Safeguarding Policy, Health & Safety Policy, Premises Letting Policy and Statement of Faith are all available for the Hirer to view on request to the office administrator.

2. Acceptance of Conditions and basis of Hire

- 2.1 The use of the Premises or part of the Premises is permitted only on the basis of these Conditions. The completion of the Hiring Agreement shall constitute an acceptance of the Conditions.
- 2.2 The Hirer acknowledges that no tenancy is intended to be created and no relationship of landlord and tenant exists between the Church and Hirer, and the Hiring Agreement does not confer any other right of occupation on the Hirer.
- 2.3 The Hirer shall not sub-hire or assign to any third party the Premises nor the benefit of the Agreement. The Hirer shall not permit during the Hire Period any other party to use the part or parts of the Premises included in the Agreement.
- 2.4 The Church reserve the right of entry for its representative, a police officer on duty or a member of the ambulance service, fire brigade or a safety officer, to access to and remain on any or all parts of the Premises at all times. The Church also reserves the right to refuse admission to, or remove from the Premises, any person or persons without stating any reason therefor. The Church shall not be liable to pay any refund or compensation arising from such exclusion.
- 2.5 The Church reserves the right to cancel any session of the hire on giving not less than the Notice Period (7 days for "The Church", except in case of emergency when less notice than the Notice Period may be given) and to terminate the Agreement at any time in the event of a material breach of any of the Conditions.
- 2.6 The Hirer must give the Notice Period (14 days for "The Hirer") to the Church of any cancellation of a session of the hire for the Church to refund the Hiring Fee. If the Hirer wishes to cancel a booking before the Hiring Period commences where there is not sufficient time for the Notice Period and the Church is unable to arrange a replacement booking, the Church may at its absolute discretion refund the Hiring Fee(s) (plus the Security Deposit), but shall be under no obligation to do so. In the event of the Church cancelling the booking, prior to the commencement of the Hiring, all Hiring Fees (including the Security Deposit) paid by the Hirer shall be refunded.
- 2.7 Service of such cancellation notice is sufficient if it is in writing to the respective addresses of the Hirer and the Church or by email to the Hirer or to the Church at the email addresses shown in the Agreement.
- 2.8 The Church reserves the right to refuse a request for hire for activities which are either contrary to the purposes and beliefs of Emmanuel Church Tolworth or where such use or activities may cause offence to Christian believers, on grounds of their religion or belief (as set out in Emmanuel's Church Premises Letting Policy).

3. Payment of the Security Deposit and Hire Fees

- 3.1 The Hirer shall make all payments to the Church in the manner and on the due dates set out in paragraphs 9 10 and 11 of the Agreement.
- 3.2 The Security Deposit, should it be required, is to be held by the Church against the arrears of the Hiring Fee and the cost or anticipated cost of damage to the Premises or replacement of fittings at the Premises where damage is caused during the Hiring Period and the Church will retain as much as it considers necessary to cover such cost, without prejudice to Conditions 14 in below.

4. Use of the Premises

- 4.1 The Hirer shall only use the Premises for the Purpose of Hiring described in the Hiring Agreement.
- 4.2 No pets or animals (except assistance dogs) are permitted to be present on the Premises.
- 4.3 No contaminative or hazardous substances nor anything of an especially combustible, inflammable or explosive nature may be brought on to the Premises.
- 4.4 Nuts are not permitted on the Premises at any time, including as an ingredient in any food brought onto the Premises.
- 4.5 No bolts, nails, tacks, screws, pins, hooks, spikes, strong adhesive or other such like objects may be used or driven into in or on any part of the Premises or its fabric furnishings and no decorations are to be put up near light fittings.
- 4.6 The Hirer shall not permit more than the maximum number of people shown in the Agreement to be at the Premises at any one time.
- 4.7 The Hirer shall during the Hiring Period be responsible for supervision and security of the Premises, protection of the fabric and contents from damage and the behaviour of all persons using the Premises. The Hirer shall ensure that no drunk and disorderly, abusive or violent person is permitted to enter, remain or otherwise make use of the Premises. The Hirer is responsible for maintaining adequate control, supervision and quiet and orderly conduct of the Premises. The Hirer shall not cause or permit to be caused any nuisance to other occupiers of the Premises or any adjoining premises and will take particular care to ensure that the minimum of noise is made on arrival and departure from the Premises.
- 4.8 The Hire is not permitted to make use of any of the outdoor areas of the Premises for any part of their hire.

5. Signage and Advertisements

No external or internal decorations, flags, emblems, posters, placards, advertisements or notices shall be displayed upon or outside the Premises without the previous express consent of the Church or the Church's Representative.

6. Electrical Equipment and Installation

The Hirer shall ensure that any electrical equipment used by the Hirer on the Premises shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989 (as amended from time to time). The Hirer is not permitted to bring any small electrical appliances into the kitchen for use during the hire.

7. Smoking, Drugs, Alcohol, Gaming and Trading

The Hirer shall not allow smoking or the consumption of drugs or any other illegal substances on the Premises. The Hirer will ensure that during the Hiring Period no alcohol is purchased or sold on the Premises. The Hirer shall ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming (gambling), betting and lotteries, and the Premises shall not be used at all for the purpose of gaming (gambling).

8. Food Hygiene

The Hirer shall, if preparing or serving food or drinks, observe all relevant food, health and hygiene regulations and in particular the Food Safety Act 1990 and the Food Safety & Hygiene (England) Regulations 2013 (as amended from time to time).

9. Access Ways and Health & Safety

The Hirer shall not obstruct or allow the obstruction (which shall include the parking of any motor vehicle) of any entrances, access ways, communal areas, roads or footpaths on or serving the Property. The Hirer and anyone acting for and with the Hirer shall comply in all aspects with the Health and Safety at Work Act 1974 (as amended from time to time) and all subsequent related legislation and regulations in so far as they are applicable. The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, Local Licensing Authority or otherwise, particularly (without prejudice to the generality) in connection with any event which constitutes regulated entertainment or which is attended by children. The Hirer will ensure that he is aware of the location and use of fire equipment in the Premises, the escape routes, that all fire exits are unlocked (including external gates), that all escape routes are free of obstruction and can be safely used, that any fire doors are not wedged open and that there are no obvious fire hazards on the Premises.

10. Licences, Consents and Permits

The Hirer is responsible for obtaining and paying for any consent or licence or permit for any activity at the Premises including without prejudice to the generality any license necessary from the PPL PRS Ltd and/or a Temporary Event Notice required to lawfully use the Premises. If applying for a TEN, the hirer must inform the office administrator at the time of completing a Hiring Agreement.

11. Safeguarding

The Hirer is responsible for ensuring that when children, young people or adults at risk are present on the Premises on a regular basis that they abide by their own Safeguarding Policy if it has one or the Church's Safeguarding Policy (available upon request).

12. General Data Protection Regulation (GDPR)

The Hirer's and the Hirer's Representatives' personal data will only be used for the purpose of this hire. Such personal data will be treated as confidential and not shared with third parties. A copy of the Church's GDPR Policy and Privacy Notice is available on the Church's website or upon request.

13. Termination or Suspension of the Agreement by reason of Force Majeure or other causes

13.1 The Church shall not be liable for any loss or damage caused by any interruption in or failure to provide any part of the Premises where such failure is due to causes beyond its control.

13.2 "Causes beyond its control" or similar include, without prejudice to its generality, fire, flood, tempest, riot, civil commotion, national emergency, explosion of any kind, war, shortage of materials, breakdown of machinery, government restriction, the demise of a public figure resulting in the Premises being required in connection with public mourning or memorial, a health and safety concern, the need for the use of the Premises for civil protection purposes such as in the event of a natural disaster or community use such as a Polling Station, interruption of transport, water, electricity, gas, communication links or other services and the need to execute urgent repairs to the Premises which may cause the Premises to be temporarily closed or the hire to be interrupted or cancelled.

13.3 The Church reserves the right to terminate the Hiring Agreement if and when it discovers or is made aware that the Purpose of Hiring, whether stated in the Agreement or not, is considered to be unsuitable or not permitted within the

purpose(s) of the Church or in the opinion of the Church may compromise the purpose(s) of the Church (as set out in Emmanuel's Church Premises Letting Policy) or in some way poorly reflect on the Church or if the Church reasonably anticipates a breach of any of the Conditions or the event is likely to be objectionable or undesirable or could cause a breach of the peace or could cause damage to the Premises. The Church will be under no liability whatsoever to the Hirer for any loss or damage which they may sustain in consequence of such termination.

14. Loss, Damage and Injury

- 14.1 The Hirer, on behalf of itself, its contractors and its users, shall indemnify the Church against the cost of repairing all damage, which may be done to the Premises or other parts of the Property and the cost of repairing or, if necessary, replacing any fixtures, fittings, furniture or other moveable effects thereon damaged or destroyed, arising through or in the course of the Hiring, and against the cost of making good, repairing and replacement thereof. The Church shall be sole judges of the nature and amount of any damage done or loss suffered.
- 14.2 The Hirer shall indemnify the Church against all costs, claims, expenses, demands, actions or proceedings, in respect of any damage to, or loss, theft or removal, of property in the Premises belonging to any person other than the Church and any loss or damage suffered or sustained by any person in consequence of the death or injury of any person howsoever or by whomsoever caused, which shall occur whilst such property or such person is in or upon or entering or leaving the Premises or arises from any accident or occurrence which shall occur while such person is in, or on, any part of the Premises during the Hiring Period pursuant to the Hiring Agreement or in any other way in connection with the Hiring.
- 14.3 The Hirer shall indemnify and keep indemnified the Church and its officers and servants from and against all costs, actions, expenses, claims, proceedings, losses, damages and demands whatsoever and howsoever arising directly or indirectly from, or in consequence of, the non-observance or non-performance of any of the Conditions by the Hirer or by any person entering, or being in the Premises or any part thereof pursuant to the hire, which the Hirer shall use or have the right to use, at any time during the Hiring Period or by any act or omission by the Hirer or anyone acting for it.

15. Insurance

- 15.1 The Hirer shall in all respects comply with all conditions, which may be imposed by the Church's insurers in respect of any special or additional risks involved in the Hiring.
- 15.2 The 'regular booking' Hirer shall take out before the commencement of the Hiring Period and maintain during the Hiring Period insurance in respect of his, her or its liabilities under Condition 14 above to the extent that such insurance is commonly available in the UK. The Hirer, if required by the Church, must arrange and produce evidence on request of Third Party Public Liability Insurance. The Church reserves the right to cancel the Hiring Agreement without notice if satisfactory insurance cover is not produced.

16. Cleaning, Tidying and Moving Furniture

The Hirer shall at the end of each Hiring Period ensure that the Premises used by the Hirer are in a clean, tidy and smoke free condition, undamaged and free from rubbish and recycling materials (including both interior and exterior bins) and remove from the Premises any items which have been brought into the Premises in connection with the Purpose of Hiring, other than items brought in by the Church. After each use of the Premises all furniture and equipment belonging to the Church must be left in the same position as at the commencement of the Hiring Period. Failure to do so may result in some or all of the deposit being withheld from the Hirer.

17. Security

The Hirer shall be responsible at the end of each session of the Hiring Period, unless directed otherwise by the Church or Church's Representative, to leave the Premises and curtilage free from rubbish, properly locked and secured, closing all opened windows and turning off all gas appliances and lights, except for the emergency lighting. Keys for the Premises should be returned, in an envelope, through the letterbox.