

HAVEN GREEN BAPTIST CHURCH (HGBC) Hire Agreement: Terms and Conditions

1. Use of Premises

- 1.1 The Hirer is respectfully reminded that HGBC is a place of Christian worship and is required to ensure that they conduct all activities on the premises in an appropriate manner that respects and complies with the ethos and beliefs of the Baptist Church.
- 1.2 The Hirer shall not use the premises for any purpose other than that described in the Hire Agreement (the "Agreement").
- 1.3 The church may be entitled at any time on giving reasonable notice to the Hirer, to require the Hirer to transfer if possible to alternative or comparable space and accommodation elsewhere within the church premises.
- 1.4 The Hirer shall respect the requirements of such other groups as may be using the premises at the same time. In any event, the Hirer shall ensure that noise levels are minimised as much as reasonably practicable and that all activities are limited to the areas specified in the Agreement.
- 1.5 The Hirer shall ensure that each room or piece of equipment used is left in the condition in which it was found and shall ensure that:
 - 1.5.1 all equipment and other items are removed or stored as agreed,
 - 1.5.2 all chairs and tables are left as agreed,
 - 1.5.3 all litter is cleared,
 - 1.5.4 the toilets are checked; and
 - 1.5.5 all doors and windows are securely fastened as directed.
- 1.6 Any damage or untidiness arising during the period of hire is the responsibility of the Hirer and must be reported to HGBC as soon as practicable.
- 1.7 The Hirer agrees to notify the church of any defect in the accommodation or in any of the church's furniture or other equipment in the accommodation.
- 1.8 The Hirer must not leave in the accommodation any equipment, furniture or articles of any kind unless by prior agreement. The insurance of any such equipment or furniture remains the responsibility of the Hirer. The church reserves the right to charge a separate fee for the provision of storage.
- 1.9 No alcohol is to be consumed on the premises.
- 1.10 Smoking is not permitted on the premises.

2. Child Protection

- 2.1 In the case of external groups working with children, young people or adults at risk on the premises the Hirer agrees that:
 - 2.1.1 Up to date safeguarding policy and procedures are in place.
 - 2.1.2 All paid staff and volunteers have been subject to DBS checks in line with Government Guidance (www.gov.uk/government/collections/dbs-checking-service-guidance--2) and that all such staff and volunteers have completed the appropriate level of Safeguarding training.
 - 2.1.3 The Hirer shall ensure that all children are adequately supervised for the period of hire.

3. Safety Procedures

- 3.1 The Hirer shall comply with the health and safety procedures laid out in the HGBC policy (a copy of which is available on request) and shall ensure that:
 - 3.1.1 all users are aware of and follow the fire safety regulations; including location of fire exits, fire assembly points and fire extinguishers;
 - 3.1.2 all accidents are reported to HGBC to be recorded, and
 - 3.1.3 all users are aware of where first aid kits are situated.

4. Insurance

- 4.1 HGBC undertakes to ensure that the facilities are safe and accessible to all users. HGBC cannot accept any liability for injury, loss, or damage incurred on the premises due to the negligence of the Hirer or persons associated with the Hirer.
- 4.2 The Hirer shall maintain such insurance cover as is appropriate to the activities carried out by the Hirer on the premises.
- 4.3 The Hirer accepts responsibility for and agrees to keep the church indemnified against any injury or loss to any person or item of property arising out of the use of the accommodation other than any such injury or loss which arises from the church's negligence in maintaining the premises adequately..

5. Security

- 5.1 The Hirer shall ensure that all entry doors to the premises are kept locked, unless a responsible adult is on duty at an unlocked door.
- 5.2 Keys may be issued to the Hirer at the discretion of HGBC. Any keys issued remain the property of HGBC and may not be copied or passed on to third parties without the prior consent of HGBC.

6. Charges

- 6.1 The Hirer shall pay HGBC the full hire fee and shall also pay HGBC a deposit of £100 or a deposit equal to 50% of the hire fee (whichever is the greater) upon signature of the Agreement. These fees are payable in advance of the event by cash or cheque (cheque payable to Haven Green Baptist Church). The deposit shall be returnable after the event, subject to such reasonable deduction as may be necessary to compensate HGBC for any costs incurred by HGBC by reason of damages incurred to the premises or excessive cleaning required to the premises as a result of the Hirer's use of the premises. Where costs for damages or cleaning exceed the deposit fee an extra charge may be made by HGBC to the Hirer. The Hirer may, by prior agreement with HGBC hire items such as sports equipment or PA system for an additional fee.
- 6.2 In the event that the Hirer fails to vacate the premises at the end of the agreed period of hire, HGBC reserves the right, at its sole discretion, to either require the Hirer to immediately vacate the premises or charge the Hirer for any additional period of use charged on a pro rata basis.
- 6.3 The Hirer shall ensure that cancellations of individual bookings are made no less than one week before the date to which the booking relates in order to receive a full refund of the advanced booking fee. Any cancellations made at a later stage will be subject to payment of the full hire fee; refunds being made only in exceptional circumstances and at the discretion of HGBC.
- 6.4 Events booked by the Hirer that occur outside of normal working hours requiring the services of a caretaker will incur an additional charge for this service.

7. Data Protection

- 7.1 Details of the Hirer's Organisation Name, Address, Email, Main Contact and Phone Number will be held on the church's administration system which is password protected and accessed only by administration staff and church trustees. Any such data will be used for the efficient administration of your booking and to contact you in the event of necessary changes to the booking arrangements. Your data will not be sold to any third party. You have the right to ask to see any information we hold about you by submitting a "Subject Access Request" to the Church Secretary at the address shown on the front of this form. Copies of our data protection policy are available on our website www.havengreen.org.uk.