

## **Christ Church United Reformed Church, Marlow**

**No booking for hiring church premises exists until the Hirer has confirmed acceptance of the Conditions set out below, which can be done by means of the online booking confirmation form.**

**Details of the room(s) being hired, the date(s) of hire, the nature of the activities, the maximum number of users and the hiring fee will be as agreed between the Hirer and the Owners prior to confirmation and will be recorded separately eg by email correspondence.**

**By confirming the booking, the applicant Hirer acknowledges that:**

- 1 Their application is made subject to these Conditions of Hiring Church Premises ('the Conditions') 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 their Application. Any variation of the Conditions must be agreed in writing by both parties.
- 2 The Hirer has read, understood and agrees to follow the Owners' Evacuation and Fire Emergency Plan (Appendix 1).
- 3 It is the responsibility of the Hirer to provide a safe and trusted environment for their activities, including making their own risk assessment and adopting appropriate safeguarding procedures. 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 The Application 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.

### **CONDITIONS OF HIRING CHURCH PREMISES ('the Conditions')**

- 1 In the Conditions:
  - 1.1 'The Application' means the accepted application to hire premises, including any details separately agreed by the parties through email correspondence, etc.
  - 1.2 'The Owners' means The United Reformed Church (Wessex) Trust Limited, 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, including but not limited to those shown in Appendix 2.

### **Payments**

- 2 The Hirer shall make all payments to the Owners in the manner and on the due dates agreed in the Application.
- 3 For regular or recurring bookings, the Owners reserve the right to review and increase the Hire Charge(s) payable pursuant to the Application on no less than 30 days notice to the Hirer.
- 4 The Owners reserve the right to charge a Security Deposit to cover any unpaid sums due under the hire and the actual or anticipated cost of remedying any breach of the Conditions. If such a deposit is required, this will be confirmed to the Hirer as part of the Application.

### **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 Use of church equipment such as the projector, sound system, piano or kitchen equipment other than coffee/tea-making facilities must be agreed at the time of booking and may be subject to additional fee.
- 7 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.
- 8 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 or access codes cannot be issued to anyone who has been convicted or cautioned concerning abuse of children, young people or adults at risk.
- 9 The Hirer acknowledges that the Owners give no warranty that the Premises are legally or physically fit for the hire.
- 10 The Hirer acknowledges that all persons using the Premises or bringing belongings onto the Premises do so entirely at their own risk.
- 11 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.
- 12 The Hirer acknowledges that there is no parking provision on site except to the extent agreed in advance and in writing by the Owners. Parking in that part of the car park located beyond the graveyard is strictly prohibited between the hours of 08.00 and 18.00, Monday to Friday, as those spaces are rented out. All parking is subject to space being available and no guarantee of this is given.

- 13 The Owners reserve the right to enter the Premises and remain on the Premises during the hire at any time.
- 14 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**

- 15 The Hirer must comply with all Rules and Regulations where they have been provided to the Hirer either in writing or by email or as displayed in the building.
- 16 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. See [www.prsformusic.com](http://www.prsformusic.com) for details of licences.
- 17 The Hirer acknowledges that to comply with current legislation, smoking and the unlicensed sale of alcoholic beverages are not permitted on any part of the Premises.
- 18 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.
- 19 The Hirer must not bring into the Premises any contaminative or hazardous substances, or anything of an especially combustible, inflammable or explosive nature. The use of candles is not permitted on the Premises without specific permission.
- 20 The Hirer must not display any form of external advertising at the Premises (including on the fence), 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**

- 21 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.
- 22 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.
- 23 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.
- 24 The Hirer must abide by their own Safeguarding Policy and may not assume that they are covered by the Church's Safeguarding Policy.

### **Public safety**

- 25 The Hirer must abide by the Church's Evacuation and Fire Emergency Plan (Appendix 1).
- 26 The Hirer must not obstruct any means of exit from the Premises.
- 27 The Hirer must observe all relevant food health and hygiene legislation.

- 28 The Hirer must ensure that any electrical appliances brought onto the Premises are safe, in good working order and used in a safe manner. All electrical equipment brought onto the Premises by Hirers must have a valid current PAT test certification. The Hirer must notify the Owners of any unusually bulky or potentially dangerous equipment which they propose to use in the building and the right to withhold permission is reserved.
- 29 All accidents involving injury to members of the public must be recorded in the accident book (which is kept in the kitchen) and be notified to the Owners as soon as possible.

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

- 30 The Hirer is responsible for any loss or damage to the Premises (which for the avoidance of doubt includes its electrical installations and the lift) 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.
- 31 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.
- 32 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.
- 33 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.
- 34 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.
- 35 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.
- 36 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**

- 37 The Hirer must fully vacate the Premises by the time agreed in the Application.
- 38 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.
- 39 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.

- 40 The Hirer must at the end of each hire session return any borrowed or hired items, equipment and furniture to their original location.
- 41 The Hirer must at the end of each hire session ensure that the Premises are left in a clean and orderly state. Cleaning equipment and materials are stored in the cupboard adjacent to the lift at basement level. Failure to adequately clean the Premises and remove all rubbish arising from the hire may result in an additional charge for cleaning.
- 42 For the avoidance of doubt, the Hirer's responsibility for cleaning under the previous paragraph includes the removal of rubbish and visible dirt (eg mud from shoes, remains of craft activities or spillage of food/drink) such that the premises are left in a fit state for other users. If any use is made of the kitchen, all areas used for the preparation or serving of food must be cleaned thoroughly by Hirers and all crockery and cutlery used by them washed, dried and put away. General cleaning of the premises is the responsibility of the Owners.
- 43 Small amounts of general rubbish may be placed in the kitchen refuse bin. Any recyclable rubbish must be segregated and placed in the appropriate bins outside the kitchen door. Users generating substantial quantities of rubbish (defined as more than one quarter of the capacity of the kitchen bin from a single hire session) must remove it themselves from the premises.
- 44 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**

- 45 The Owners reserve the right to cancel any hire on giving not less than 72 hours notice or other 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.
- 46 The Hirer must give not less than 72 hours notice or other Notice Period specified in the Application to the Owners of any cancellation of the hire, otherwise the applicable Hire Charge(s) will be payable in full.
- 47 Service of such cancellation notices is sufficient if it is in writing or by email to the Hirer or to the Owners' Agent.
- 48 The hiring agreement terminates on the specified End Date unless terminated earlier. For a one-off hire, the End Date shall be the date of use of the Premises as shown in the booking confirmation. For a regular or recurring hire, the End Date unless otherwise specified shall be twelve months from the date of the first use as shown in the booking confirmation. Regular Hirers will therefore be required to reconfirm their booking and their acceptance of these Conditions annually.

The Hirer must return any keys or keycards (and destroy any note of access codes) to the Premises which have been issued to them, at the earliest opportunity following the end of the hiring agreement. A written receipt for the keys or keycards will be given on request.

## Appendix 1

### Evacuation and Fire Emergency Plan

1. The procedures for fire emergencies and the evacuation of the building are as shown in the notice on the next page, which is posted in multiple places on the Premises. All Hirers should be aware of these simple procedures and comply with them.
2. There is no automatic fire detection system. The fire alarm is set off by breaking the glass in one of the red alarm panels distributed around the Premises. No unauthorised person should interfere with the main control panel located beside the front door.
3. Hirers should give particular consideration to the needs of mobility-impaired or non-ambulant persons among their members or users. It is the policy of the Church not to hire the Tower Room to groups including such persons, for their safety. However, that still means that users will need to negotiate a short flight of stairs (either up or down) in the event of an evacuation and the lift cannot be used for this purpose.
4. The basic procedure for the evacuation of non-ambulant or mobility-impaired persons is:
  - One or more able-bodied person should act as an accompanier to these persons at all times during an evacuation;
  - The needs and wishes of the person concerned should be taken into account as far as possible. For instance, the person may be able to negotiate stairs very slowly or with some assistance, and this may be a viable method in the absence of immediate danger;
  - Where no other option exists, the Church has a carry-up/carry-down policy: it may be necessary for able-bodied users to carry a person up or down the stairs. Acceptable methods of doing this include:
    - Carry-up/down in the person's own wheelchair. A wheelchair can be carried by two, three or four people using one of the fixed points situated at each corner. This operation should not be attempted with a large (and heavy) motorised chair.
    - Carry-up/down using a suitable 'office'-type chair, preferably one with arm-rests. The person should be seated and can then be carried using the same method as above.
  - No specific evacuation equipment (Evac-Chair) is provided.
5. Hirers who are aware that their members include non-ambulant or mobility-impaired persons should conduct their own risk assessment and may develop a PEEP (Personal Emergency Evacuation Plan) in conjunction with the individual(s) concerned.

## In the event of **FIRE**

In the event of fire, **raise the alarm** by shouting  
**FIRE, FIRE, FIRE**  
and set off the fire alarm.

**EVACUATE** the whole building using the  
nearest exits.

### **DO NOT USE THE LIFT**

Call the fire brigade by calling 999 (nearest call  
box is in Quoiting Square).

Tackle the fire only if possible and safe to do so,  
using the fire extinguishers.

The **FIRE ASSEMBLY POINT** is at the Quoiting  
Square (Platt's Garage) end of the Car Park.  
Check that all persons can be accounted for,  
especially those with limited mobility.

Each hirer is responsible for ensuring all its  
members have been evacuated from the  
building. Do not re-enter until advised it is safe  
to do so by the fire brigade officers.

## Appendix 2

### Rules and Regulations – Health & Safety

In accordance with para 3 on page 1 of this document, it is the responsibility of the Hirer to undertake their own risk assessment of their activities. The following items concerning Health & Safety are brought to the attention of users and should be taken into consideration in their risk assessments.

1. **Security.** The layout of the Premises makes it difficult to monitor the main entrance door from any of the meeting rooms. In consequence, there is a risk of intruder(s) entering the building while a Hirer's activity is underway. To mitigate this risk, Hirers are advised to give consideration to:

- Keeping the front door locked once their members are on-site and the activity is underway;

and/or

- Stationing a responsible person in the main hallway during the times when their members are arriving and departing, to supervise access.

2. **Manual Handling.** The Premises are on three levels which may complicate the handling of supplies or equipment, especially heavy or bulky items. The wheeled trolleys, kept in the kitchen, may be used for moving smaller items (including via the lift) but the Owners make no warranty as to their suitability for a particular use. To avoid the risk of injury, Hirers should be mindful of good practice in manual handling and ensure where appropriate that they have the necessary training.

3. **Fire safety and evacuation** announcements. Where a large number of people are attending a Hirer's event, the Hirer should give consideration to making a safety announcement drawing attention to escape routes and evacuation procedures.

4. **Use of the lift.** The attention of Hirers is drawn in particular to the following:

- Never use the lift in the event of fire or if you are alone in the building.
- There is no emergency phone in the lift and no call-out service for breakdowns. Hirers use the lift on their own responsibility and, if they are not satisfied that they can do so safely, should not use it.
- Children should never be allowed to operate the lift by themselves. Consideration may need to be given to providing assistance to others unable to use the lift safely, eg people with visual impairments or learning difficulties.
- In the unlikely event of a breakdown of the lift while in service, outline procedures for moving it manually are on a sign to the left of the lift door at first floor level. Hirers should follow these procedures exactly.
- If damage is caused to the lift by a Hirer, for example by overloading it or failing to comply with these instructions, the Hirer will be liable for the full cost of repair.