

Please note: The term "Parochial Church Council" is used within this document to describe the local church trustee body responsible for the management of the church, hall and churchyard. These bodies may also be known as the Ministry Area Council, the Local Ministry Area Council, Rectorial Benefice Council, Mission Area Conference, or any other term designated by diocesan policies.

## Hiring Agreement

This agreement is made on the \_\_\_\_\_ between the Parochial Church Council of \_\_\_\_\_ [address]

and the Hirer \_\_\_\_\_ [name of organisation/hirer] of \_\_\_\_\_ [address of organisation/hirer]

The Parochial Church Council agrees to permit the Hirer to use the Premises known as \_\_\_\_\_

for the purpose of \_\_\_\_\_

on the \_\_\_\_\_ [the Hiring Period].

The money to be paid by the Hirer to the Parochial Church Council under this agreement is stated at Schedule 3.

### 1. The Parochial Church Council:

- (a) Authorised Representative: \_\_\_\_\_
- (b) Email: \_\_\_\_\_
- (c) Contact Number: \_\_\_\_\_

### 2. The Church in Wales Safeguarding Officer is:

- (a) Name: \_\_\_\_\_
- (b) Email: \_\_\_\_\_
- (c) Contact Number: \_\_\_\_\_

### 3. The Hirer:

- (a) Authorised Representative: \_\_\_\_\_
- (b) Email: \_\_\_\_\_
- (c) Contact Number: \_\_\_\_\_

4. The Hirer and/or its Authorised Representative as the case may be agrees to be present at all times during the Hiring Period and to perform the provisions and stipulations contained or referred to herein. The Hirer agrees to make the terms and conditions agreed herein known to its Authorised Representative.
5. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the, whether written or oral, relating to its subject matter. The agreement incorporates the 'Standard Conditions of Hire', the 'Hiring Fee', and the 'Special Conditions', and the 'Safeguarding Conditions' attached in Schedules 1 to 4. The Hirer acknowledges that the Information Sheet does not form part of the agreement but acknowledges receipt of same.

This agreement has been entered into on the date stated at the beginning of it.

Signed by the person named at 1(a) above on behalf of the Parochial Church Council:

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## **SIGNATURE**

Signed by the person named at 3(a) on behalf of the Hirer, who in making his or signature, hereby also declares the following:

- I declare that the information given in this agreement is correct to the best of my knowledge and I acknowledge that any misstatement or misrepresentation will invalidate the agreement.
- I declare that I understand the meaning of the terms and conditions within this agreement.

*Do not sign if in doubt as to the meaning of any term within this agreement. The Parochial Church Council's Authorised Representative should immediately be consulted if in doubt.*

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## **SIGNATURE**

## **Schedule I - Standard Conditions of Hire**

### **1. Supervision**

The Hirer will, during the period of the hiring, be responsible for supervision of the Premises, the fabric and the contents: their care, safety from damage however slight: or change of any sort and the behaviour of all persons using the Premises whatever their capacity; including proper supervision of any car parking arrangements so as to avoid obstruction of the highway or disturbance of local residents.

### **2. Use of Premises**

- a) The Hirer shall not use the Premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the Premises or allow the Premises to be used for any unlawful purposes or in any unlawful way nor do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon.
- b) The Hirer shall not fix/install any item or make any structural alterations without the written consent of the Parochial Church Council.

### **3. Gaming, Betting and Lotteries**

The Hirer shall ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting and lotteries.

### **4. Public Safety Compliance**

The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, the Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

### **5. Health and Safety**

- a) The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
- b) The Hirer has a duty of care to all persons entering the Premises and is therefore responsible for keeping the gate and access path clear of all hazards likely to cause accident or injury.

### **6. Electrical Appliance Safety**

The Hirer shall ensure that any electrical appliances brought to the Premises and used there shall be safe and in good working order, and used in a safe manner. Where a residual circuit breaker is required by any licence or is otherwise provided, the Hirer must make use of it in the interests of public safety.

### **7. Indemnity and Insurance**

- a) The Hirer shall indemnify the Parochial Church Council for the cost of repair of any damage done to any part of the Premises or its contents that may occur during the period of the hiring as a result of the hiring.
- b) The Hirer shall ensure that all contents belonging to the Hirer are adequately insured.
- c) The Hirer shall be responsible for making arrangements to insure against any third party claims that may lie against the Hirer whilst using the Premises.

- d) The Hirer agrees to indemnify the Parochial Church Council in respect of each and every claim arising out of the use of the Premises for personal injury and/ or death of any person and/ or damage to the Premises consequential or otherwise which has been caused by the negligent act or omission of the Hirer, its agents, employees or other persons involved in the Hirer's use of the Premises. The Hirer has insurance to cover such claims up a maximum of £10m in respect of any one occurrence and will produce for inspection copies of policies of insurance in respect of the same. The Parochial Church Council shall inform its own insurance company of the proposed activities.

**8. Accidents and Dangerous Occurrences**

The Hirer must report all accidents involving injury to the public to the Authorised Representative of the Parochial Church Council as soon as possible. Any failure of equipment either that belonging to the Premises or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013.

**9. Animals**

The Hirer shall ensure that no animals (including birds) except assistance dogs as defined by s173(1) Equality Act 2010 and readily identifiable as such are brought into the Premises.

**10. Safeguarding**

The Hirer shall ensure that any activities involving children and / or adults at risk comply with relevant legislation and the Church in Wales Safeguarding Policy and that only fit and proper persons have access to children and adults at risk on Church in Wales premises. Schedule 4 of this agreement details safeguarding conditions to be followed by the hirer.

**11. Fly Posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Premises and shall indemnify the Parochial Church Council accordingly against all action claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the Local Authority.

**12. Sale of Goods**

The Hirer shall, if selling goods on the Premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

**13. Cancellation**

One month's notice of any proposed cancellation is required. If notwithstanding such notice the Parochial Church Council is unable to conclude a replacement booking, it shall be entitled to payment for the cancelled booking at the rate herein specified.

The Parochial Church Council reserves the right to cancel this hiring in the event of unforeseen circumstances rendering the Premises unfit for the use for which it has been hired.

**14. Refusal of Booking**

The Parochial Church Council reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving one month's notice in writing to the Hirer.

The Hirer shall be entitled upon such notice to reimbursement of such monies as have been paid by the Hirer to the Parochial Church Council and the Hirer shall not be liable to make any further payment to the Parochial Church Council.

**15. End of Hire**

The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Parochial Church Council shall be at liberty to make an appropriate charge.

**16. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure.

## **Schedule 2 - Special Conditions**

1. The Hirer hereby acknowledges receipt of a copy of the Premises Licence or agrees to responsibility for obtaining a Temporary Events Notice (TEN) under the Licensing Act 2003 and any subsequent amendments (please delete as appropriate).
2. The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the Premises at all times when the public are present and for ensuring that all conditions of the Licence/TEN relating to management and supervision of the Premises are met.
3. The Hirer will ensure that all persons entering the building will be supervised.
4. The Hirer acknowledges that she/he has received instruction in the following matters:
  - a) The action to be taken in event of fire. This includes calling the fire brigade and evacuating the Premises.
  - b) The location and use of fire equipment (include diagram of location when handing over keys).
  - c) Escape routes and the need to keep them clear.
  - d) Method of operation of exit doors.
  - e) Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
5. In advance of any entertainment or play the Hirer shall check the following items:
  - a) That all fire exits are unlocked and panic bolts in good working order.
  - b) That all escape routes are free of obstruction and can be safely used.
  - c) That any fire doors are not wedged open.
  - d) That exit signs are illuminated.
  - e) That there are no obvious fire hazards on the Premises.
6. There shall, in addition to the Hirer, be a minimum of 2 competent attendants on duty on the Premises to assist people entering and leaving, none of whom shall be less than 18 years of age. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire equipment available, how to call the fire brigade and evacuation procedure.

## Schedule 3 – Hiring Fee

As agreed between the Hirer and the Parochial Church Council.

**Booking Deposit (if applicable):** £ \_\_\_\_\_ Payable on signing of agreement and is non-refundable. It represents part of the hiring fee and the balance of fees will be payable on or before the conclusion of the event.

**Balance to pay:** £ \_\_\_\_\_

**Damages Deposit (if applicable):** £ \_\_\_\_\_ The Damages Deposit will be refunded within 14 days of the termination of the hiring period provided that no damage or loss has been caused to the Premises.

## **Schedule 4 – Safeguarding Conditions**

The Church in Wales has a Policy for Safeguarding Children and Adults at risk. The agreement is conditional upon the Hirer ensuring that children and adults at risk are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage occurring; and that the Hirer carries full liability insurance for same. Additionally and specifically the Hirer:

1. has prior to the agreement informed the Church in Wales Safeguarding Officer of any known offenders against children or adults at risk who form part of the Hirer's membership intending to use church premises, and in the event such members are to be present, provided a copy of the risk management plan in place to manage risks they pose to vulnerable people.
2. has recruited and will recruit safely all paid and voluntary workers who will work with children and/or adults at risk, by undertaking safer recruitment processes, including but not limited to disclosures from the Disclosure and Barring Service where eligible;
3. shall keep a list of the names of all paid and voluntary workers having contact with children and adults at risk;
4. shall keep securely a register of attending children and adults at risk, which shall include details of their name, contact details of parent/guardian/carer etc., date of birth and next of kin;
5. shall comply with the Hirer's Safeguarding Policy and best practice guidance in relation to children and adults at risk. If the Hirer has no such policy, the Hirer agrees to comply with the Church in Wales Safeguarding Policy, which is available online here: <https://www.churchinwales.org.uk/en/clergy-and-members/safeguarding/provincial-safeguarding-policy-and-procedures/>
6. shall always have at least two leaders over the age of 18 years in any group of children, no matter how small the group;
7. will leave no person under the age of 18 years in charge of any children of any age;
8. will not leave any child or group of children unattended at any time;
9. will immediately (within 24 hours) inform the Church in Wales Safeguarding Officer of the occurrence of any incidents or allegations of abuse or causes of concern relating to the activity on Church premises, and provide contact details for the person who is dealing with it.

The Church in Wales Safeguarding Officer is named at the start of this agreement.

**NB – Conditions 1 to 4 inclusive, as noted above, do not apply to individuals hiring church premises for a private function, e.g. birthday party, or similar private event.**

## **Information Sheet for Hirers**

**Safety:**

In the event of a fire, the Premises should be evacuated in an orderly manner using the appropriate exits and the Fire Brigade called by dialling 999.

The exact location of the fire exits and fire extinguishers must be noted before the Premises is occupied and the manner of opening fire doors should be made known to users of the Premises. (A sketch plan showing these is attached).

**Telephone:**

There is no telephone on the Premises and a mobile phone is recommended for safety reasons.

**Power Circuits:**

The main power circuit is located in the

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**Consideration for Others:**

Please ensure users of the Premises leave quietly at the close of your event and don't disturb or cause annoyance to the local residents.

Please leave the Premises clean and tidy and return any items or furnishings that are moved to their original positions as shown on the plan, unless otherwise agreed.