

St. Nicholas Church, Otham
HIRING AGREEMENT & TERMS AND CONDITIONS

For All booking enquiries and queries, please email: hireothamchurch@gmail.com

The church is the property of St. Nicholas, Otham, held in trust by the Parochial Church Council (PCC). The PCC reserves the right to decline any booking request.

This hire agreement is between the PCC and (name)

The hire agreement is for the sole purpose of:

Dates

One off hire on

Repeat hire: weekly/monthly/other starting and ending

Fees And Deposits (please also refer to the current schedule of Fees).

One off booking fees are to be paid in full at the time of booking, but will be reimbursed in the event of a cancellation by the hirer, subject to a minimum cancellation notice period of 14 days. Cancellation within 14 days of the booking will be subject to charge.

Repeat bookings fees are to be paid in advance on the first day of each month of hire and each booking shall be no longer than one year ahead. In the event of cancellation by the hirer, fees will be reimbursed subject to a minimum cancellation notice period of 14 days. Cancellation within 14 days of the booking will be subject to charge.

The hiring fee will be £.....

A **Special Deposit** of £..... must be paid for all Private Hire bookings at the time of booking and will be held by the PCC. Subject to the hirer's adherence to the Terms and Conditions set out below, this will be refunded within 28 days after the booking/event by has taken place, subject to compliance with the agreed Terms and Conditions of Hire.

Hire fees will be reviewed (at least) annually by the PCC. See current fee schedule for the latest fee, deposit and cancellation information.

All payments should be made by Bank Transfer (BACS etc) to:

PCC of Otham with Langley
Acc. No: 02795605 Sort Code: 30-95-37

Cheques payable to PCC of Otham with Langley may be accepted at the discretion of the PCC booking secretary.

Please note: Whichever payment method is used, we must be in receipt of cleared funds prior to the date of hire.

Safeguarding

In signing this agreement, all hirers who hire the premises for any event at which there are children, young people and/or adults at risk, agree to take full responsibility for their welfare during the event. **Children under 18 years old using the church must be supervised at all times by at least two adults.** The PCC safeguarding policy can be found at <https://www.othamlangley.org/safeguarding/>

Termination of the Agreement

- The agreement may be terminated by either party prior to the date of hire. However, if the hirer(s) wishes to cancel their booking within 14 days of the date of hire, a charge may be applied (see current fee schedule for the latest fee, deposit and cancellation information).
- The PCC reserves the right to terminate the agreement with immediate effect if hirers do not adhere to the contract.
- The PCC reserves the right to decline any booking request.
- The PCC reserves the right to cancel a booking under exceptional circumstances, such as a funeral, in which case notice will be given at least four days in advance. In such circumstances the PCC will reimburse the hiring fee to the hirer. Any additional costs incurred by the hirer will be borne solely by the hirer.

Emergencies

In case of an emergency please contact one of the following:

Steve Christmas: 07976165206

Maria Mackelden: 07860734772

For enquiries and non-urgent matters, please e-mail: hireothamchurch@gmail.com

Terms and Conditions of Hire

1. The PCC's public liability cover does not apply to businesses, clubs, organisations, and regular hirers. Hirers in these categories must hold their own public liability insurance, if needed. A regular hirer is deemed to be a hirer that has made more than 3 bookings in any 12 month period.
2. The PCC accepts no responsibility for loss, damage or injury to persons or property either on the premises or in the church grounds.
3. Hirers are responsible for the Health and Safety of the people using the church during times of the hire agreement.
4. A First Aid box is kept on site, together with an accident book. All accidents must be recorded in the accident book.
5. The number of people using the church is limited to 80 people seated.
6. Hirers must not make any alterations to the building, remove or dispose of any fittings or furnishings belonging to the PCC.
7. Hirers are responsible for the cost of carrying out any repairs or damage incurred.
8. Hirers are responsible for ensuring that the church is left in a clean condition with furniture properly replaced – please leave the church as found.
9. Hirers must ensure the toilets are all left clean and all nappy products removed.
10. All kitchen equipment must be put away and the water heater turned off.
11. Hirers need to bring their own rubbish bags and ensure they take away all their rubbish as St. Nicholas does not have municipal rubbish collection.
12. The PCC reserves the right to retain the Special Deposit (or part thereof) to cover any costs incurred by the PCC to clean the premises, arrange repairs or rectify any damage resulting from hirer's booking/event. In addition, the PCC reserve the right

to levy an additional charge to the hirer for any necessary costs which exceed the amount of the Special Deposit.

13. It is not permitted to sell alcohol on these premises by cash, entry ticket or donation.
14. Noise must be kept to a reasonable level as the church is situated within a residential area.
15. All bookings/events must end no later than 10.30pm on Weekdays, Saturdays and Public Holidays. Sunday bookings/events must end no later than 9pm.
16. The church has a burial ground which is regularly visited by bereaved people, so we do ask for due respect. The environs of the graveyard are not for use beyond its designated purpose.
17. The organ is not for use by the hirer without prior permission.
18. No animals are allowed on the premises, with the exception of guide or assistance dogs.
19. Bouncy castles must not to be used inside.
20. Before their booking/event, hirers must familiarise themselves with the fire exits, alarms and extinguishers and how to summon emergency services. Instructions can be found on the security board in the foyer. In the event of an evacuation, hirers will take responsibility for evacuees.
21. Internal use of any substance that would set off the smoke alarms causing a false alarm shall not be used.
22. It is illegal to smoke in any part of the building. This includes the porch area.
23. The premises must not be left unattended at any time during the time of use.
24. On leaving, hirers must ensure that the entrance doors to the building are securely locked and bolted, all windows closed, all lights switched off and all internal doors closed, including the fire exit door(s).
25. The hirer will not use the church for any purpose other than that specified on the hire agreement.
26. Activities that conflict with the Christian faith will not be permitted.

Hirer(s) and/or Member(s) of the Congregation Agreement

I accept and agree to abide by the terms of this agreement.

Name..... Signature.....

Contact phone number.....

e-mail contact

Date.....

Members of the Congregation Only

Members of the regular congregation (as named on the Parish Electoral Roll/Register), that have attended either of the Parish churches on at least 12 occasions in the last 12 months, are permitted to use the church building on a 'free of charge' basis, subject to the following separate Terms and Conditions:

- Use of the church must not conflict with any existing 'hire' booking, Church service or other Church event. In the unlikely event that a conflict arises, the 'hire' booking,

Church service or other Church event will take precedence over the 'free of charge' booking.

- The maximum period of free use (per booking) is 3 hours.
- Members of the congregation must limit the number of guests/attendees to a maximum of 12 people, including themselves.
- A 'free of charge' booking must not involve any guest/attendee being required to make a payment for entry by cash, entry ticket or other means.
- The 'free of charge' booking does not require any payment to be made for hire of the church building. With this in mind, any voluntary donations made to the church during, or resulting from, a 'free of charge' booking, must be solely intended as a contribution towards lighting & heating costs and the general running of the church and must not represent any form of payment for to, or the hire of, the church building.
- Any bookings where it is intended (or becomes evident) that more than 12 guests/attendees will be present, must follow the full Hiring Agreement & Terms and Conditions.
- The Member(s) of the Congregation making the 'free of charge' booking is/are responsible for the Health and Safety of their guests/attendees.
- The PCC reserve the right to levy a charge for any necessary costs associated with any necessary cleaning, breakages or damage resulting from the 'free of charge' booking.
- The following numbered Terms and Conditions from the main Hire Agreement also apply to 'free of charge' bookings: 2, 4, 6, 7, 8, 9, 10, 11, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26. For sake of clarity, if the listed numbered Terms and Conditions from the main hire agreement refer to 'hirer(s)', this will instead apply to the Member(s) of the Congregation making the 'free of charge' booking.