

BRACKLEY BAPTIST CHURCH TERMS AND CONDITIONS OF HIRE

Definitions

- Brackley Baptist Church herein after referred to as the 'Church'.
- The 'Hirer' herein after refers to the person who signs the 'Hiring Application Form'.
- 'Administrator' herein after refers to the Church representative who signs the Hiring Application Form on behalf of the Church.
- 'Premises' unless otherwise agreed refers to the Church property within the site boundary in Waynflete Close, Brackley.

Conditions of Hire

1. The Hirer must be over 25 years of age at the time of application and may be required to provide evidence of age.
2. It is the responsibility of the Hirer to ensure that the 'terms and conditions of hire' are understood and adhered to by persons using the premises during the hire period.
3. The Hirer shall be responsible for such notifications, licences and approvals as are necessary to comply with current legislation e.g. Notices required by any Licensing Act.
4. The Hirer shall be responsible for the fabric and contents: security, protection from damage and for the behaviour of persons resorting to the premises.
5. The Hirer shall make good or pay for all damage (including accidental damage) to the premises, fixtures, fittings, and contents and for any loss thereof.
6. Unless prior consent is given by the administrator the Hirer shall ensure that, no alcohol is sold or consumed on the premises.
7. The Hirer shall take all reasonable measures to avoid the disturbance of neighbouring residents in particular keeping noise levels down as people leave the premises.
8. Any Hirer who proposes to hire the premises, or part thereof, on two or more occasions and whose activities involve children and/or young people will be required to observe the recommendations contained in the Home Office Code of Practice: Safe from Harm. Regular users will be required to operate a recognised Child Protection Policy and comply with the current Children Act. Evidence of this policy may be required.
9. The Hirer shall ensure that any electrical appliances and equipment brought onto the premises by them, or others shall be safe, in good working order and used in a safe manner in accordance with the current Electricity at Work Regulations.

10. As the different parts of the premises attract different conditions and restrictions for Health and Safety reasons additional conditions relating to the parts of the premises that you are hiring and have access to are attached. The Hirer is also responsible for complying with these additional conditions.

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11. The Hirer shall indemnify and keep indemnified the 'church trustees', employees, volunteers, agents, and invitees against the cost of repair of any damage and all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising from the use of the premises.

12. The Hirer acknowledges that the church accepts no responsibility for injury or loss to persons or property arising out of the use of the premises apart from such injury or loss which arises from the church's responsibility for the general maintenance of the premises and the Hirer will keep the church indemnified against any claims for which the church is not responsible.

13. The Hirer is required to take out adequate insurance to ensure that the Hirer, his/her employees, volunteers, agents, and invitees against the Hirer's liability under the above paragraph.

14. The Hirer is responsible for any accident or injury arising out of the activity for which they have booked the premises. The Hirer is responsible for ensuring that the premises are safe for the purposes for which they intend to use them.

15. The church is insured against any claims arising out of its own negligence.

ACCIDENTS AND DANGEROUS OCCURRENCE

16. The Hirer must report all accidents involving injury and any dangerous occurrence during the period of hire to the Church Secretary at their first opportunity.

17. The Hirer is responsible for the completion of any report forms and witness statements in respect of any accident or injury that results from the hire and use of the premises. These forms are available next to the First Aid Kit.

PAYMENTS & ARRANGEMENTS – (For hire rates check our current tariffs)

18. The charges for hiring the premises or part thereof will be applied at the rate applicable on the date of hire.

19. A booking fee in line with the current tariffs will be required together with the completed booking form.

20. The booking fee will be returned to the Hirer providing that the premises and grounds are left in good order. Where this and the special conditions attached to this document have not been met the Church reserves the right to retain any part or all the deposit to cover any costs incurred in the reinstatement of said premises, furniture and / or equipment.

21. A 25% (twenty-five percent) deposit is required at the time the building / or part is booked with the remainder being paid on the day that the building is used.

22. Where an organisation or individual wishes to hire the building on more than

one occasion arrangements for payment should be agreed with our Lettings Administrator.

Cancellation

23. The Hirer has the right to cancel at any time, but if within 7 days of the proposed hire date the church reserves the right to charge for any booking(s) that fall within that seven-day period. This will be deducted from the deposit with any balance being returned to the Hirer.

24. The church reserves the right to cancel any hiring by written notice in the event of

24.1. The premises becoming unfit for the use intended by the Hirer.

24.2. An emergency requiring the use of the premises as a shelter for victims of fire, explosion, flooding, and other unforeseen public emergencies.

25. In any such case the Hirer shall be entitled to a full refund of any deposit and any payment made in respect of the period of this situation, but the church shall not be liable to the Hirer or any employees, volunteers, agents or invitees for any direct or indirect loss or damages whatsoever.

Special Conditions.

All parts

- a) The Premises are to be left in the same condition as when first occupied.
- b) All furniture and equipment is to be returned to its original position.
- c) If used - all settings on the Sound-desk should be returned to their original positions.

Information:

It may help the hirer to comply with these conditions if photographs are taken prior to furniture, equipment or sound settings being moved, then these can be used at the end to assist any reinstatement.