

**ST ALBANS UNITED REFORMED CHURCH (HOMEWOOD SITE) ST ALBANS
AL1 4BH**

Agreement

PARTIES

- (1) St Albans United Reformed Church (Homewood) (**The Church**)
- (2) (**The Hirer**)
- (3) (**The Representative**)

DETAILS OF HIRE

In consideration of the charges set out below, the Church will permit the Hirer to use the Church's premises (or part thereof specified below) for the purpose set out below in accordance with the terms of this agreement. Hirers entering into an agreement with the Church do so on the understanding that the premises are registered for the purpose of conducting same sex marriage.

This hire agreement comprises of this Details Sheet, the Key Terms, the General Terms and any special terms attached hereto. Unless the Church specifically excludes any of them in writing, all such terms will apply to the hire, and the Hirer is urged to read them all carefully before signing this agreement. By signing this agreement, the Hirer understands that it will be bound by all such terms and confirms that it has read and understood the same. Any queries regarding any of the terms should be clarified with the Church Administrator before they are signed.

PURPOSE:

Dates	Times	Rooms	Charges	Payment Due

PAYMENT TERMS: *[Payment should be made by Izettle.* The Church reserves the right to cancel the hire forthwith without further obligation to the Hirer if full payment has not been received by the Church in cleared funds by the day on which the hire is to start.

ACCESS

Access to the church and its premises is restricted to the times in the agreement. This includes setting up for and clearing up from your event. Unauthorised access outside these times will be charged at double the hourly rate. In the event of circumstances arising beyond our control, e.g., a pandemic, we reserve the right to delay, suspend or stop any booking to ensure we comply with any Government advice.

AUTHORITY TO SIGN

By signing this agreement, the Hirer's representative irrevocably confirms that he/she has due authority to enter into this agreement on the Hirer's behalf.

INSURANCE

The Hirer irrevocably confirms by signing this agreement that it has adequate insurance cover for the purpose referred to above and its use of the premises.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

None of the provisions of this agreement are intended or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this agreement.

Hall Booking Administrator
07709924347
homewoodurchalls@btconnect.com

ST ALBANS UNITED REFORMED CHURCH, (HOMEWOOD SITE) ST ALBANS**AL1 4BH****GENERAL TERMS**

This hire agreement comprises of these General Terms, the Details Sheet, Key Terms, and any special terms attached hereto. Unless the Church specifically excludes any of them in writing, all such terms will apply to the hire, and the Hirer is urged to read them all carefully before signing this agreement. By signing this agreement, the Hirer understands that it will be bound by all such terms and confirms that it has read and understood the same. Any queries regarding any of the terms should be clarified with the Church Administrator before they are signed.

DEFINITIONS Unless specified otherwise, the following words will have the following meanings in this agreement:

- **This agreement** means the agreement entered into between the Church and the Hirer, as set out in these general terms, the key terms and the details sheet attached hereto and in any additional special terms that the Church has agreed in writing.
- **Church** means the St Albans United Reformed Church (Homewood site);
- **Hirer** means the individual or organisation who or which has entered into this agreement.
- **Hired Area** means that part of the Premises which has been hired under this agreement, [together with associated facilities (foyer, corridors, car park and toilets);
- **Premises** means all the property known as St Albans URC Church, Homewood Road, St Albans, including the Main Hall, Back Hall, Church, Upper Room, and Kitchen and includes all furniture, equipment and other property contained therein; and
- **Users** means the people using the Hired Area.

1. REGULAR HIRE

The Church may, at its discretion, enter into agreements for regular hire of any part of the Premises. Agreements for regular hire will specify the start and end dates for the duration of the regular hire agreement, dates of hire within the duration of the agreement, the Hired Area, the times of usage, the charges and any special terms relating to the hire. In order to continue with the use of the Premises after the end date of an existing regular hire agreement a new regular hire agreement must be entered into prior to the commencement of the continued use of the Premises.

2. SUPERVISION

- a. The Hirer will at all times ensure that Users promptly comply with all instructions given at any time by or on behalf of the Church, including verbally, by way of notices displayed on the Premises, or otherwise (as to safety, good order or otherwise).
- b. The Hirer shall, during the period of the hire, be exclusively responsible for: supervision of the Hired Area, the fabric, and the contents of the Premises; their care, safety from damage however slight or change of any sort and the conduct and behaviour of all persons using the Hired Area whatever their capacity; including proper supervision of car parking arrangements so as to avoid obstruction of the highway.
- c. As directed by the Halls Booking Administrator, the Hirer shall make good or pay for all damages (including accidental damage) to the Hired Area or to its fixtures, fittings and for loss of contents.

3. USE OF PREMISES

- a. The Hirer shall not enter any part of the Premises that is not specified as part of the Hired Area in the agreement and will ensure that no User does the same.
- b. The Hirer shall not use the Premises for any purpose other than that described in the detail sheet and will ensure that no User does the same and shall not sub-hire or use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the Premises anything which may be dangerous or noxious or cause a nuisance or undue noise, or may damage or endanger the Premises or any person, respectively, or render invalid any insurance policies in respect of the Premises nor allow the consumption of alcohol thereon without the prior written permission of the Church.
- c. The maximum numbers of Users for the Church are 250, for the Main Hall, 150, for the Back Hall, 50, and for the Upper Room, 35.
- d. It is the Hirer's exclusive responsibility to check, before entering into this agreement, that the Hired Area and each and every part thereof and facility therein, is suitable for and/or compatible with the Hirer's purpose, and/or any equipment, goods or things that the Hirer proposes to bring into the Hired Area, in any respect, and the Church makes no representation, warranty or otherwise in relation thereto.
- e. The Hirer will ensure that all reasonable care is taken of the Hired Area and/or Premises during the period of hire, and that without limitation, care is taken not to damage floors, chairs, tables or other furniture or equipment, and/or the fabric of the same. No chemicals or other substances, which may cause damage or cannot be removed without causing damage to any part of the Premises, particularly floors and walls shall be used during or after the hire.
- f. The Hirer will ensure that immediately following the end of the hire, the Hired Area is handed back to the Church in a clean and tidy condition, free of litter, rubbish, debris, or mess.
- g. The Hirer will fully indemnify the Church on demand against all costs of cleaning, tidying reinstating, repairing, or replacing any part of the Hired Area and/or the Premises which shall be damaged, stolen, destroyed, soiled, or removed during the period of the hire, or prior or subsequent thereto, in relation to or by reason of the hire.

4. GAMING, BETTING AND LOTTERIES AND OTHER LAWS OR REGULATIONS

The Hirer shall ensure that nothing is done in or in relation to the Hired Area in contravention of the law relating to gaming, betting, and lotteries, serving of alcohol or any other laws, regulations or otherwise.

5. PUBLIC SAFETY COMPLIANCE

- a. The Hirer will ensure that good order, and orderly and safe conduct is always maintained during the hire, by, without limitation, engaging appropriate attendants and/or stewards, controlling the movement of Users and ensuring that overcrowding does not occur and will ensure in any event that the maximum number of Users referred to in paragraph 4 above is not under any circumstances exceeded. If disorder does occur, the Hirer will call the police forthwith.
- b. The Hirer will always ensure during the hire that the Hired Area is kept safe (by, without limitation, preventing the trailing of wires, the placing of objects, the making of spillages, or otherwise, that Users may trip or slip on or in or fall over, or which may fall upon them, or otherwise).

- c. The Hirer will generally ensure that no activity takes place at, in or near, the Hired Area and/or Premises, by Users, whether involving excessive noise, rowdiness, drunkenness, the use of bad language, bad behaviour, or otherwise, which may bring the Church into disrepute and/or which is otherwise incompatible with the quiet, residential nature of the area where the Premises are located, and/or which is likely to cause injury, disturbance or annoyance to any User and/or any person living near the Premises.
- d. The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, and the Local Magistrates' Court, or otherwise, or under or pursuant to any law or regulation, particularly in connection with any event which includes public dancing or music or other public entertainment or stage plays.
- e. The exact location of the fire exits, and fire extinguishers must be noted before the Hired Area is occupied and the manner of opening fire doors should be made known to all Users of the Hired Area. 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. Users should assemble on the far side of Homewood Road. The Emergency Evacuation Plan should be read and understood. In the event of seeing fire or smoke please enact the Plan.
- f. The sounding of a fire alarm (accidental or otherwise) must be notified to the Hall Bookings Administrator for entry in the Fire Alarms Incident Logbook.

6. HEALTH AND HYGIENE

The Hirer shall if preparing or selling food, observe all relevant food health and hygiene legislation and regulations and provide their own preparation equipment. Hirers are wholly responsible for the provision of appropriate fresh food and its hygienic and safe preparation.

The Hirer shall ensure that they follow any government guidelines / regulations with regards to infectious disease which apply at the time the hire takes place. In those circumstances, the Hirer shall conduct a risk assessment in advance to mitigate any spread of infectious disease to those attending their event.

The hirer will also, if required by government guidelines/regulations, complete and retain a register of contact details of those attending an event so that it may be referred to if a Track and Trace system is in operation.

7. ELECTRICAL APPLIANCES AND EQUIPMENT

- a. The Hirer shall not bring any equipment, goods, or things onto the Premises and/or in the Hired Area, unless these form part of the scope of the Hire as referred to in the Details Sheet, or leave any equipment, goods, or things on the Premises and/or in the Hired Area. The Church may dispose of any equipment, goods or things left on the Premises and/or in the Hired Area, as and when it thinks fit, and may, entirely within its discretion, charge the Hirer for any cost, expense or otherwise relating thereto or to any storage costs prior to such disposal.
- b. The Hirer shall ensure that any electrical appliances brought by them to the Premises and used there shall be safe and in good working order and used in a safe manner and comply with the Electricity at Work Regulations 1989 and any other applicable laws or regulations.

8. INSURANCE

The Hirer warrants that it has adequate and appropriate insurance cover for any damage to the Premises or injury to any User arising during the hiring, for any cause whatsoever. The Church may at its discretion require the Hirer to produce a copy of its insurance policy together with evidence that the same is up to date and the premium has been paid in relation thereto (following which the Hirer will produce the same forthwith).

9. INDEMNITY AND LIABILITY

- a. The Hirer shall fully indemnify and keep fully indemnified the Church and its trustees, employees, volunteers, agents and invitees against: (a) the full cost of repairing any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises, arising as a result of the Hirer's occupation or use of the same (including without limitation the occupation or use of the same by any User); and (b) all claims in respect of damage to, or loss of, property, or injury to persons arising as a result of the Hirer's occupation or use of the Premises (including the storage of equipment) by the Hirer (including, without limitation, the occupation or use of the same by any User); and (c) any demand, action, liability, expense, charge, cost, fee, fine, claim, penalty, or otherwise, suffered or incurred by the Church as a result of the Hirer's breach of this agreement, and/or any claim made by any third party (including any User) against the Church in connection with and/or in respect of the hire.
- b. Hirers are reminded that they are responsible for any accident or injury arising out of the activity for which they have booked the Premises. It is the responsibility of the Hirer to ensure that the Hired Area is safe for the purposes for which they intend to use them.
- c. The Church accepts no liability or responsibility for any loss or damage to property howsoever arising, other than as a result of its gross negligence.
- d. The Church will not be liable for any indirect and/or consequential loss and/or any loss of profits, whether arising under or in respect of contract, tort, misrepresentation, breach of statutory duty, or otherwise.
- e. Nothing in this agreement shall be deemed to exclude any liability that the Church is prevented from excluding by law, in particular the Church's liability for death or personal injury arising as a result of its negligence and the Church's liability for fraudulent or deliberate misrepresentation.

10. ACCIDENTS AND DANGEROUS OCCURRENCES

The Hirer must record all accidents involving injury on or around the Premises in the Accident Book, located in the first aid box in the kitchen.

11. CHILDREN AND YOUNG PEOPLE

The Hirer is required to make arrangements for children complying with the Children Act 1989 and consistent with the recommendations in the Code of Practice "Safe from harm" issued by the Home Office for instance complying with the requirements to have DBS clearance.

12. VULNERABLE ADULTS AT RISK

The Hirer is required to make arrangements for Vulnerable Adults at Risk. Complying with the Care Act 2014 and consistent with the principles of safeguarding adults as stated in their Code of conduct which protects an adult's right to live in safety, free from abuse and neglect, for instance complying with the requirements to have BS clearance.

13. FLY POSTING

The Hirer shall not carry out or permit any fly posting or any other form of unauthorised advertisements for any event taking place at the Premises and shall indemnify and keep indemnified the Church accordingly against all actions, claims and proceedings arising from any breach of this condition.

14. SALE OF GOODS AND FUND RAISING

- a. The Hirer shall, if selling goods on the Hired Area, comply with all relevant laws, regulations and any Code of Practice used in connection with such sales.
- b. If the Hired Area is to be used for any form of fund raising, any advertising, tickets and related promotional material must include the name of the Hirer.

15. CANCELLATION

- a. If the Hirer cancels the booking within 14 days of hire date, it shall be liable to payment of the full charge of the booking.
- b. The Church reserves the right to cancel the hire by written notice to the Hirer in the event of:
 16. The Premises being required for Church activities and services (in which case as much notice as practical in the circumstances will be provided and alternative bookings will be offered where possible.
 17. The Church considering that: (i) such hire will lead to a breach of licensing conditions, if applicable, and other legal or statutory requirements, or (ii) unlawful or inappropriate activities will take place as a result of the hire; or
 18. The Premises becoming unfit for the use intended by the Hirer.
 - a. The Church reserves the right to cancel this agreement immediately, where necessary by verbal notification to that effect, (whether the hire has actually started, or otherwise), if the Hirer is in breach of any provision of this agreement, including without limitation, the Hirer's failure to pay the charges on time as referred to in paragraph 21 below.
 - b. In any such case (including an immediate cancellation as referred to above), the hire shall terminate forthwith (whether it has started, or otherwise) and if the hire has started, it shall immediately come to an end and the Hirer shall vacate the Premises as soon as possible and procure that the Users do likewise, without prejudice to all of the Hirer's rights to leave the Premises in good order and in a clean and tidy condition, and to the Hirer's responsibility for breakages, damages and so on, as referred to in this agreement. The Church shall not be liable to the Hirer for any cancellation of this agreement, for any resulting direct or indirect loss, or consequential loss or damages whatsoever, or otherwise.

19. GENERAL TERMS AND KEY TERMS

- a. The Hirer shall at all times abide by the provisions of the General Terms and Key Terms which as aforesaid shall form part of this agreement.
- b. The Hirer shall be responsible for leaving the Hired Area in a clean and tidy state, and in good order, with any contents temporarily removed from their usual positions properly replaced. Without limitation to any other rights that it has under this agreement the Church may charge the Hirer the full cost of cleaning, replacing,

repairing or otherwise, the Hired Area or the Premises if the Hirer is in breach of any of its obligations to keep the Hired Area, clean and tidy and in good order.

- c. The Hirer shall remove all equipment and other property (other than stored equipment) at the end of each hiring.
- d. The Hirer shall ensure that the minimum of noise is made on arrival and departure.

20. EQUIPMENT STORAGE

The Church may, entirely within its discretion, make a locker(s) available to a Hirer for the storage of equipment for a specified period and at such charge and under such conditions as the Business Committee of the Church may determine. The Hirer shall comply at all times with any conditions relating to the use of such locker.

21. NO ALTERATIONS

No alterations or additions may be made to the Premises nor may any fixtures or placards, decorations or other articles be attached in any way to any part of the Hired Area without the prior written permission of the Hall Bookings Administrator. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Church remain in the Premises at the end of the hiring and become the property of the Church or be promptly removed by the Hirer who must make good to the satisfaction of the Church any damage caused to the Premises by such removal.

22. NO RIGHTS

The Hirer's rights under this agreement are personal to the Hirer. The Hirer is not permitted under any circumstances to sub-let or rent or grant any license or other right over or in relation to, any part of the Premises, including the Hired Area, and/or to assign or attempt to assign any rights that it has under this agreement. This agreement constitutes a temporary license only to use the Premises, strictly in accordance with this agreement and confers no tenancy or other right of occupation on the Hirer, nor implies that the Hirer has any proprietary right in the Hired Area and/or the Premises and/or Hired Area and the Hirer will not under any circumstances attempt to assert any such right.

23. CHURCH RIGHT OF ACCESS

The Church retains the right to enter any part of the Premises at any time, as it thinks fit, in order to ensure the Hirer's compliance with the provisions of this agreement.

24. CHARGES

- a. The Business Committee of the Church shall set the charges and other conditions for the hire of all parts of the Premises.
- b. Hirers must pay the charges in cleared funds at least one month before the event. Regular Hirers must pay at least one month before the commencement of the period of regular hire unless an alternative arrangement is agreed in writing with the Hall Bookings Administrator.

25. ENTIRE AGREEMENT

- a. This agreement is the entire agreement in respect of the matters referred to herein and may only be amended by a duly authorised representative of each party.

KEY TERMS

This hire agreement comprises of these Key Terms, the Details Sheet and General Terms and any specific terms, attached hereto. Unless the Church specifically excludes any of them in writing, all such terms will apply to the hire, and the Hirer is urged to read them all carefully before signing this agreement. By signing this agreement, the Hirer understands that it will be bound by all such terms and confirms that it has read and understood the same. Any queries regarding any of the terms should be clarified with the Church Administrator before they are signed.

Our Church and Halls are used by many groups every day. They want to find the premises in good condition. To achieve this, the following rules must be followed.

1. **The key you receive opens the Foyer door on the left of the building.** Please enter and leave the premises by this door. When you leave, please put the key in the letterbox in the door to the Main Hall at the front of the building. If you have an evening booking, please leave the building quietly no later than 00.00 pm so as not to disturb our neighbours.
2. **No smoking** inside the building.
3. **Please do not adjust the central heating controls or the radiators.**
4. **Please do not move pianos** without permission in writing from the Church Halls Administrator.
5. **Please ensure that any items stored in any cupboards is not a health and safety risk.**
6. **Please keep doors closed and the volume down** to avoid disturbance to the neighbours.
7. **Please use only non-marking trainers** for sports. Please do not use any form of shoe that marks or damages or is likely to mark or damage the floor.
8. **Please leave all areas clean, tidy and in good order**, by among other things, sweeping up all debris, picking up all litter and mopping up liquid spillages. Please do not leave chewing gum anywhere. Please note that the broom cupboards are in the left corner of the Foyer.
9. **Please do not use the Kitchen to prepare or keep food** unless you have specifically booked it. If you have not specifically booked the kitchen you may use it to provide tea and biscuits only but must expect to **share** it with other groups.
10. **No Deep fat Frying permitted on site** and all spills involving the cooker to be cleaned up.
11. **Please put all rubbish in black bin bags (whether papers, wrappers, bottles, cans, or otherwise).** Please bring your own plastic bags to put the rubbish in. Please take rubbish home with you.
12. **Before you leave, please:**
 - (a) turn off all appliances except the refrigerator and hot water dispenser and turn off the electric wall heater in the kitchen and toilets.
 - (b) check that all internal doors and windows are closed, and all external doors are properly closed and locked,
 - (c) and all internal and external lights switched off. The external lights are operated by a two-way switch, one by the Foyer door and the other by the main door at the end of the Main Hall; and
 - (d) stack away any chairs and tables safely so as not to obstruct doors or corridors and to keep the badminton court clear in the main hall.

The Hirer's attention is drawn to the Church's cancellation rights as referred to in paragraph 15 of the attached General Terms, and in particular to the Church's right to cancel a hire immediately (even if it has already started) if the Hirer is in breach of this agreement.

GENERAL EMERGENCY EVACUATION PLAN (GEEP) PRIVATE HIRE HALL

In the event of seeing fire or smoke

Remain calm? **Shout FIRE!**

Activate a manual call point – **BREAK THE GLASS**

Call 999 or 112 for the FIRE SERVICE

{Do this from outside of the building}

{Do not assume some else has done it}

{Stay on the line until the Fire Control operator tells you to hang up}

FULL ADDRESS

ST ALBANS UNITED REFORMED CHURCH
HOMWOOD ROAD JUNCTION SANDPIT LANE, ST. ALBANS, HERTS. AL1 4BH

Proceed to the designated Assembly Point and Remain There

On hearing the fire alarm

Immediately stop what you are doing, turn off any cooking appliances, and make your way to the nearest fire exit.

Designated persons to evacuate impaired people out of the nearest door
Proceed to the designated Assembly Point and remain there

DO NOT WANDER OFF!

BEWARE OF FIRE ENGINES ARRIVING!

Person in charge of hiring the hall

Check ALL toilets and evacuate anyone within

If anyone is missing inform the **FIRE OFFICER IN CHARGE** giving their last known location.
(Fire Officer in charge wears a white helmet)

Only fight a fire if it is safe to do so, there are 2 of you present and you are properly trained

Make sure you have a safe means of escape

**DO NOT STOP TO COLLECT BELONGINGS
DO NOT RE- ENTER THE BUILDING UNTIL TOLD TO DO SO BY
THE FIRE SERVICE**