



GATEACRE TEAM

BOOKING AGREEMENT

This Agreement is between

- 1) The Parochial Church Council of Gateacre Team Ministry (**PCC**)
 - 2) The person(s) or organisation named on the booking form (**Hirer** or **you**).
1. In consideration of the charges listed in the booking form and subject to the Hirer's obligations under clauses 3 and 4, the PCC permits the Hirer to use the Premises for the purpose and during the Hire Period described in the booking form.
 2. The Hirer and the PCC agree and declare that the following terms have the meanings set out below:
 - a. The **Agreement** includes the Booking Form, this agreement, the Standard Conditions of Hire and any Special Conditions of Hire notified in writing.
 - b. The **Booking form** is the written confirmation of booking provided by the PCC.
 - c. The **Event** is the event for the purpose of which the Premises has been booked.
 - d. The **Premises** comprises the room(s) or building listed in the booking form, and any communal **Facilities** also listed in the booking form, such as toilets, kitchens or outside areas.
 - e. The **Building** comprises the land and building(s) of which the Premises form part, including any Facilities and car parking areas.
 - f. The **Hire Period** is the dates/times of hire listed in the Booking Form, including any preparation and clearing up time.
 - g. The **Privacy Notice** is the notice containing the privacy information required under data protection legislation about how the PCC use any personal information acquired or used in relation to the Hirer's use of the Premises and the booking, which is available online by following the link in the booking form or at www.churchofengland.org.uk.
 - h. The **Safeguarding Policy** is the safeguarding policy for the Gateacre Team Ministry, which is available online at www.churchofengland.org.uk. Contact details for the **Parish Safeguarding Officer** for the Premises are published on posters in the Building and on the booking form.
 3. The Hirer agrees to observe and perform the conditions, provisions and stipulations contained or referred to in the Standard Conditions of Hire set out below and any Special Conditions of Hire notified in writing.
 4. The Hirer agrees with the PCC to be present (or to ensure that its authorised representative is present in the case of an organisation) during the Hire Period to supervise the Event and to ensure full compliance with the terms of this Agreement.

Standard Conditions of Hire

1. Payment of the charges

- 1.1. The Hirer shall pay to the PCC a Deposit of **£50** on the date of the Agreement.
- 1.2. The Hirer shall pay to the PCC the balance of the Hire Fee, payable without any deduction **14 days before** the Hire Period.
- 1.3. The PCC will refund any Deposit within 14 days of the end of the Hire Period unless the PCC, acting in their absolute discretion, have reason to retain some or all of the Deposit, such amount to be determined by the PCC, because of any damage or loss having been caused to the Premises or its contents or any complaints having been made to the PCC about noise or other disturbance during Hire Period or as a result of the Event.

2. REPAIR, CONDITION, DAMAGE AND LEAVING THE PREMISES

- 2.
- 2.1. The Hirer shall:

- 2.1.1. Leave the Premises clean, tidy and clear of rubbish at the end of the Hire Period. Rubbish must be taken off the premises and disposed of by the hirer. Rubbish left at the hire premises will incur a disposal charge that will be recovered from the deposit.
- 2.1.2. Not cause or permit to be caused any damage to:
 - 2.1.2.1. The Premises, Building or any neighbouring property; or
 - 2.1.2.2. Any property of the owners or occupiers of the Premises, Building or any neighbouring property including but not limited to the fixtures and furniture on the Premises from time to time; and shall
- 2.1.3. Not obstruct any other areas of the Building, make them dirty or untidy or leave any rubbish on them.

3. USE OF THE PREMISES

3.

- 3.1. The Hirer shall not use the Premises other than for the purposes of the Event.
- 3.2. The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting, or lotteries etc.
- 3.3. The PCC does not have a licence for alcohol, and no alcoholic beverages may be brought onto the premises.
- 3.4. The Hirer shall not do or permit to be done on the Premises anything to injure the reputation of the Premises or which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the PCC or to any other tenants or occupiers of the Building or any owner or occupier of neighbouring property.

1. The Hirer shall not allow any animals (including birds) into the Building (except guide dogs, hearing dogs or recognised assistance dogs) without written approval in advance.

- 3.5. "The churchwardens and their assistants shall not suffer the church or chapel to be profaned by any meeting therein for temporal objects inconsistent with the sanctity of the place." "When any church or chapel is to be used for a play, concert or exhibition of films or pictures, minister shall take care that the words, music and pictures should befit the House of God, be consonant with sound doctrine, and make for the edifying of the people" (Canons of the Church of England, sections F15 & F16). If hiring Premises that are licensed for public worship, the Hirer must be mindful of these requirements when planning the Event. Please contact us if you would like any clarification or advice.

4. ALTERATIONS

4.

- 4.1. The Hirer shall not make any alteration or addition whatsoever to the Premises.
- 4.2. The Hirer shall not display fix or attach to the Premises in any way (or elsewhere in the Building) any decoration, advertisement, flag, banner, placard, poster, sign, notice or other article without the prior written approval of the PCC.
- 4.3. Unless the PCC ask for it to be left in place, any article(s) approved by the PCC under condition 4.2 must be removed by the Hirer at the end of the Hire Period and any damage caused by such removal must be made good to the satisfaction of the PCC.

5. COMPLIANCE WITH RULES AND REGULATIONS

5.

- 5.1. The Hirer shall not do anything that will or might constitute a breach of any planning permissions or other consents, licences, permissions, certificates, authorisations or approvals whether of a public or private nature affecting the Premises.
- 5.2. The Hirer shall comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Premises.
- 5.3. The Hirer shall comply with any terms and conditions for the use of WiFi in the Building, if it is provided. These will be displayed on posters in the Building where applicable.
- 5.4. The Hirer shall observe any rules and regulations the PCC make and notify to the Hirer regarding the Hirer's use of the Premises and any Facilities or other parts of the Building pursuant to the Agreement.

6. PUBLIC SAFETY

6.

- 6.1. The Hirer shall comply with all conditions and regulations made in respect of the Premises by any regulatory bodies including but not limited to the Fire Authority, Local Authority or the Licensing Authority.
- 6.2. The Hirer acknowledges that they have been notified of the following matters by the PCC or received or been shown appropriate notices or instructions on or in relation to:
 - 6.2.1. The maximum number of people permitted to occupy the Premises;
 - 6.2.2. The action to be taken in event of fire including the need to call the Fire Brigade and how to evacuate the Premises;
 - 6.2.3. The location and use of fire equipment; and
 - 6.2.4. The escape routes from the Premises and the need to keep them clear.
- 6.3. The Hirer shall:
 - 6.3.1. Read and comply with the fire notices posted throughout the Building;
 - 6.3.2. Familiarise themselves with the fire alarm points, the location of fire extinguishers and the available escape routes;
 - 6.3.3. Keep all means of exit from the Premises free from obstruction and immediately available for exit in the case of emergency;
 - 6.3.4. Not prop any fire doors open, obstruct any fire doors or escape routes, damage any fire safety equipment, cause any dangerous accumulations of combustible materials to occur, or do anything likely to cause a fire risk;
 - 6.3.5. Follow all audible emergency alarms and not tamper with any device or system designed for use in an emergency;
 - 6.3.6. Ensure that the Fire Brigade are called to any outbreak of fire, however minor;
 - 6.3.7. Inform the PCC of any outbreak of fire, however minor, as soon as possible;
 - 6.3.8. Observe all relevant food health and hygiene legislation and regulations in relation to the preparation and serving of any food;
 - 6.3.9. Comply with the provisions of any relevant health and safety policies and ensure that those using the Premises are aware of such policies;
 - 6.3.10. Ensure that any electrical appliances brought onto the Premises by the Hirer are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989;
 - 6.3.11. Report all accidents involving injury to the public to one of the PCC as soon as possible and complete the appropriate accident book;
 - 6.3.12. Not bring any highly flammable substances onto the Premises;
 - 6.3.13. Not put up any decorations near light fittings or heaters; and shall
 - 6.3.14. Not bring onto the Premises (or use) any heating appliances without the consent of the PCC.
- 6.4. The Hirer shall inform all members of their group of the procedures in 6.3 and take responsibility for the safe exit of all members in the event of an emergency. In the event of a fire, the Hirer's primary responsibility is to ensure the rapid and safe evacuation of the members of their group in the building.

7. INSURANCE AND INDEMNITY

7.

- 7.1. The Hirer shall not do anything that will or might invalidate in whole or in part any insurance effected by the PCC in respect of the Building.
- 7.2. The Hirer shall indemnify the PCC and keep the PCC indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - 7.2.1. The use of the Premises by the Hirer;
 - 7.2.2. Any breach of the Agreement; and/or
 - 7.2.3. The cost of repairs to any damage done to any part of the Premises or Building.
- 7.3. Unless the PCC otherwise agree, the Hirer shall take out adequate insurance in respect of the liability of the Hirer under condition 7.2 and at the request of the PCC shall produce to the PCC evidence of such policy and of the payment of the premiums for it.

8. SAFEGUARDING

8.

- 8.1. The Hirer confirms that the Hirer has received a copy of the Safeguarding Policy, has an understanding of it, and undertakes to comply with it unless the Hirer is an organisation with an equivalent policy of their own.
- 8.2. The Hirer is required to ensure that children, young people and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage occurring; and to carry full liability insurance for this.
- 8.3. In particular this means that:
 - 8.3.1. The Hirer will comply with the attached good practice guide with children and young people or vulnerable adults unless you already have an equivalent;
 - 8.3.2. The Hirer will provide the PCC with a copy of your organisation's Safeguarding Policy/ies or if you do not have one adopt the PCC's Safeguarding Policy;
 - 8.3.3. The Hirer will recruit safely all current paid and voluntary workers who work with children and/or vulnerable adults, by obtaining satisfactory disclosures from the Disclosure and Barring Service where eligible, and keeping records of dates and disclosure numbers indefinitely;
 - 8.3.4. The Hirer will keep a list of the names of all paid and voluntary workers with regular and direct contact with children/vulnerable adults, and update it annually;
 - 8.3.5. The Hirer will always have at least two leaders over the age of 18 years in any group of children and young people, no matter how small the group;
 - 8.3.6. No person under the age of 18 years will be left in charge of any children or young people of any age;
 - 8.3.7. No child or group of children or young people should be left unattended at any time;
 - 8.3.8. A register of children, young people or vulnerable adults attending the Event will be kept securely. This will include details of their name, contact details of parent/guardian/carer etc., date of birth and next of kin;
 - 8.3.9. The Hirer will immediately (within 24 hours) inform the Parish Safeguarding Officer of:
 - 8.3.9.1. The occurrence of any incidents or allegations of abuse or causes of concern relating to members or leaders of your organisation, and contact details for the person in your organisation who is dealing with it
 - 8.3.9.2. Any known offenders against children or vulnerable adults seeking to join your membership, and manage such allegations or agreements with offenders in co-operation with statutory agencies, and with the church.

9. LICENCES

9.

- 9.1. If any licences are required in respect of any activity to be carried out at the Premises in relation to the use of the Premises by the Hirer, the Hirer shall ensure that they hold the relevant licence unless a relevant licence is already held by the PCC.

10. NO RIGHTS

10.

- 10.1. The Hirer acknowledges that:
 - 10.1.1. The Agreement confers permission to use the Premises only and creates no relationship of landlord and tenant between the PCC and the Hirer or any other rights of occupation;
 - 10.1.2. The PCC retain control, possession and management of the Premises and the Hirer has no right to exclude the PCC from the Premises.

11. CANCELLATION

11.

- 11.1. The PCC shall be entitled at any time on giving written notice to the Hirer to cancel the hiring of the Premises if the PCC discover that:
 - 11.1.1. The Premises is required for any use that the PCC (in its sole discretion) deems to be exceptional;
 - 11.1.2. The Purpose of the Event contravenes PCC policy or the ethos of the Church;
 - 11.1.3. Any unlawful or inappropriate activities would take place on the Premises as a result of the hire; or
 - 11.1.4. The Premises have become unfit for use by the Hirer.

- 11.2. In the event of cancellation by the PCC under condition 11.1, the Hirer shall be entitled to a refund of any Deposit already paid. The PCC shall not be liable to the Hirer for any direct or indirect loss or damages whatsoever.
- 11.3. If the Hirer wishes to cancel the booking before the start of the Hire Period the Hirer should give as much notice to the PCC as possible and in any event not less than 14 days' notice. The Hirer shall have no right to a refund of the Deposit.
- 11.4. If the Hirer cancels the booking within 14 days of the date of the Event and the PCC are unable to conclude a replacement booking, the question of the payment or the repayment of the charges shall be at the absolute discretion of the PCC.

12.END OF HIRE

12.

- 12.1. At the end of the Hire Period the Hirer shall ensure that:
 - 12.1.1. The Premises are left in a clean and tidy condition;
 - 12.1.2. All rubbish is bagged and removed from the premises;
 - 12.1.3. The Premises and all windows are properly locked and secured;
 - 12.1.4. All keys are left in such place or with such person as shall be specified by the PCC;
 - 12.1.5. Any items moved from their usual position during the Period of Hire shall be repositioned in their original places to the reasonable satisfaction of the PCC;
 - 12.1.6. The lights and any water taps at the Premises, and the rest of the Building if appropriate, are turned off;
 - 12.1.7. The electric sockets at the Premises, and the rest of the Building if appropriate, are turned off unless labelled to be left on;
 - 12.1.8. Any heating at the Premises is turned off unless otherwise directed by the PCC; and
 - 12.1.9. All equipment goods and/or other property belonging to the Hirer is removed from the Premises and/or the Building.
- 12.2. If the provisions of condition 12.1 are not fulfilled, the PCC shall be at liberty to use the Deposit to make good any default.
- 12.3. Any equipment goods and/or other property belonging to the Hirer and left at the Premises and/or Building at the end of the Hire Period is at the sole risk of the Hirer. If any such items are not removed within 7 days of the end of the Hire Period the PCC shall be at liberty to dispose of any such items and any costs of disposal will be borne by the Hirer. The PCC will not owe the Hirer any responsibility for the Hirer's property, any damage to such property or the proceeds arising from any sale.

13.LIMITATION OF PCC' LIABILITY

13.

- 13.1. Subject to clause 13.2, the PCC are not liable for:
 - 13.1.1. The death of, or injury to the Hirer, its employees, customers or invitees to the Premises; or
 - 13.1.2. Damage to any property of the Hirer or that of the Hirer's employees, customers or other invitees to the Premises; or
 - 13.1.3. Any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred due to the use of the Premises by the Hirer or the Hirer's employees, customers or other invitees.
- 13.2. Nothing in clause 13.1 shall limit or exclude the PCC' liability for:
 - 13.2.1. Death or personal injury or damage to property caused by negligence on the part of the PCC or their employees or agents; or
 - 13.2.2. Any matter in respect of which it would be unlawful for the PCC to exclude or restrict liability.

14.DATA PROTECTION

14.

- 14.1. The PCC care about the Hirer's privacy and the Hirer's trust is important to the Church. The Privacy Notice available online (see 2.g above) explains how the PCC collect, use and protect the Hirer's personal information. It also provides information about individuals' rights and who to contact if individuals have any questions about

how PCC use their information. The Hirer is invited to contact the Data Protection contact with any questions, including any accessibility issues.

15. THIRD PARTY RIGHTS

15.

15.1. A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

16. GOVERNING LAW

16.

16.1. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

17. JURISDICTION

17.

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).