

HIRE AGREEMENT 2019

TERMS AND CONDITIONS OF HIRE

1. GENERAL

- a. All of the rooms for hire are part of the premises of Canterbury Baptist Church. While seeking to invite non-church groups to use the buildings, the trustees reserve the right to limit hire to organisations and for uses which are consistent with the status of the buildings as a place of Christian worship. The church will require to know for what purpose the rooms are being hired, and may refuse a booking if any proposed activity conflicts with church practice or beliefs.
- b. **BOOKING:** All booking applications must be submitted on the Booking Form provided. The person signing this form will be considered the Hirer. Where an organisation is named in the application, the organisation will also be considered the Hirer and shall be jointly and severally liable in all respects with the person who signs this form.
- c. **KEYS:** When necessary, the Hirer agrees to collect the keys from the Church Office by arrangement in advance of the booking date. The Hirer agrees to return the keys/fobs immediately after the end of the period of hire.
- d. **DEPOSIT:** A deposit of £50 (£150 for parties) is payable at the time of booking. Provided the full booking fee has been paid, this will be returned within 30 days of the event subject to deduction of any sums withheld to meet the cost of rectifying damage or cleaning costs that may have occurred during the hire period.
- e. **PAYMENT:** Upon receipt of your Booking Form, an invoice will be issued to the hirer for payment on a stated date. Any questions or disputes in relation to the invoice must be made in writing.
- f. **EXCLUSIONS:** The Hirer undertakes not to use the premises for any purpose other than that described on the Booking Form. The Hirer shall not sub-let the premises. The Hirer shall not use the premises (or allow the premises to be used) for any unlawful purpose, or in any unlawful way, nor do anything or bring on to the premises anything which may endanger the premises or invalidate any insurance policies connected with the premises. Information about the Public Liability Insurance of the premises is available from the Church Office upon request.
- g. **ALCOHOL:** The church site is not a licensed premise. The Hirer agrees to ensure that no alcohol is sold therein unless otherwise stipulated in this agreement. In such instances a Temporary Events Licence must be successfully applied for from Canterbury City Council by the Hirer. Should this be applicable, or should the Hirer wish to bring alcoholic drinks of any nature onto the site for private consumption in moderation, these arrangements are to be agreed with a Church Office staff member representing 'CBC' and noted as 'Special Terms' of hire at the time of booking.
- h. **SMOKING:** The church buildings are designated No Smoking Zones.
- i. **MUSIC:** The Hirer agrees that no music or live bands are to be used at the event unless these arrangements are agreed with a Church Office staff member representing 'CBC' and noted as 'Special Terms' of hire at the time of booking. The Hirer accepts responsibility to ensure that all noise is kept to a level such that neighbours are not unduly disturbed. The Hirer agrees to terminate all loud noise on the premises by 10.30pm at the latest.

2. SUPERVISION AND RESPONSIBILITY: The Hirer agrees, during the period of the hiring, to accept responsibility for supervision of the premises, the fabric and the contents, their care, safety from damage, however slight, and the behaviour of all persons using the premises whatever their capacity.

3. CHILD AND VULNERABLE ADULT PROTECTION: The Hirer will make every effort to be familiar with current Home Office codes of practice relating to child and vulnerable adult protection. By signing this agreement the Hirer understands these policies and procedures and undertakes to follow their recommendations in relation to work with children, young people under 18 years of age and vulnerable adults. The Hirer accepts responsibility for the appointment of appropriate leaders and helpers who will be working with these groups of people. For further explanation of these responsibilities please see the 'CBC' Safeguarding Policy for the premises (a copy of this can be obtained from the Church Office upon request).

4. PARKING: The Hirer agrees to encourage those attending the event to use the neighbouring Canterbury City Council Longport Road car park or Park & Ride facilities as street parking in the vicinity of the church site is not always available. Parking on the church forecourt is not permitted under any circumstance.

5. SAFETY MEASURES

- a. **PUBLIC SAFETY AND LOCAL AUTHORITY REGULATIONS:** The Hirer accepts responsibility for and shall comply with all conditions and regulations as may need to be made in respect of the premises by the Fire Authority, Local Authority, the Magistrates Court and others particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays and for ensuring that such events shall not involve the infringement of any copyrights or performing rights.
- b. **MAXIMUM NUMBERS:** The Hirer shall not cause or allow the maximum number of patrons and or guests admitted to exceed the numbers specified, as follows. *Please note – these are the maximum numbers of persons permitted for fire safety purposes only - we strongly recommend viewing of rooms before booking as you may feel these numbers are higher than would be comfortable.

Upper Hall	Lower Hall	Baptist Hall	Allan Ritchie Hall	Upper Lounge
240	100	110	40	30

- c. **EMERGENCIES AND HEALTH AND SAFETY MATTERS:** The Hirer accepts responsibility for completing all necessary risk assessments for the event and undertakes to ensure that, prior to the event, representatives of the Hirer identify the location of fire exits, first aid kits, stopcocks, the nearest hospital and similar facilities. Use of a telephone is not provided as part of the Hire agreement. For further explanation of these responsibilities please see the Emergency Evacuation Plan & Procedures Policy and Health & Safety Policy for the premises (a copy of this can be obtained from the Church Office upon request).
- d. **UNFIT FOR USE:** In the event of the premises or any part thereof being rendered unfit for the use for which it has been hired, 'CBC' shall not be liable to the Hirer for any resulting loss or damages of whatsoever nature.
- e. **ACCESS:** The Hirer shall allow any duly authorised representative of 'CBC' access to the premises or any part thereof at all times during the hiring.

6. RESPONSIBILITY FOR INJURY OR DAMAGE

- a. **DAMAGE:** The Hirer agrees to indemnify 'CBC' for the cost of repair for any damage done to any part of the property including the surroundings or the contents of the buildings which may occur during the period of the hiring as a result of events occurring during the hiring. Nothing is to be fixed to the walls in the building. Any group disregarding this rule will be asked to cover cost of any subsequent damage.
- b. **LOSS OF AND DAMAGE TO PRIVATE ITEMS:** The Hirer accepts responsibility for insuring any items brought onto the premises and understands that these items are not covered by the insurance cover maintained by 'CBC'.
- c. **NOTIFICATION:** The Hirer must notify us immediately of any injury to any person on the premise or of any damage caused to the building, premises or any part thereof or to any articles or contents within the building or premises or any part thereof during the hiring or your control of the premises. Any incidents must be recorded in the Accident Book, to be found next to the First Aid Kits in both kitchens.

7. PROHIBITIONS: Neither the Hirer nor anyone invited to the premises by the Hirer must:

- conceal from view, or obstruct access to, any firefighting equipment;
- give performance involving danger to the public;
- bring any hazardous or highly flammable substance onto the premises (including fireworks) without prior written consent;
- use laser, stroboscopic lighting, smoke vapours or water vapours;

8. CANCELLATIONS

- a. **CANCELLATION BY THE HIRER:** Should the Hirer wish to cancel the booking before the date of the event and 'CBC' is unable to conclude a replacement booking, the question of the payment or the repayment of the fee and deposit shall be at the discretion of Church Office staff representing 'CBC'.
- b. **CANCELLATION BY 'CBC':** 'CBC' reserves the right to cancel this hiring in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government Election or By-election. In such a case the Hirer shall be entitled to a refund of any deposit or hire charge already paid.
- c. **REGULAR BOOKINGS** Even where the Hirer has a regular booking for the hire of the premises, 'CBC' reserves the right to renew, vary or cancel any such regular arrangements by giving a minimum of 30 days' notice.

9. UTILITIES

- a. **SERVICES ETC.** The Hirer shall not interfere in any way with the switchboard, electricity or gas fittings, meter fittings or fixtures on the premises.
- b. **ELECTRICITY** The Hirer accepts responsibility for ensuring that the electricity supply is appropriate for any equipment to be used during the event, and ensuring that any equipment used has had the appropriate annual testing and will not endanger, overload, or damage the electricity supply, circuits, wiring, plugs, sockets, switchboards and other equipment.

- 10. COMPLETION OF HIRE:** At the end of the hiring, the Hirer accepts responsibility for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured and any contents temporarily removed from their usual positions properly replaced unless directed otherwise by Church Office staff representing 'CBC'. When the keys are collected 'CBC' will provide the Hirer with information regarding those matters to be dealt with. Should this term not be complied with, 'CBC' reserve the right to make an additional charge, all or part of which may be deducted from the deposit, in order to cover any costs necessary to rectify the situation.

Rules for using the kitchen

Using the kitchen for serving tea and coffee and pre-prepared food

Rules for using the kitchen NB... Hands must be washed when entering the kitchen

Switch flytrap on when kitchen is in use.

All cutlery and crockery must be washed in the dishwasher, dried and put away. (Use centrefeed paper towels to dry excess water on cups / mugs.)

Empty and sanitise dishwasher. (Remove and clean filters. Spray inside of washer with UB20.)

Switch off all appliances. (Flytrap, water boiler.)

Switch off and clean coffee machine. (Rinse with warm water.)

Sanitise all surfaces, cupboard doors, draws and handles. (Wipe with green cloth with UB20)

Close serving hatch.

Waste disposal.

Empty general waste bin and replace black bag. (General waste bag placed in wheelie bin at side of Baptist hall.)

Recycling and glass waste will be disposed of by CBC staff. (If the recycling or glass receptacles become too full, remove and place black bags alongside general waste wheelie bins. Replace black bag.)

All leftover food to be removed.

Fill in the management check list. (On back of kitchen door.)

Sweep and mop floor. (Green broom, mop and bucket will be found in the cleaning cupboard in the lobby. The key for the cleaning cupboard is above the cleaning cupboard door. Hot water must be obtained from the cleaning cupboard. Add 5 squirts of UB10 to mop bucket. Waste water must be disposed of in the sink in the cleaning cupboard.)

Green cloths and refuse bags may be found in the cleaning cupboard in the kitchen.

Using the oven and hob to prepare food.

NB. The person in charge when using the kitchen must have a Level 2 – Food and Hygiene certificate.

The Kitchen Temperature Log on the fridge door must be completed.

Rules for using the kitchen NB... Hands must be washed when entering the kitchen

Switch flytrap on when kitchen is in use.

To switch the gas cooker and oven on follow the instructions on wall chart.

After use the Gas interlock / airflow must be switched off. (Follow switching off instructions on wall chart.)

Hob must be cleaned and de-greased. (UB10)

Hood must be cleaned and de-greased. (UB10)

Oven splashback and face must be cleaned and de-greased. (UB10)

Grill must be cleaned out and de-greased. (UB10)

Cooking temperature and hot cabinet log must be filled in. (Log on fridge door.)

Microwave wiped out and sanitised. (UB20)

Hot cabinet must be switched off and wiped out with UB20.

All cutlery and crockery must be washed in the dishwasher, dried and put away. (Use centrefeed paper towels to dry excess water on cups / mugs.)

Empty and sanitise dishwasher. (Remove and clean filters. Spray inside of washer with UB20.)

Switch off all appliances. (Flytrap, hot water unit, hot cabinet, microwave.)

Sanitise all surfaces, cupboard doors, draws and handles. (Wipe with green cloth with UB20)

Close serving hatch.

Waste disposal.

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