

St Mary's Church Hall¹

Hamstead Road, Handsworth

(Registered Charity Number: L4/603/840)

Hire Agreement for the use of the Church Hall

Agreement between:

Name: The 'Hirer'	
Address:	
Home Telephone:	
Mobile Number:	
Email:	

And St Mary's Parish Hall, Hamstead Road, Handsworth (the 'Church Hall').

To use the Church Hall on²:

Date(s):	
From:	
To:	
Cost:	

¹ Ownership of Parish property

Under the provisions of the PCC (Powers) Measure 1956, Parochial Church Councils may not own property in their own right: Parish property, such as a Church Hall, is held by the Birmingham Diocesan Property Board as Custodian Trustee with the PCC having the role of Managing Trustee; taking 'day to day' responsibility for the property. In the event of a sale, lease or license of any Parish property, other than a casual hiring, the consent of the Fund must be obtained. Also, any restrictions in any trust deed must be taken into account and the requirements of the 2011 Charities Act met.

² No bookings will be taken less than 4 weeks of the planned event and any bookings will be cancelled if necessary deposits are not received within 2 weeks of the planned event

The person signing this agreement agrees to the following conditions of hire.

1. The Hirer agrees to pay a deposit in cash of £100 (£250 if alcohol is to be used) against this hire. This will be returned in full if the conditions of this agreement are upheld and an inspection following the period of hire finds that there has been no damage to the Church Hall. Such deposit shall only be refundable to the Hirer in the event of the Church Hall cancelling the booking. The Church Hall reserves the right to cancel the booking if exceptional unforeseen circumstances arise.
2. The Hirer agrees to pay £25.00 (£20.00 for a Registered Charity)³ per hour or part of an hour for the period the hall has been used (please allow for setting up and for clearing and cleaning the Church Hall in the hire period). The Hirer shall pay the balance of fees due before the commencement of the booking, as may be directed by the Church Hall. If the Hirer wishes to cancel the booking and the Church Hall is unable to arrange a replacement booking, the Church Hall may at its absolute discretion refund the fees (less the deposit) but shall be under no obligation to do so. In the event of the Church Hall cancelling the booking all fees (including the deposit) paid by the Hirer shall be refunded. If the period of hire extends beyond the agreed time the additional time will be deducted from the deposit.
3. The period of use shall not extend beyond 10.30pm (to comply with the current regulations on noise abatement) although the hire period may extend to 11.00pm to allow for clearing up after a function.
4. The Hirer agrees to pay £50.00 for the use of the kitchen (and if food is to be sold to ensure that those preparing and serving it have the appropriate qualifications).
5. The Hirer agrees to be responsible for the keys and alarm fobs for the Church Hall entrusted to the hirer for the duration of the hire and to take all reasonable steps to ensure the safety and security of those who attend any function or event. The Hirer shall during the period of hiring, be responsible for supervision and security of the premises, protection of the fabric and contents from damage, and the behaviour of all persons using the premises, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.
6. The Hirer agrees that they will have in place and available for inspection all necessary licenses and insurances (the Church Hall policy does not cover those who hire the Church Hall for public liability⁴).
7. The Hirer shall be responsible for the observance of all regulations affecting the premises imposed by the Licensing Justices, the Fire Authority and the Local Authority or otherwise.
8. The Hirer shall not sub-let or use the premises for any unlawful purpose or in any unlawful way or do anything or bring onto the premises anything which may endanger the premises, their users, or any insurance policies relating thereto.
9. The Hirer agrees to remove all decorations and rubbish from inside the Church Hall (including the toilets, store room and kitchen) and to remove all rubbish from the site (no rubbish bags, bottles, boxes or other waste should be left in the Church Hall or outside the door or within the perimeter) following the period of hire.

³ 1993 Charities Act

To comply with this Act, any disposal (sale or letting) must be at full market value unless the charitable objects of the proposed user can be deemed to be parallel with the charitable objects of the parish. Market Value must normally be evidenced by a valuation report from an accredited surveyor – who must certify that the property has been placed on the open market and that the best offer has been obtained under current market conditions.

⁴ Public liability insurance

The public liability (third party) insurance under Ecclesiastical Insurance's Parishguard policy provides an indemnity to the PCC as property owners if held legally liable for accidental bodily injury to members of the public, or accidental damage to their property while the premises are being hired.

This insurance, however, doesn't extend to indemnify any outside groups hiring the premises.

With the previous comments in mind, the PCC should obtain written confirmation from any hirers that they have public liability cover for their activities while the church premises are being hired.

Most organisations that operate on a regular basis are likely to have insurance cover and any individuals hiring the premises for a private function should check with their household insurers to ensure that the public liability cover would extend to include the organising of such an event.

10. The Hirer shall indemnify the Church Hall in respect of the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the building during, or as a result of, a booking and in respect of any liability to third parties or otherwise arising out of the use of the premises pursuant to the booking.
11. The Hirer accepts that there is no facility for storing any of their possessions in the Church Hall. If any goods or possessions belonging to the Hirer are for whatever reason left in the Church Hall the Hirer accepts that the Church Hall has no liability for any loss or damage to those goods or possessions.
12. The Hirer shall, if selling goods on the premises, comply with all relevant fair trading laws and any local code of practice issued in connection with such sales.
13. The Hirer acknowledges that no tenancy is intended to be created between the Church Hall and the Hirer and no relationship of landlord and tenant exists between them.
14. The Hirer is reminded that they are responsible for any accident or injury arising out of the activity for which they have hired the premises. It is the responsibility of the hirer to ensure that the premises are safe for the purpose for which they intend to use them.
15. The Hirer must, in the event of an accident, complete the accident book located in the Coffee Station in the Store Room, providing the information requested in part C.
16. The Hirer shall abide by the Safeguarding Policy in place in the Ecclesiastical Parish of Handsworth, St Mary and that all concerns relating to abuse of vulnerable groups will be reported to the relevant statutory authority.
17. The Hirer shall ensure that the Church Hall is not used for any religious service or observation other than services that are in accord with the Canons and Creeds of the Church of England and only then with the specific agreement of the Rector of the Ecclesiastical Parish of Handsworth, St Mary.

Signed - Hirer: _____

Name (Print): _____

Date: _____

Signed - St Mary's Church Hall: _____

Name (Print): _____

Date: _____