



MODEL HIRING AGREEMENT

Hiring Agreement for

Church Hall/Centre

THIS AGREEMENT is made on day of20.....

BETWEEN THE PAROCHIAL CHURCH COUNCIL (PCC) OF

.....

and the person(s) or body named below (“the Hirer”) whereby in consideration of the sum(s) mentioned in

paragraph 4 below:-

A. The PCC agree to permit the Hirer to use the premises or part(s) of the premises designated in paragraph 3 for the purposes and period(s) and at the hiring fee specified below:-

1. Purpose of Hiring.....
.....

2. Period of Hiring
Date(s)
Hours fromto
Description of rooms and facilities to be hired:
.....

3. Hiring Fee	£.....
Less deposit received	£.....
Balance	£.....



Payable on or before

.....

4. PCC's authorised representative:

.....

Address

.....

Telephone number

.....

B. THE HIRER agrees to observe and perform the provisions and stipulations contained or referred to in the PCC's Conditions of Hire for the time being in force and as annexed hereto and in such rules (if any) governing the use of the premises ("the Rules") and as the PCC may for the time being impose and of which the Hirer has been notified.

5. Hirer

.....

Organisation (if applicable)

.....

Address

.....

Telephone number

.....

Standard Conditions of Hire

1. THE HIRER shall pay as a deposit at least one third of the cost of the booking. Such deposit shall only be refundable to the Hirer in the event of the PCC cancelling the booking. The PCC reserves the right to cancel the booking if exceptional unforeseen circumstances arise.
2. THE HIRER shall pay the balance of fees due before the conclusion of the booking, as may be directed by the PCC. If the Hirer wishes to cancel the booking and the PCC is unable to arrange a replacement booking, the PCC 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 PCC cancelling the booking all fees (including the deposit) paid by the Hirer shall be refunded.
3. THE HIRER shall ensure that the Rules (if any) governing the use of the premises are complied with.
4. 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 (if any) so as to avoid obstruction of the highway.
5. THE HIRER shall be responsible for obtaining any local authority or other licences necessary in connection with the booking, other than those (if any) already held by the PCC.
6. THE HIRER shall be responsible for making adequate arrangements to insure against any third party claims which may lay against the Hirer or his/her organisation whilst using the premises.
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 shall indemnify the PCC 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.

10. 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.

11. THE HIRER acknowledges that no tenancy is intended to be created between the PCC and the Hirer and no relationship of landlord and tenant exists between them.

12. 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. THE HIRER must, in the event of an accident, complete the accident book located in:

.....

.....providing the information requested in part C.

13. THE HIRER shall abide by the PCC Safeguarding Policy, signing the statement provided at the end of this agreement to acknowledge that this has been seen and that all concerns relating to abuse of vulnerable groups will be reported to the relevant statutory authority.

AS WITNESS the hands of the parties hereto

SIGNED by the person named in paragraph 5 of the hiring agreement, on behalf of the PCC.



.....
Date.....

SIGNED by the person named in paragraph 6 of the hiring agreement, on behalf of the Hirer.

.....
Date.....

PART C

THE HIRER(S) of the

.....
(church / hall)

Is / are required to complete details of any accident or incident occurring during their occupation of the premises which did or could give rise to injury as soon as possible after the accident or incident but in any case before the premises are vacated by the hirer(s) after the event.

Person injured:

Name

.....

Address

.....

Telephone

.....

Time of incident

.....



Place incident occurred

.....

Detailed description of accident / incident (including a description of any apparatus or equipment involved) *continue overleaf if necessary*

.....
.....
.....
.....
.....
.....

Witnesses:

Name:
.....

Address:

Telephone:

Name:
.....

Address:

Telephone:

(Signed witness statements should be obtained wherever possible)



Model Safeguarding Provision that can be attached to any Hire of Church Premises Agreement

The Parochial Church Council of Parish Church has a Policy for Safeguarding Children, Young People and Vulnerable Adults. A copy is attached. Your booking agreement is conditional upon you complying with it unless you already have an equivalent policy of your own.

You are 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 that you carry full liability insurance for this.

In particular this means that:

you will comply with the attached good practice guide with children and young people or vulnerable adults unless you already have an equivalent;

You will provide the church with a copy of your organisation's Safeguarding Policy/ices or if you do not have one adopt the current parish policy;

you 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;

you 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;

you 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;

no person under the age of 18 years will be left in charge of any children or young people of any age;

no child or group of children or young people should be left unattended at any time;

a register of children, young people or vulnerable adults attending the activity 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;

you will immediately (within 24 hours) inform the Parish Safeguarding Officer of:

(a) 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

(b) 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.

The Parish Safeguarding Officer for Church is:

Name:

E-mail: Tel. No:

Declaration

I agree to abide by appropriate safeguarding procedures. I understand that my booking agreement may be terminated in the event of my failing to comply with these procedures.

Signed Designation

Organisation Date

Please sign two copies, one to be retained by the church, and one by the organisation

