

Hire Agreement



1. General Agreement

1.1 Emmanuel Christian Centre (ECC) welcomes hirers and their guests. As a Christian charity and place of worship, hire may not be possible for events or organisations which are contrary to our charitable objectives, Christian teaching, or ethos. Please read these terms and conditions and contact us if you have any queries.

1.2 The following terms are used in this document:

- **ECC:** The charity of Emmanuel Christian Centre and its premises
- **Hirer:** Any organisation, group, or individual entering into an agreement for use of a room or hall at ECC.

1.3 All applications for the use of ECC can either be made using the form in the appendix or our online form at <https://www.emmanuelcc.org.uk/hire>.

1.4 The right to refuse any application for the use of facilities is reserved by ECC's trustees, Chairperson and/or Centre Coordinator.

1.5 ECC reserves the right to cancel bookings for the use of facilities or hire.

1.6 The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

1.7 The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric, and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of the car park to avoid obstruction and the use of no more than 2 vehicles without prior agreement.

As directed by ECC's trustees, Chairperson or Centre Coordinator, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings, CCTV, or contents and for loss of contents.

1.8 The Hirer shall not use the premises (including the car park) for any purpose other than that described in the Hire Agreement 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 endanger the same or render invalid any insurance policies in respect thereof, nor allow the consumption of alcohol thereon without prior and explicit permission.

2.0 Insurance and Indemnity

2.1 The Hirer shall be liable for:

- the cost of repair of any damage (including accidental and malicious damage) incurred to any part of the premises including the curtilage thereof or the contents of the premises, which may occur during the period of hire, or as a result of the booking, or within the timing of the booking.
- all claims, losses, damages, and costs made against or incurred by ECC's trustees, its employees, volunteers, agents, or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer.
- all claims, losses, damages, and costs made against or incurred by ECC's trustees, its employees, volunteers, agents, or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

2.2 ECC shall possess adequate insurance to ensure the liabilities described in the clauses above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described. ECC shall claim on its insurance for any liability of the Hirer hereunder, but the Hirer shall indemnify and keep indemnified each of ECC's trustees, its employees, volunteers, agents, or invitees any insurance excess incurred and the difference between the amount of the liability and the monies received under the insurance policy.

2.3 Where ECC does not insure the liabilities described above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the trustees, Chairperson or Centre Coordinator. Failure to produce such policy and evidence of cover will render the hiring void and/or result in cancellation.

2.4 In line with ECC's insurance and as stated on notices outside of the building, CCTV has been installed within ECC and externally for the purposes of safety and security, and to discourage crime or antisocial activity. Images are stored for 28 days and then automatically deleted. ECC is registered with the Information Commissioners Office for the handling of CCTV images and data protection. Realtime CCTV images are not continually monitored and images are accessed only by trustees, the police or Insurance Company loss adjustors if required for the purposes intended.

2.5 ECC is insured against any claims arising out of its own negligence.

3.0 Rules of Agreement

3.1 The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries, and the person or organisation responsible for functions held on the premises shall ensure that the requirements of the relevant legislation are strictly observed. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and ECC's Fire Risk Assessment.

- 3.2** The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure Barring Service checks (DBS) should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer will furnish ECC's trustees, Chairperson or Centre Coordinator with a copy of their DBS check and Child Protection and Vulnerable Adults Policy on request.
- 3.3** The Hirer is responsible for knowing the location of, and how to use the fire equipment, for being aware of the escape routes and the need to keep them clear, for understanding the importance of fire doors and of closing all fire doors if there is a fire, and for knowing the location of the first aid box. All policies and procedures are located in a black folder by the desk at ECC's courtyard entrance and can also be provided electronically on request.
- 3.4** The Hirer is responsible for ensuring the noise level of their event is not such as to interfere with other activities within the building. The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises. Any noise disturbance requiring police intervention will result in the immediate termination of the booking and no further bookings will be permitted.
- 3.5** The Hirer shall ensure that in order to avoid disturbing ECC's neighbours and avoid violent or criminal behaviour, no alcohol or illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs, or who is behaving in a violent or disorderly way, including swearing, shall be asked to leave the premises in accordance with the Licensing Act 2003.
- 3.6** The Hirer shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation, regulations and best practice. Litter and waste food should not be left in or about ECC's premises and should be deposited in the labelled bins provided.
- 3.7** The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order and appropriately PAT tested, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. The Hirer must operate all equipment in the interests of public safety.
- 3.8** The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. ECC is a strictly no smoking facility. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke or to vape, does so outside and away from the building and disposes of cigarette ends, matches etc. in a tidy and responsible manner.
- 3.9** Any failure of equipment belonging to ECC or brought in by the Hirer must also be reported as soon as possible. The Hirer must report all accidents involving injury to the public, to either ECC's trustees,

Chairperson or Centre Coordinator as soon as possible and complete the relevant section in ECC's accident book.

- 4.0** Highly flammable substances are not to be brought into or used in any part of ECC. No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) shall be erected without prior explicit consent. No decorations are to be put up near light fittings or heaters. No unauthorised heating appliances shall be used on the premises.
- 4.1** The Hirer shall ensure that no animals (including birds) except medical or guide dogs are brought into the premises, No animals whatsoever are to enter the kitchen at any time.
- 4.2** ECC will not accept responsibility for damage to, or the loss or theft of, users' property, equipment and effects, however caused.
- 4.3** A maximum of only 2 cars can be parked in ECC's car park by prior and explicit permission. If parking is granted, cars shall not be parked so as to cause an obstruction at the entrance to or exit from ECC, or in a way to cause nuisance to neighbours. ECC does not accept responsibility for loss, or damage or theft of any vehicle, or its contents on its property.
- 4.4** All use of ECC and its facilities is subject to the Hirer accepting responsibility for returning furniture and equipment to their original positions and for securing doors and windows before leaving the building. All users shall leave ECC's facilities in a tidy condition. If this is not adhered to, ECC reserves the right of charging a cleaning fee of £100.
- 4.5** No alterations or additions may be made to the premises nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the trustees.
- 4.6** The Hire Agreement constitutes permission only to use the premises or facilities and confers no tenancy, other right of occupation or further booking on the Hirer.
- 4.7** Radiators and other heating arrangements are to be made in advance through discussion with the Centre Coordinator or Chairperson.

Standard Hire Charges

Standard hire charges listed below are valid for bookings made up to 1 months in advance.

ECC reserves the right to increase hire charges and will notify the Hirer with 1 months' notice, giving the Hirer the choice of accepting the new charges or cancelling the booking, in which case any advance payments will be returned to the Hirer. Lesser charges may be applied only at ECC's discretion, usually when the Hirer's use is in accord with the charitable objectives.

Minor Hall or Connections Lounge

Monday to Friday: £10 per hour for ECC members.
 £15 per hour for individuals or voluntary groups.
 £25 per hour for corporate or commercial organisations.

Saturday/Sunday: £15 per hour for ECC members.
 £20 per hour for individuals or voluntary groups.
 £30 per hour for corporate or commercial organisations.

Main Hall The Main Hall is only hired in special circumstances.

Monday to Friday: £20 per hour for ECC members.
 £30 per hour for individuals, voluntary groups or life events such as weddings.
 £55 per hour for corporate or commercial organisations.

Saturday only: £25 per hour for ECC members.
 £35 per hour for individuals, voluntary groups or life events such as weddings.
 £60 per hour for corporate or commercial organisations.

There is an additional one-off kitchen charge of £5 per event if used, subject to availability. Hirers are to provide their own drinks and food. 100% of the charges for bookings less than 2 weeks away are to be paid immediately. 25% of the charges for bookings greater than 2 weeks away are due at the time of booking with the balance to be paid 2 weeks beforehand.

Hire Form

Online form at: <https://www.emmanuelcc.org.uk/hire>

Agreement between

Emmanuel Christian Centre and.....(Hirer)

Hirer address.....

..... Telephone:.....

Business or organisation name (if applicable).....

Email address.....

Date of hire and reason for hire.....

.....

Time of hire from.....to.....

Number of people attending.....

Selection (please tick)

- Minor Hall Connections Lounge Main Hall (special permission)
- Kitchen use Heating required Car parking (maximum 2 vehicles)

Status (please tick)

- ECC Member Individual or voluntary group Corporate or commercial entity

Any special requests or any equipment you will be bringing to use.....

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I have read and agree with the hire agreement, conditions, security arrangements and rules.
I certify that I am over 18 years of age and have responsibility for ensuring the safeguarding of those I invite.

Signed..... Date.....

Please return this form to:

Centre Coordinator, Emmanuel Christian Centre, Mill Street, Ulverston, LA12 7EB. 01229 586136
Or scan and email to: info@emmanuelcc.org.uk (bookings)
admin@emmanuelcc.org.uk (payments)

Registered Charity: 1052196