

Ainsdale Methodist Church Buildings

Standard Conditions of Hire

1. PAYMENT OF THE DEPOSIT, CAUTIONARY DEPOSIT AND HIRE FEE

1.1 The Hirer shall pay to the Managing Trustees the Deposit on the date of the Agreement.

1.2 The Hirer shall pay to the Managing Trustees the balance of the Hire Fee, payable without any deduction, and the Cautionary Deposit, no later than the start of the Hire Period or such earlier date as may be stated in the Special Conditions of Hire (if any).

1.3 The Managing Trustees will refund the Cautionary Deposit within 14 days of the end of the Hire Period unless the Managing Trustees, acting in their absolute discretion, have reason to retain some or all of the Cautionary Deposit, such amount to be determined by the Managing Trustees, because of any damage or loss having been caused to the Premises or its contents or any complaints having been made to the Managing Trustees about noise or other disturbance during Hire Period or as a result of the Event.

2. REPAIR, CONDITION, DAMAGE AND LEAVING THE PREMISES

2.1 The Hirer shall:

(a) leave the Premises clean, tidy and clear of rubbish at the end of the Hire Period;

(b) not cause or permit to be caused any damage to:

(i) the Premises, Building or any neighbouring property; or

(ii) 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

(c) not obstruct any other areas of the Building, make them dirty or untidy or leave any rubbish on them.

3. USE OF THE PREMISES

3.1 The Hirer shall not use the Premises other than for the purposes of the Event.

3.2 The Hirer shall not allow betting or gambling in any form nor use the Premises for the supply, sale, or consumption of alcoholic beverages nor for any religious purposes nor for any other purposes contrary to the Standing Orders of the Methodist Conference.

3.3 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 Managing Trustees or to any other tenants or occupiers of the Building or any owner or occupier of neighbouring property.

3.4 The Hirer shall not allow any animals (including birds) onto the Building (except guide dogs, hearing dogs or recognised assistance dogs) without the written approval of the Managing Trustees.

4. ALTERATIONS

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 Managing Trustees.

4.3 Unless the Managing Trustees ask for it to be left in place, any article(s) approved by the Managing Trustees 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 Managing Trustees.

5. COMPLIANCE WITH RULES AND REGULATIONS

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 observe any rules and regulations the Managing Trustees 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

6.1 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 Managing Trustees or received or been shown appropriate notices or instructions on or in relation to:

(a) the action to be taken in event of fire including the need to call the Fire Brigade and how to evacuate the Premises;

(b) the location and use of fire equipment; and

(c) the escape routes from the Premises and the need to keep them clear.

6.3 The Hirer shall:

(a) keep all means of exit from the Premises free from obstruction and immediately available for exit in the case of emergency;

(b) ensure that the Fire Brigade are called to any outbreak of fire, however minor;

(c) inform the Managing Trustees of any outbreak of fire, however minor, as soon as possible;

(d) observe all relevant food health and hygiene legislation and regulations in relation to the preparation and serving of any food;

(e) comply with the provisions of any relevant health and safety policies and ensure that those using the Premises are aware of such policies;

(f) 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;

(g) report all accidents involving injury to the public to one of the Managing Trustees as soon as possible and complete the appropriate accident book;

(h) not bring any highly flammable substances onto the Premises;

(i) not put up any decorations near light fittings or heaters; and shall

(j) not bring onto the Premises (or use) any heating appliances without the consent of the Managing Trustees.

7. INSURANCE AND INDEMNITY

7.1 The Hirer shall not do anything that will or might invalidate in whole or in part any insurance effected by the Managing Trustees in respect of the Building.

7.2 The Hirer shall indemnify the Managing Trustees and keep the Managing Trustees indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:

(i) the use of the Premises by the Hirer;

(ii) any breach of the Agreement; and/or

(iii) the cost of repairs to any damage done to any part of the Premises or Building.

7.3 Unless the Managing Trustees 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 Managing Trustees shall produce to the Managing Trustees evidence of such policy and of the payment of the premiums for it.

8. SAFEGUARDING

The Hirer confirms that the Hirer has received a copy of the Safeguarding Policy, has an understanding of it, and undertakes to follow it or comparable equivalent guidelines and procedures (such as Scouting and Guiding national safeguarding policy) for the safeguarding of children, young people and vulnerable adults at the Building.

9. LICENCES

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 Managing Trustees.

10. NO RIGHTS

10.1 The Hirer acknowledges that:

- (a) the Agreement confers permission to use the Premises only and creates no relationship of landlord and tenant between the Managing Trustees and the Hirer or any other rights of occupation;
- (b) the Managing Trustees retain control, possession and management of the Premises and the Hirer has no right to exclude the Managing Trustees from the Premises.

11. CANCELLATION

11.1 The Managing Trustees shall be entitled at any time on giving not less than 7 days' written notice to the Hirer to cancel the hiring of the Premises if the Managing Trustees reasonably believe that:

- (a) the hire would be in breach of the Constitutional Practice and Discipline of the Methodist Church and/or contrary to the doctrinal standards of the Methodist Church;
- (b) any unlawful or inappropriate activities would take place on the Premises as a result of the hire; or
- (c) the Premises have become unfit for use by the Hirer.

11.2 In the event of cancellation by the Managing Trustees under condition 11.1, the Hirer shall be entitled to a refund of the Deposit and any Cautionary Deposit already paid. The Managing Trustees 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 Managing Trustees 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 Managing Trustees are unable to conclude a replacement booking, the question of the payment or the repayment of the Hire Fee shall be at the absolute discretion of the Managing Trustees.

12. END OF HIRE

12.1 At the end of the Hire Period the Hirer shall ensure that:

- (a) the Premises are left in a clean and tidy condition;
- (b) the Premises and all windows are properly locked and secured;
- (c) all keys are left in such place or with such person as shall be specified by the Managing Trustees;
- (d) 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 Managing Trustees;
- (e) the lights at the Premises, and the rest of the Building if appropriate, are turned off;
- (f) any heating at the Premises is turned off unless otherwise directed by the Managing Trustees; and
- (g) 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 Managing Trustees shall be at liberty to use the Cautionary 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 Managing Trustees shall be at liberty to dispose of any such items and any costs of disposal will be borne by the Hirer. The Managing Trustees 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 MANAGING TRUSTEES' LIABILITY

13.1 Subject to clause 13.2, the Managing Trustees are not liable for:

- (a) the death of, or injury to the Hirer, its employees, customers or invitees to the Premises; or
- (b) damage to any property of the Hirer or that of the Hirer's employees, customers or other invitees to the Premises; or
- (c) 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 Managing Trustees' liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Managing Trustees or their employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Managing Trustees to exclude or restrict liability.

14. THIRD PARTY RIGHTS

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.

15. GOVERNING LAW

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.

16. JURISDICTION

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).