Application to hire St John the Baptist Church, St John's Street, Winchester, SO23 0HF

Please read this agreement carefully, sign and date it. For private functions please return one copy to Deborah Hobbs at St John the Baptist Church or <u>deb.hobbs@eastwinchester.org</u> For organisations requiring invoicing for regular hires please send by email to <u>deb.hobbs@eastwinchester.org</u>

Hiring Agreement: This agreement is made between St John's PCC (1) and the Hirer (2) named below.

- A. The PCC agrees to permit the Hirer to use the premises and to provide the services for the purpose and for the period described below in consideration of the sum mentioned.
- 1. The PCC: Authorised Representative: Deborah Hobbs, churchwarden c/o the church address. Tel. 01962 849250 Email deb.hobbs@eastwinchester.org
- 2. Hirer: Name of hirer:

Organisation (if applicable):

Address:

Telephone Number:

Email:

- 3. Premises: St John the Baptist Church, St John's Street, Winchester, SO23 OHF
- 4 Purpose of Hiring:

5. Please list instruments/equipment you are intending to bring onto the premises

6. Date(s) to take place: (Day) ______ (Month) ______ (Year) _____

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If regular hire please state first and last dates for the term/quarter.

Time Required: From _____am/pm to _____am/pm (please include setting up and clearing down time)

7. Hiring Fee: £ 50 for the first 2 hours (£35 for charitable organisations) and thereafter £15 per hour (£12.50 for charitable organisations). Payable before the event takes place unless otherwise agreed.

8. Please provide a copy of your Covid19 risk assessment with the booking form. We cannot confirm your booking without this.

B. The Hirer agrees with the PCC to be present during the Hiring and to perform the obligations contained in this Agreement and the Conditions of Hire attached

The Hirer declares that the information given in this agreement is correct and acknowledges that any misstatement or misrepresentation may invalidate the agreement.

Note: Person(s) signing must be 18 years of age or over. Signed by the person named at 2 above (on behalf of the organisation named above, where applicable)

_____(signature)

Agreed by PCC representative:_____

Conditions

1 Supervision

THE HIRER will be responsible for supervision of the premises, the fabric and the contents; for their care and safety from damage; for change of any sort and for the behaviour of all persons using the premises whatever their capacity; including proper supervision of car parking arrangements so as to avoid obstruction of the highway or other users of the premises.

2 Use of Premises

THE HIRER shall not use the premises for any purpose other than that described in the Hiring agreement or use the premises for any unlawful purpose nor do anything or bring onto the premises anything which may render invalid any insurance policies nor allow the sale of alcohol without the PCC's written permission.

3 Public Safety Compliance

THE HIRER shall comply with all conditions and regulations made in respect public safety relating to the use of the premises The Hirer acknowledges receipt of instruction in the action to be taken in event of fire including calling the fire brigade and evacuating the premises, the location and use of fire equipment, escape routes and the need to keep them clear, method of operation of escape door fastenings, appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire

The Hirer shall check the following items:

- That all fire exits are unlocked
- That all escape routes are free of obstruction and can be safely used
- That they know where the fire extinguishers are sited
- That there are no obvious fire hazards on the premises

4 Health and Hygiene

THE HIRER shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

The hirer is responsible for

- meeting the current Covid19 guidance and legal requirements regarding use of indoor spaces
- keeping a record of those who attend the meeting/event to meet track and trace requirements
- cleaning the church space after use including disinfecting chairs and other touched surfaces
- ensuring that no one enters any areas of the church which have been cordoned off.

5 Electrical Appliance Safety

THE HIRER shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner.

6 Indemnity

THE HIRER shall indemnify the PCC for the cost of repair of any damage done to any part of the premises and the building of which they form part including the grounds or the contents of the building that may occur during the period of the Hiring as a result of the Hiring.

THE HIRER shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the premises. The PCC is insured against any claims arising out of its own negligence, but this does not cover any activities organised by hirers.

7 Accidents and Dangerous Occurrences

THE HIRER must report all accidents involving injury to the public to the Authorised Representative of the PCC as soon as possible.

8 Animals

THE HIRER shall ensure that no animals (including birds) except guide dogs are brought into the premises unless agreed in writing in advance by the PCC.

9 Noise

THE HIRER shall ensure that the minimum of noise is made on arrival and departure and that the noise level of the Hiring does not cause a nuisance or inconvenience to occupiers of nearby premises.

10 Storage

Permission must be obtained before goods or equipment are left or stored at the premises. No responsibility is accepted by the PCC for the safety of such goods or equipment or for any damage.

11 Cancellation by the Hirer

IF THE HIRER wishes to cancel the booking before the date of the event, the question of the payment or the repayment of the fee shall be at the discretion of the PCC.

12 Cancellation by the PCC.

The PCC may terminate the Hiring immediately by notice (which may be given orally but which will be confirmed in writing as soon as possible afterwards) in the event that the Hirer is in breach of the terms of this Agreement in any way.

13 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, the PCC shall not be liable to the Hirer for any resulting loss or damage whatsoever.

14 End of Hire

UNLESS the Hirer has agreed in advance for the premises to be cleaned at the end of the Hiring (for which an extra charge is made) the Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents (including tables and chairs) temporarily removed from their usual positions properly cleaned and replaced, floors swept and all waste removed by the Hirer from the premises. Failure to comply shall entitle the PCC to clean up and to arrange for the removal of waste from the premises and to charge costs to the Hirer. The Hirer shall remove all items belonging to the Hirer at the end of the Hiring