

**ST PETER DE BEAUVOIR TOWN
AGREEMENT FOR HIRING SPACE IN THE CRYPT OR CHURCH**

Date of agreement	20
Parties: (1) the PCC	The Parochial Church Council of St Peter De Beauvoir Town
(2) The Hirer	Name:
Hirer's contact details:	Address:
	Telephone: Landline
	Mobile:
	E-mail address:
Representative (if any – see Standard Condition 7(b))	Name: Address and contact details:
Administrator	Elizabeth Haines, with whom all access arrangements must be made
Administrator's contact details:	Mobile: 0784 662 6540 E-mail: elizabethhaines@gmail.com
Emergency contact numbers if Administrator is unavailable	020 7684 0826 or 020 7254 5670
Agreed Hire Period(s):	Day(s)/date(s): 20 Hours:
Fixed Term expires: *	20 *
Space to be hired: <i>(delete whichever does not apply)</i>	Large Hall (as noted on the plan overleaf, with use of WC and kitchen facilities marked 'LH') and/or Small Hall (as noted on the plan overleaf, with use of WC and kitchen facilities marked 'SH') or
Purpose of Hiring:	
Hire Charge:	£ [per week/month]*
Deposit:	£

* Delete if One-Off Hiring. For Fixed Term Hirings, delete whichever is inapplicable.

The Parties agree to the Hiring described above and that the Hiring incorporates the attached Standard Conditions.

*The Hirer confirms that before signing this Agreement s/he **has read and accepts the attached Standard Conditions** and has also read and noted the additional information about **fire safety** set out overleaf.*

Signed on behalf of the PCC:	
Signed on behalf of the Hirer:	Hirer:
	Representative (if any):

Additional information to be read and noted by all Hirers

Fire safety: The location of the fire exits, fire extinguishers and first aid box is indicated on the Plan below and must be noted before use of the hired property begins.

The location of fire doors and the manner of opening them and any information about evacuation in case of fire displayed in the Premises must be noted and made known to all guests by the Hirer on arrival.

Obstructions must not be placed in gangways or exits, nor in front of fire doors, all of which must be immediately available for free public egress.

Emergency lighting supplies must be turned on during the whole time the space is occupied and must illuminate all exit signs and routes.

Fire fighting apparatus must be kept in its proper place and only used for its intended purpose.

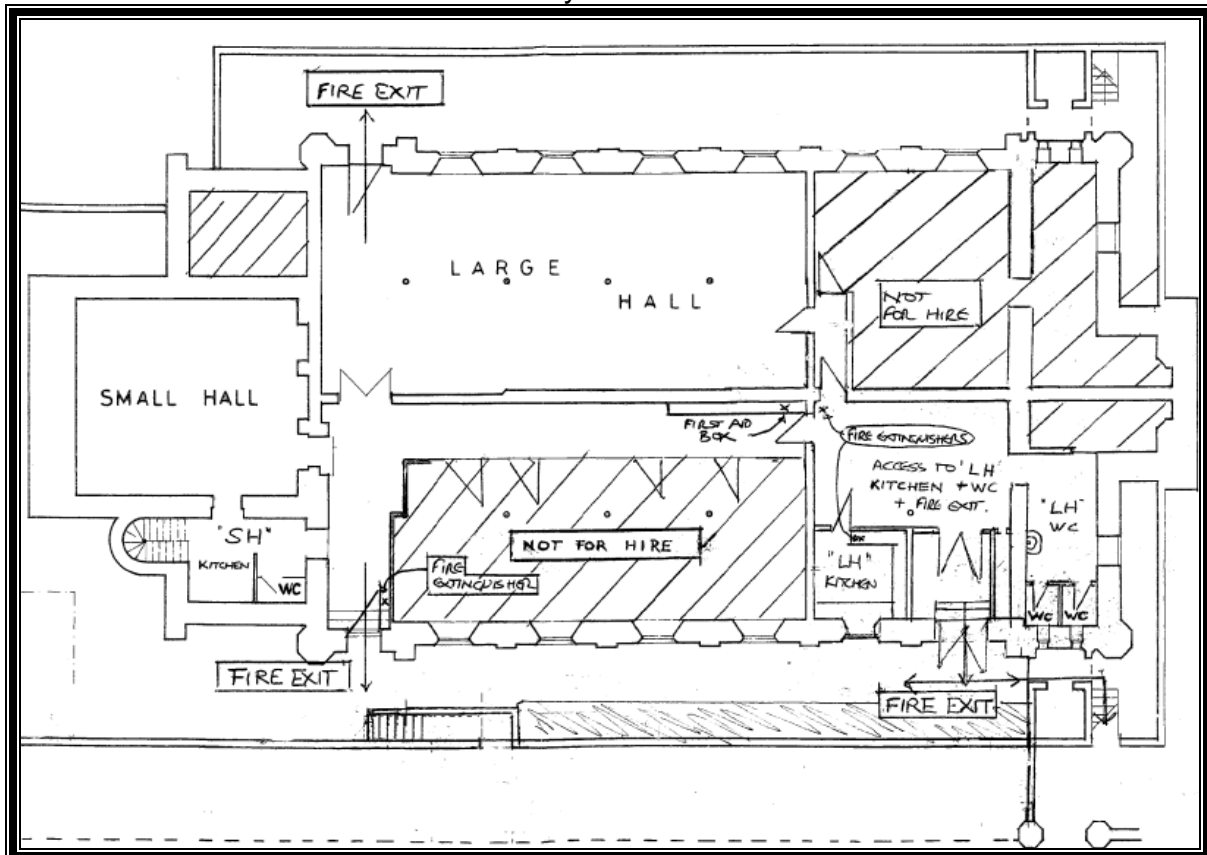
In the event of any outbreak of fire, however slight, the Premises must be evacuated in an orderly manner using the appropriate exits, the Fire Brigade called by dialling 999 and details of the occurrence must be given to the Administrator immediately.

Highly flammable substances must not be brought into, or used, in any part of the Premises.

Heating appliances must not be brought into, or used, in any part of the Premises without the prior consent of the Administrator.

(This is a summary from paragraph 9 of the attached Standard Conditions)

WC facilities: Those available for use by Hirers are shown on the Plan below.



ST PETER DE BEAUVOIR TOWN: STANDARD CONDITIONS FOR HIRING SPACE IN THE CRYPT OR CHURCH

1 Application of these Conditions

These Conditions apply to every hiring ('Hiring') of any space in St Peter's crypt or church ('the Premises') by any and every individual, group, company or other entity ('Hirer').

2 Management of hirings

The management of all Hirings is delegated by the Parochial Church Council of St Peter De Beauvoir Town ("the PCC") to the Administrator appointed by the PCC from time to time ('the Administrator'). The name and contact details of the Administrator are stated on the Hiring Agreement to which these Conditions are attached ('the Agreement'). All communications about the Hiring should be addressed to the Administrator or, in an emergency and if the Administrator cannot be contacted, to the alternative emergency contact details set out in the Agreement.

3 Payment

- (a) In the case of a One-Off Hiring, the Hirer must make advance payment in full, on signature of the Agreement, of: (i) the Hire Charge, and (ii) the Deposit, as stated in the Agreement.
- (b) In the case of any Fixed Term Hiring, the Hirer must make advance payment in full, on signature of the Agreement, of: (i) the Hire Charge for the first Period of the Hiring, and (ii) the Deposit, as stated in the Agreement, and must at the same time provide to the PCC a standing order mandate in such form as the PCC may require for subsequent Periods of the Hiring to the PCC's account number 30682800 in the name of 'De Beauvoir PCC' with National Westminster Bank plc, Kingsland Branch, 74 Kingsland Road, London E8 2QU, sort code 60-12-18, and must not during the continuation of the Agreement revoke or cancel that mandate.
- (c) Payments (except by standing order) may be made either
 - 1. in cash; or
 - 2. by cheque payable to 'De Beauvoir PCC'; but any payment by cheque is not made until the cheque has been honoured, that is to say it has satisfactorily cleared
- (d) In these Conditions:
 - 1. 'One-Off Hiring' means a Hiring for a single occasion on a single day
 - 2. 'Fixed Term Hiring' means any hiring other than a One-Off Hiring
 - 3. 'Period' means:
 - a. for Fixed Term Hirings for terms of 4 weeks or less, the full term of the Hiring
 - b. for Fixed Term Hirings for terms exceeding 4 weeks under which the Hire Charge is calculated on the basis of a weekly amount, 4 weeks
 - c. for all other Fixed Term Hirings, one month.

4 Hire Period and OVERRUNS

- (a) The agreed Hire Period as stated in the Agreement ('the agreed Hire Period') is inclusive of any time required by the Hirer for setting-up, clearing up and vacating the Premises.
- (b) Except where expressly stated in the Agreement, there is no facility for storage of equipment or other items whether before or after the agreed Hire Period.
- (c) The Hirer will pay the PCC an additional charge for each hour or part of an hour after expiration of the agreed Hire Period during which any part of the Premises is used or retained by the Hirer ('OVERRUN') at the hourly rate applicable under the Agreement.
- (d) If Condition 12 below has not been complied with in full by the Hirer by the expiration of the agreed Hire Period, the Hirer will be deemed for the purposes of (c) above to continue to use the Premises until either it has been fully complied with by the Hirer or the PCC has remedied any breach in accordance with the final sentence of Condition 12.

5 The Deposit

The Deposit is to be security:

- (a) for compensation for damage to the Premises or the building of which they form part or loss of or

damage to any property of the PCC in or upon the Premises caused or occurring in the course of the Hiring;

- (b) for any additional charges attributable to any Overrun payable by the Hirer under Condition 4 above;
- (c) for compliance by the Hirer (and any Representatives, as defined in 7 below) with the terms of the Hiring Agreement and these Conditions (and in particular, Conditions 8-12 below); and
- (d) for compensation for any repudiation or purported cancellation of the Agreement by the Hirer otherwise than in accordance with Condition 6(a)i below.

As soon as reasonably practicable after final performance or determination of the Agreement the PCC will calculate the amount (if any) which it is entitled to retain from the Deposit under this Condition and will account to the Hirer for any balance.

6 Cancellation and termination

- (a) In the case of a One-Off Hiring:
 - i. The Hirer may cancel the Agreement by notice in writing to the Administrator at least 14 days before the beginning of the agreed Hire Period.
 - ii. The PCC acting by the Administrator, the Vicar or any other person appointed by either of them may cancel the Agreement by notice in writing to the Hirer at least 14 days before the beginning of the agreed Hire Period.
 - iii. If the Agreement is cancelled under i or ii, the PCC will refund in full any Hire Charges and Deposit paid by the Hirer, but otherwise neither party will have any liability to the other.
- (b) In the case of a Fixed Term Hiring:
 - i. The Hirer may cancel the Agreement with effect from the commencement of any Period by notice in writing to the Administrator at least 14 days before the beginning of that Period.
 - ii. The PCC acting by the Administrator, the Vicar or any other person appointed by either of them may cancel the Agreement with effect from the commencement of any Period by notice in writing to the Hirer at least 14 days before the beginning of that Period.
- (c) In the case of any Hiring, the Agreement will be automatically terminated and both parties discharged from further liability (except as a result of acts and omissions occurring before the relevant event) if the Administrator gives notice in writing to the Hirer that either of the following events has occurred:
 - i. The Premises have been destroyed or damaged so as, in the opinion of the Administrator, to render them unfit for the use permitted under the Agreement; or
 - ii. The PCC has decided to carry out works upon or in relation to the Premises or the building of which they form part and, in the opinion of the Administrator, such works either (1) cannot be carried out so long as the Agreement continues in force or (2), when carried out, will make use of the Premises for the use permitted under the Agreement impracticable
- (d) In the case of any Hiring:
 - i. The Hirer may terminate the Agreement immediately by notice in writing to the Administrator in the event of any material breach of any of the PCC's obligations under the Agreement.
 - ii. The PCC acting by the Administrator, the Vicar or any other person appointed by either of them may terminate the Agreement immediately by notice in writing to the Hirer in the event of any material breach of any of the Hirer's obligations under the Agreement.
 - iii. Any termination under i or ii does not adversely affect any claim for damages for the breach in question or any other breach.
- (e) For purposes of (d)i and ii:
 - i. any breach of Conditions 7, 8, 9, 10 or 11 is material; and
 - ii. a breach of any other obligation is material if it has not been remedied within 7 days after the victim of the breach has given the party in breach notice in writing specifying the breach.

7 Supervision by or on behalf of the Hirer

- (a) The Hirer is responsible for ensuring that the requirements set out in Conditions 8-12 below are complied with by all persons (apart from the Administrator and any other representative of the PCC) present on the Premises throughout the agreed Hire Period and any Overrun. The Hirer must be physically present on the Premises throughout and must not be engaged in any duties or activities that prevent him or her from exercising general supervision.
- (b) In the case of a Hiring to a company, limited partnership or other artificial legal person:
 - i. The Hirer delegates responsibility for performance of its obligations under (a) above to the individual(s) named as Representative(s) in the Agreement; and

- ii. By his or her signature to the Agreement, each individual so named accepts joint and several liability with the Hirer with regard to all of the Hirer's obligations under the terms of the Agreement, including these Conditions.

8 Use of the Premises

- (a) Permitted use: The Hiring is personal to the Hirer and only for the purpose stated in the Agreement.
- (b) Extent: The Hiring only extends to the particular part of the Premises identified in the Agreement. No other part may be used.
- (c) Access on behalf of the PCC: The Administrator Vicar and Church Wardens are entitled to have access to all parts of the Premises at all times without notice.
- (d) Intoxicating Liquor: The sale of alcohol (as defined in the Licensing Act 2003) in the course of or in connection with any Hiring is absolutely forbidden anywhere in the Premises or elsewhere within the boundaries of St Peter's church, except in cases where (i) such sale is lawful as a result of steps taken by the Hirer, with the prior written agreement of the Administrator, under the legislation relating to Licensing and (ii) satisfactory documentary evidence that such steps have been taken has been provided to the Administrator before the Hire Period begins.
- (e) Other licences: The Hirer must obtain any other licences necessary in connection with the Hiring.
- (f) Smoking: Smoking (whether of tobacco or any other substance and whether by the Hirer or anyone else) is absolutely forbidden anywhere in the Premises or the church building of which they form part.
- (g) Drugs: Any conduct in contravention of any provision of the Misuse of Drugs Act 1971 and/or any regulations made under that Act is absolutely forbidden anywhere in the Premises or elsewhere within the boundaries of St Peter's church, whether by the Hirer or anyone else.
- (h) Betting, Gaming and Lotteries: Nothing shall be done on or in relation to the Premises in contravention of the law relating to betting, gaming and lotteries
- (i) Animals: No animals are allowed on the Premises except in the case of registered assistance dogs for the deaf or blind. No animals whatsoever are to enter the kitchen at any time.
- (j) Car Parking: Cars shall not be parked so as to cause an obstruction at any entrance to, or exit from, the Premises.
- (k) Advertisements: The Hirer must not display or attach any sign notice or advertisement anywhere within the Premises or upon the building of which the Premises form part, except with the previous written consent of the Administrator.
- (l) Care of the Premises, building and contents Reasonable care must be taken at all times of the Premises, the building of which they form part and all furniture, equipment and other items of property situated within them, whether used in the course of the Hiring or not. No food or drink may be consumed in the course of the Hiring except that provided by the Hirer. Any food or drink brought onto the Premises or the building of which they form part by anyone other than the Hirer must be left undisturbed.

9 Safety Regulations

Nothing shall be done which will harm or endanger the Premises or the building of which they form part, any user of either of them or any of their contents. In particular:

- (a) The exact location of the fire exits, fire extinguishers and first aid box must be noted before the Premises are used. A sketch plan showing these is attached. The location of fire doors and the manner of opening them and any information about evacuation in case of fire displayed in the Premises must be noted and made known to all guests by the Hirer on arrival.
- (b) Obstructions must not be placed in gangways or exits, nor in front of fire doors, all of which must be immediately available for free public egress.
- (c) Emergency lighting supplies must be turned on during the whole time the Premises are occupied and must illuminate all exit signs and routes.
- (d) Fire fighting apparatus must be kept in its proper place and only used for its intended purpose.
- (e) In the event of any outbreak of fire, however slight, the Premises must be evacuated in an orderly manner using the appropriate exits, the Fire Brigade called by dialling 999 and details of the occurrence must be given to the Administrator immediately.
- (f) Highly flammable substances must not be brought into, or used, in any part of the Premises.
- (g) Heating appliances must not be brought into, or used, in any part of the Premises without the prior consent of the Administrator.

- (h) All electrical equipment brought into the Premises must be safe and must be used in a safe manner. In particular, it must comply with current regulations and must have been PAT tested, and display a current safety sticker on the plug.
- (i) Performances involving danger to the public or infringement of copyright or any similar right must not be given.
- (j) If food is prepared, served or sold in the course of the Hiring, all relevant food health and hygiene legislation and regulations must be observed.
- (k) The Administrator must be informed as soon as possible of any accident or injury occurring on the Premises. The Hirer must report to the Administrator (i) all accidents involving personal injury and (ii) any failure of equipment (whether belonging to the PCC or brought in by the Hirer or any guest of the Hirer) occurring in the course of any Hiring as soon as possible after they occur. Certain types of accident or injury must be reported on a special form to the local authority in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

10 Child Protection

The PCC regards the safe care and protection of children as of the utmost importance. Hirers are expected to share this concern and make appropriate provision for the protection of children within their care. By signing the Agreement the Hirer:

- (a) confirms that it is familiar with the Home Office Guidelines 'Safe from Harm' and, so far as relevant to the activities proposed to be carried out in the course of the Hiring, legal requirements in or under the Children Act 1989; and
- (b) undertakes to follow their recommendations in relation to all work or contact with children and young people in the course of the Hiring.

11 Music and noise

In the course of or in connection with any Hiring

- (a) Without prejudice to (b) and (c) below, no music may be played or any other noise made at a volume which causes nuisance or annoyance to the occupier of any neighbouring property
- (b) Every effort must be made to cause as little noise as possible on arrival and departure
- (c) After 11pm, no music may be played or any other noise made at all which is capable of being heard anywhere outside the Premises.

The PCC attaches great importance to preserving the goodwill of occupiers of neighbouring properties. Although such goodwill is of incalculable value, in the event of any breach by the Hirer of (a), (b) and/or (c) above resulting in any complaint by any one or more of such occupiers, (1) the PCC may at its sole discretion agree to pay compensation in such amount or amounts as it considers fit, and (2) the damages payable by the Hirer for the breach will be quantified as the aggregate of (i) any compensation so paid and (ii) £25 per hour for all time reasonably spent by the Administrator, the Vicar and/or or any other person appointed by either of them in consequence of the breach.

12 Clearing up and vacating the Premises

No later than the expiration of the agreed Hire Period

- (a) All rubbish and food waste must be bagged and removed from the Premises. The refuse bins outside St Peter's church are for use by Hirers. Litter must not be left anywhere else in or near the Premises under any circumstances.
- (b) All furniture and equipment which were situated on the Premises when the agreed Hire Period began must be returned to their original position.
- (c) All doors and windows of the Premises must be secured as directed by the Administrator.
- (d) All floors must be mopped and swept clean before leaving.
- (e) The remainder of the interior of the Premises, and the exterior, must be left in as clean and tidy a condition as they were when the agreed Hire Period began.

In the event of any breach of this Condition, and without prejudice to Conditions 4 and 6, the PCC may itself take such steps as may be necessary to remedy the breach, in which event the Hirer will indemnify the PCC in respect of all costs incurred by the PCC for that purpose.

13 Loss of Property

The PCC is not liable for damage to, or the loss or theft of, any equipment, property or effects belonging to the Hirer or anyone for whom the Hirer is responsible under Condition 7. The Hirer is responsible for insuring against any such risk.

14 Grievances

(a) Any Hirer should initially raise any complaint or grievance arising in the course of or in connection with any Hiring with the Administrator, who will use his reasonable best endeavours to resolve the matter initially informally.

(b) If the complaint or grievance is not resolved in accordance with sub-paragraph (a), the Hirer should raise it with the PCC Treasurer in writing.

(c) The Treasurer will within such time as shall in all the circumstances be reasonable investigate in good faith any complaint or grievance referred to him under sub-paragraph (b) and recommend to the Hirer and the PCC such course of action, if any, as he thinks appropriate in response to the complaint.

(d) If the Hirer informs the Treasurer within 7 days after receipt of the Treasurer's recommendation under sub-paragraph (c) that he is willing to accept it, it will become binding on the PCC and the Hirer. Otherwise the Hirer will be left to such remedies, if any, to which he is entitled at law apart from the procedure in this Condition.

15 Notices

Any notice in writing under these Conditions may be given by either party to the other at the address given for the latter in the Agreement.