ST DENYS CHURCH, CHURCH ROAD, EVINGTON, LEICESTER. LE5 6FA HIRE AGREEMENT AND CONDITIONS FOR HIRE OF THE ST DENYS PARISH CENTRE

This Hire Agreement is made this day of 20 BETWEEN						
1.	The Parochial Church Cou and	ncil of St Denys	Church Road	d Evington Lei	cester LE5 6FA (the PCC) b	by their agent
2. 3.			(the Hirer)			
The PCC and the Hirer have agreed that the Hirer shall hire the meeting room [and kitchen] at the St Denys Parish Centre (the Centre) Church Road Evington on the following terms which the Hirer agrees and has read or acknowledges having the opportunity to read.						
SIGNED by		as Agent for the PCC		SIGNED by		The Hirer
Hirer Tel no:		Hirer email:				
PLEASE NOTE: Cheques to be made payable to St. Denys PCC and sent with the booking form to:- Mrs. Janette Pearson, Booking Secretary, 13 Earlswood Road, Evington, Leicester. LE5 6JB.						
Day(s) and date(s) required:						
Start Tin	ne(s):	Finish Time(s):		(This inc	cludes preparation time a	nd clearing up time)
Permitte	ed Use: ONLY					
Permitted Numbers: 50 Maximum (if any seated) 80 maximum (if all standing)						

Payments required as follows:

Hiring Fee (Total):

25% non-returnable deposit immediately on the Hirer signing of this agreement

25% Bond on the Hirer signing this agreement (returnable as provided in BOND below)

£

75% hiring fee not less than 14 days before the date required (in case of multiple hirings it shall be paid in full 14 days before the first hiring)

In case of multiple hirings the 25% Bond shall be retained until after the last hiring date. At the end of each hiring the Centre (including the accessway) and the footpaths shall be left in the condition required by this agreement. If that shall not be the case and/or there shall be any other breaches of this agreement the PCC may terminate this agreement without notice and any liability to the Hirer or (if it so elects) require the Hirer to make good forthwith at its own expense any damage or lack of repair or breach

CONDITIONS:

- 1.PERSONAL HIRING. The hiring is only to the named hirer. It is personal. The hirer confirms that he/she is not acting as agent for anyone else or any organisation.
- 2.PERMITTED USE: If the PCC have any reason whatsoever to believe or suspect that the Centre is being or will be used for any other purpose then the hiring may be terminated with immediate effect by the PCC
- 3.PAYMENTS NOT MADE BY DUE DATE(S). If any payment shall not be paid by the due date then the PCC may terminate this agreement without notice and retain the Deposit.
- 4. BOND The Centre (including the accessway linking it to the church) and the footpath and grounds serving it shall be left in good repair and decoration and clear of rubbish, and there shall be no residual smell of food or otherwise any adverse effect, and the Centre shall be vacated by the hiring expiry time. In case of any breach of those provisions or any others within this agreement the Hirer agrees that the Bond is a genuine pre-estimate of the loss to the PCC caused thereby and the Bond shall be retained by the PCC as liquidated damages. (The PCC shall have the right to claim against the Hirer and/or attenders if such sum is insufficient to cover the expense of putting them or any of them in the agreed condition)
- 5. ACCESS All access to and from the Centre shall be exercised between the steps on Church Road Evington and footpath leading from them to the Centre and also the footpath leading from the front of the church to the front entrance to the Centre. The access shall be used for no purpose whatsoever other than provision of access to and from the Centre. Any other use of any part of the church and its grounds is a breach of this Agreement.

- 6. NO SMOKING This is forbidden in the Centre the Access outside the Centre/Access and in the Church grounds.
- 7. NO ANIMALS The only animals allowed in the Centre the Access/ the Church grounds are disability assistance dogs.
- 8. NO AMPLIFICATION, NO MUSICAL PERFORMANCE, NOR DANCING IS PERMITTED. There may not be any of these in the Centre the Access nor the Church grounds. (The Centre does not have a public entertainment licence)
- 9. NO ALCOHOLIC DRINKS may be sold in the Centre. They may only be brought into it with the prior approval of the Centre Chairperson (2713812) and then only for the purpose of supplying without payment (whether directly or in the price of admission or food or any other way) to those attending the event . In no circumstances may there be consumption of alcohol other than within the meeting room.
- 10. PARKING The Hirer may use the car park opposite the Church but no guarantee is made as to the number of spaces if any which may be available. The parking must only be used for the period of hiring. Such use is entirely at the risk of the Hirer and those people attending the event
- 11. HEALTH & HYGIENE A hygiene certificate must be held by at least one person present at the Centre if food is being prepared in the Centre, and upon demand it must be produced by the Hirer forthwith to the PCC
- 12. ELECTRICAL & OTHER EQUIPMENT Only equipment with a portable electric appliance certificate may be used. No cooking stoves nor cooking appliances nor heaters of any kind may be brought into the Centre. No naked lights may be used in the Centre. Nothing of a combustible nature nor any highly flammable substances (including fireworks) shall be brought into the Centre. Safety covers fitted to electric sockets shall not be removed by the Hirer or attendees.
- 13. PUBLIC SAFETY & REPAIR The Hirer shall not carry out any alterations nor damage the Centre and Access and any adjoining property vested in the PCC, and shall keep it in good repair and condition, and shall comply with all conditions of the PCC's insurers, and all conditions and regulations made in respect of or applying to the Centre and Access by the Fire Authority Local Authorities and local Magistrates Court or otherwise.
- 14. EMERGENCY EXITS & VACATING THE CENTRE & ACCESS. The Hirer will check immediately on commencing the hire where the emergency exits are and ensure that none of them are locked blocked obstructed on commencement or at any time during the hiring. They shall not be interfered with nor used for any purpose than escape in case of emergency. The Hirer shall ensure the safe evacuation of the attenders in case of emergency or the fire alarm being triggered. None of the Centre doors may be locked at any time before the end of the hiring period (The Caretaker shall open and lock up the Centre)

 15. LIABILITY The PCC shall not be liable for any loss damage actions proceedings costs claims and demands by any party of any kind arising out of the hiring and the Hirer shall indemnify the PCC against all of the aforesaid
- 16. ACCIDENT/INJURY (The First Aid Box and Accident Book are on the kitchen worktop) If there is any accident the Hirer shall fill in a report in the Accident Book. This must be done whether or not injury is alleged by the person(s) involved. The report shall include the following details: a) name, address, telephone no of person (s) injured b) exact time and place of occurrence c) description of incident or equipment involved d) names ,telephone no s and addresses of any witnesses to the accident. The Hirer shall also notify the PCC (or any agent named in this Agreement) within 24hours of such accident by hand delivered written notification.
- 17.PUBLICITY MATERIAL No publicity shall be displayed internally or externally to the Centre nor the Access without prior approval of the PCC nor at all on any part of the other land vested in the PCC
- 18.TERMINATION BY THE PCC In addition to the right to terminate this Agreement without notice upon any breach by the Hirer the PCC may terminate this Agreement forthwith and without any period of notice if it considers the hiring to be against the beliefs of the Church of England or so as to avoid conflicting with the strongly held religious convictions of a significant number of the religion's followers or the church's attenders or public interest or the use is or is likely to be carried out in a way which may could be or would be unsuitable all of which are to be determined by the PCC (or their agent) in the PCC's or Agent's absolute discretion.
- 19.NOTICES Any notices given under this Agreement can be given by Royal Mail post or by hand delivery to the address of the PCC or Hirer as the case may be . It may be given by the PCC to the Hirer at the Centre on the day of the hiring. In the event of delivery to the Hirer's address or being served personally on the Hirer it will be effective immediately
- 20. SAFEGUARDING . In the event that the Centre is used by children and/or vulnerable adults the Hirer shall comply with the safeguarding of children provisions set out in the St. Denys Children Safeguarding Policy and/or the St Deny's Vulnerable Adults Safeguarding Policy and the law and legally based requirements relating to safety of children and vulnerable adults. The Hirer shall be responsible for ensuring that all personnel required to hold a valid DBS check do in fact do so. The hirer shall produce such certificates to the PCC forthwith on demand.
- 21. SALE OF GOODS If goods shall be sold at the Centre during the hiring period the Hirer shall comply with fair trading laws and all codes of practice relating to such sale
- 22. RESERVATION OF RIGHTS The PCC reserves to itself and its agents the right to inspect the CENTRE at any time during the HIRING
- 23. EMPLOYER INSURANCE If the Hirer is an employee then it shall hold employers liability insurance and produce a certificate of cover to the PCC forthwith upon demand