



THE BOROUGH
WELSH CONGREGATIONAL CHAPEL

HIRE AGREEMENT

This agreement is made between the Trustees of Borough Welsh Congregational Chapel, 90 Southwark Bridge Road, London, SE1 0EX and You, the Hirer whereby, in consideration of the sums agreed.

- A. The Borough Welsh Congregational Chapel agrees to permit the Hirer to use the 'School Room, Minister's Room, or Chapel' only, unless otherwise agreed in writing, for the purpose and for the period agreed only.**

Any deposit taken will be refunded within 14 days of the termination of the period of hire less the sum of rectifying any damage or loss caused to the 'School Room, Minister's Room, or Chapel' and/or contents during the period of the hiring as a result of the hiring.

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- B. The Hirer agrees with the Borough Welsh Congregational Chapel to be present during the hiring and to perform the provisions and stipulations contained or referred to in the Standard Conditions of Hire for the time being in force as set out in section C of this agreement (an understanding of which the Hirer acknowledges).**

It is hereby agreed that the Standard Conditions of Hire as set out in section C of this agreement shall form part of the terms of the Hiring Agreement unless specifically excluded.

The Hirer agrees to be bound by the Standard Conditions of Hire. Please contact us immediately if there is anything in these terms of business that you do not understand or with which you disagree.

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- C. Standard Conditions of Hire for the Borough Welsh Congregational Chapel 'School Room, Minister's Room, or Chapel'**

(If the Hirer is in doubt as to the meaning of the following, the Borough Welsh Congregational Chapel's authorised representative should immediately be consulted.)

For the purposes of these conditions, the term Hirer shall mean an individual Hirer or, where the Hirer is an organisation, the authorised representative

1 Supervision

The Hirer will, during the period of the hiring, be responsible for supervision of the 'School Room, Minister's Room, or Chapel', 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 'School Room, Minister's Room, or Chapel' whatever their capacity; including proper supervision of any car parking arrangements so as to avoid obstruction of the highway.

2 Use of the 'School Room, Minister's Room, or Chapel'

The Hirer shall not use the 'School Room, Minister's Room, or Chapel' for any purpose other than that described in the hiring agreement and shall not sub-hire or use the 'School Room, Minister's Room, or Chapel' or allow the 'School Room, Minister's Room, or Chapel' to be used for any unlawful purpose or in any unlawful way nor do anything or bring into the 'School Room, Minister's Room, or Chapel' anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

3 Licences and compliance with statute

- 3.1 The Hirer shall be responsible for obtaining such licence(s) (or notice(s)) as may be necessary to permit the use allowed by this agreement from the local authority or other relevant body at least 14 days prior to the event and for the observance of the same.
- 3.2 The Hirer shall not apply for any such licence(s) (or notice(s)) without the prior written permission of the Borough Welsh Congregational Chapel.

- 3.3 The Hirer shall supply the Borough Welsh Congregational Chapel with a copy of any relevant licence(s) (or notice(s)) prior to the event.
- 3.4 The Hirer shall ensure that the terms of every statute authorising or regulating how the 'School Room, Minister's Room, or Chapel' is used are complied with and that any work to the 'School Room, Minister's Room, or Chapel' which any authority acting under statute requires is done and that any licence or registration which is required or which the Borough Welsh Congregational Chapel requires is obtained renewed and continued (including but not by way of limitation)
- (a) compliance with statutes governing the preparation serving or selling of food
 - (b) compliance with statutes governing the sale and consumption of intoxicating liquor
 - (c) compliance with statutes governing persons working with or caring for children (including their engagement supervision and training)
 - (d) obtaining any requisite licence for music, film, entertainment, dancing, concerts, stage performances, lectures or other presentation and
 - (e) compliance with the conditions of such requisite licences and the Hirer shall keep the Borough Welsh Congregational Chapel fully indemnified against all losses and demands made against or suffered or incurred by the Borough Welsh Congregational Chapel arising out of all such matters.

4 Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the 'School Room, Minister's Room, or Chapel' in contravention of the law relating to gaming, betting and lotteries.

5 Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the 'School Room, Minister's Room, or Chapel' by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

6 Health and Hygiene

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

7 Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by him to the 'School Room, Minister's Room, or Chapel' and used there shall be safe and in good working order, and used in a safe manner.

8 Rules and Regulations

The Hirer must observe any reasonable rules and regulations the Borough Welsh Congregational Chapel makes and notifies to the Hirer from time to time, governing the Hirer's use of the 'School Room, Minister's Room, or Chapel'

9 Indemnity

The Hirer shall indemnify the Borough Welsh Congregational Chapel for the cost of repair of any damage done to any part of the 'School Room, Minister's Room, or Chapel' including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.

10 Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the Borough Welsh Congregational Chapel as soon as possible.

Any failure of equipment either that belongs to the 'School Room, Minister's Room, or Chapel' or is brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Borough Welsh Congregational Chapel's authorised representative will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

11 Emergencies

In advance of the event the Hirer shall check the following items:

- 11.1 That all fire exits are unlocked.
- 11.2 That all escape routes are free of obstruction and can be safely used.
- 11.3 That any fire doors are not wedged open.
- 11.4 That there are no obvious fire hazards in the 'School Room, Minister's Room, or Chapel'.

12 Means of Escape

- 12.1 All means of exit from the 'School Room, Minister's Room, or Chapel' must be kept free from obstruction and immediately available for instant free public exit.
- 12.2 Emergency lighting illuminating exit signs and routes must be turned on during the whole of the time the 'School Room, Minister's Room, or Chapel' is occupied (if not operated by an automatic mains failure switching device).

13 Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Borough Welsh Congregational Chapel.

14 Dangerous Performances

Performances involving danger to the public shall not be given.

15 Explosives and Flammable Substances

- 15.1 Highly flammable substances shall not be brought into, or used in any portion of the 'School Room, Minister's Room, or Chapel'.
- 15.2 No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Borough Welsh Congregational Chapel.

16 Heating

No unauthorised heating appliances shall be used in the 'School Room, Minister's Room, or Chapel' when open to the public without the consent of the Borough Welsh Congregational Chapel. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

17 Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the 'School Room, Minister's Room, or Chapel', other than for a special event agreed to by the Borough Welsh Congregational Chapel. And no animals whatsoever are to enter the kitchen at any time.

18 No Smoking

The Hirer shall ensure that no person smokes or is permitted to smoke in the 'School Room, Minister's Room, or Chapel'

19 Compliance with the Protection of Children Act 1999 and the Children Act 1989 and the Protection of Vulnerable Adults

- 19.1 If the use of the 'School Room, Minister's Room, or Chapel' pursuant to this agreement involves children (under the age of eighteen)
- 19.1.1 The Hirer shall ensure that any activities comply with the provisions of the Protection of Children Act 1999, the Children Act 1989 and any other relevant legislation together with any conditions required by Social Services and that only fit and proper persons have access to the children. The Hirer shall ensure that the children are protected at all times by taking all reasonable steps to prevent injury, loss or damage occurring and by ensuring all necessary child protection checks have been undertaken; and
- 19.1.2 If the Hirer has its own Child Protection Policy a copy must be provided to the Borough Welsh Congregational Chapel prior to the event and the Hirer must ensure that the procedures contained in their policy are consistent with the Parish's Child Protection Policy. If the Hirer does not have its own Child Protection Policy, the Hirer must comply with the Parish's Child Protection Policy, a copy of which is supplied with this agreement.
- 19.2 It is the responsibility of the Hirer to ensure the protection of vulnerable adults using the 'School Room, Minister's Room, or Chapel'.
- 19.3 The Borough Welsh Congregational Chapel accepts no responsibility for the Hirer's failure to comply with these requirements

20 Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the 'School Room, Minister's Room, or Chapel', and shall indemnify the Borough Welsh Congregational Chapel accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

21 Sale of Goods

The Hirer shall, if selling goods in the 'School Room, Minister's Room, or Chapel', comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

22 Cancellation by the Hirer

- 22.1 The Hirer shall, upon giving not less than **7 days** notice in writing to the Borough Welsh Congregational Chapel have the right to cancel the booking.
- 22.2 If the Hirer cancels the booking before the date of the event and the Borough Welsh Congregational Chapel is unable to conclude a replacement booking, the question of the payment or the repayment of the Hiring Fee shall be at the absolute discretion of the Borough Welsh Congregational Chapel.

23 Polling Station Cancellation by the Borough Welsh Congregational Chapel

The Borough Welsh Congregational Chapel reserves the right to cancel this hiring in the event of the 'School Room, Minister's Room, or Chapel' being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election, in which case the Hirer shall be entitled to a refund of any deposit already paid.

24 Unfit for Use

In the event of the 'School Room, Minister's Room, or Chapel' or any part thereof being rendered unfit for the use for which it has been hired, the Borough Welsh Congregational Chapel shall not be liable to the Hirer for any resulting loss or damage whatsoever.

25 Refusal of Booking

- 25.1 The Borough Welsh Congregational Chapel reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving **7 days** notice in writing to the Hirer.
- 25.2 The Hirer shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as have been paid by the Hirer to the Borough Welsh Congregational Chapel but the Borough Welsh Congregational Chapel shall not be liable to make any further payment to the Hirer.

26 Insurance

The 'School Room, Minister's Room, or Chapel' is fully covered for any claims due to negligence on the Borough Welsh Congregational Chapel's part. However, the Hirer may choose to take out its own insurance to cover any other claims which may arise in relation to its use of the 'School Room, Minister's Room, or Chapel'.

27 End of Hire

The Hirer shall be responsible for leaving the 'School Room, Minister's Room, or Chapel' and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Borough Welsh Congregational Chapel shall be at liberty to make an additional charge.

28 Nuisance

Not to use the 'School Room, Minister's Room, or Chapel' for any illegal or immoral purpose or for any purpose which may be or become a nuisance annoyance or disturbance to the Borough Welsh Congregational Chapel or which shall (in the opinion of the Trustees of the Borough Welsh Congregational Chapel) be offensive to the principles and practice of the Chapel.

29 Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure.

30 Occupation

The occupation permitted by this agreement shall not be exclusive and the Hirer shall not have any right to exclude the Borough Welsh Congregational Chapel and persons authorised by the Borough Welsh Congregational Chapel from entering and remaining in the 'School Room, Minister's Room, or Chapel' or any part thereof at any time without interruption.

31 Contracts (Rights of Third Parties) Act 1999

Save as expressly provided herein, none of the provisions of this agreement is intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this agreement.