

## Terms and conditions for hiring facilities at the Hub

### 1 Definitions

In these terms and conditions, words in bold print in the Memorandum have the meanings given to them in the Memorandum unless specifically defined in this clause. In addition certain words and expressions have specific meanings, unless the context requires otherwise. Those words and expressions are these:

<b>Additional Facilities</b>	Those additional facilities (if any) specified in paragraph 7 of the Memorandum
<b>Agreement</b>	The Memorandum and these terms and conditions
<b>Church Expenses</b>	Solicitors', counsels', surveyors' and other consultants and professional fees and costs and our management charges including all disbursements
<b>Hiring Period</b>	Those times specified in paragraph 8 of the Memorandum (but which cannot exceed the hours of 07.00am to 11.00pm on any day)
<b>Hub</b>	The former Pownall Road Day Care Centre, Pownall Road, Altrincham now known as the 'Hub'
<b>Interest</b>	Interest at the base lending rate from time to time of Royal Bank of Scotland plc (or such other bank as we may from time to time reasonably substitute) plus in each case 4% (both before and after judgment) accruing on a daily basis
<b>Law</b>	Act of Parliament, statutory instrument, regulation, bye law, requirement of a competent authority, statutory body, utility company or authority, common law or regulation, directive or mandatory requirement of the European Union
<b>Liability</b>	All actions, proceedings, costs, claims, demands, losses, expenses and liabilities
<b>Memorandum</b>	The Memorandum of Hiring to which these terms and conditions are attached and of which they form part
<b>VAT</b>	Value added tax and any tax or duty of a similar nature substituted for it or in addition to it.

### 2 Interpretation

In this Agreement:

- 2.1 where you are more than one person or body, obligation of those persons are owed jointly and severally;
- 2.2 a reference to the Hirer includes a reference to each person comprised in the Hirer;
- 2.3 an obligation by you not to do something includes an obligation not to permit or allow it to be done;

## Terms and conditions for hiring facilities at the Hub

- 2.4 any payment or other consideration to be provided to us is exclusive of VAT;
- 2.5 'includes' and 'including' are not interpreted restrictively.
- 2.6 'you' means 'you the Hirer', 'your' means the 'you the Hirer's', 'we' and 'us' mean the Church and 'our' means the Church's.

### 3 Hirer's obligations

You agree with us as follows:

- 3.1 To pay the Fee to us on or before the Permitted Date;
- 3.2 To pay the Deposit and any Holding Deposit (if not already paid to us) on the date of this Agreement;
- 3.3 To pay any VAT chargeable on any sum due under this Agreement at the same time as the sum on which it is charged;
- 3.4 At the end of the Hiring Period:
  - 3.4.1 to leave the Room(s) and the Additional Facilities in at least the same state of repair and condition as they were before that Hiring Period;
  - 3.4.2 to leave all our equipment in the position as it was at the beginning of the Hiring Period;
  - 3.4.3 to remove everything that you have installed or brought into the Hub from the Hub);
  - 3.4.4 to ensure that all rubbish is removed from the Room(s) and properly disposed of and that the Room(s) and Additional Facilities are clean and tidy;
  - 3.4.5 to ensure that all lights are turned out in the Room(s) and all windows properly secured;
- 3.5 Not to damage any part of the Hub or anything in or on it and, if any such damage is caused, to put it right as quickly as possible to our reasonable satisfaction or (at our option) to indemnify us against the cost of making good the damage;
- 3.6 To keep the Room(s) and the Additional Facilities clean and tidy;
- 3.7 Not to alter or add to any part of the Hub;
- 3.8 Not to put up any sign, notice or advertisement without our consent;
- 3.9 Not to do anything which causes nuisance, annoyance, damage, loss or inconvenience to anyone and to have proper regard to and respect for all local residents;
- 3.10 Not to sub-licence, charge, part with or share the possession or occupation or assign the whole or any part of your interest in the Room(s) or the Additional Facilities;

## **Terms and conditions for hiring facilities at the Hub**

- 3.11 Not to use the Room(s) otherwise than for the Activities and not to use the Additional Facilities other than for their intended purpose;
- 3.12 To comply with all Laws which affect the Room(s) during the Hiring Period and/or the employment of people in the Room(s) and any other Laws which affect the Hub and which apply to you or persons authorised by you to use the Room(s) including the following:
- 3.12.1 any electrical appliances brought by you into the Hub must be safe, in good working order and used in a safe manner and properly tested in accordance with all relevant regulations;
- 3.12.2 you must be aware of the location and use of fire equipment, escape routes, methods of operating escape door fastenings and must ensure that all fire exits are unlocked and panic bolts are in good working order, escape routes are free of obstruction during the Hiring Period and can be safely used and that fire doors are not wedged open, exit signs are illuminated and that there are no obvious fire hazards;
- 3.12.3 you must provide first aid facilities;
- 3.12.4 you must ensure that highly flammable substances are not brought into or used and that no internal decorations of a combustible nature are erected without our consent and in any event no decorations must be put up near light fittings or heating;
- 3.12.5 if you are permitted to use any kitchen, you must co-operate with others using it at the same time in a reasonable manner and you do not have exclusive use (unless otherwise agreed);
- 3.12.6 you must ensure that toilets and waste disposal systems are not blocked;
- 3.12.7 you must not supply alcohol unless we specifically consent in writing and then on the terms of that consent and in any event in accordance with all applicable Laws;
- 3.12.8 you must ensure that any activities for children comply with the provisions of the Laws relating to children and that only fit and proper persons who have passed the appropriate Criminal Records Bureau check (or any substitution for the same) have access to children;
- 3.12.9 you must on request produce your Child Protection Policy to us and must comply with it at all times and must arrange for sufficient adult supervision by persons accustomed to the care and control of children at all times;
- Notwithstanding the above, you must also have due regard to our Child Protection Policy and must ensure that your Child Protection Policy complies with the requirements of the local Safeguarding Children's Board;
- 3.12.10 you must not permit more than a reasonable number of people to use the Room(s), having due regard for safety at all times and in any event must not permit any

## **Terms and conditions for hiring facilities at the Hub**

maximum number of people notified to you by us from time to time in any Room(s);

- 3.13 To pay us on demand on an indemnity basis all Church Expenses in connection with a breach of an obligation under this Agreement by you;
- 3.14 To indemnify us against all Liability arising from a breach of obligation by you under this Agreement;
- 3.15 If the Fee or any other sums due under this Agreement are unpaid by 7 days after their due date, to pay to us on demand Interest on them from and including the due date for payment, whether or not there is a formal demand for payment;
- 3.16 To comply with such regulations as we may from time to time make for the conduct, management and/or use of the Hub or any part(s) of it ;
- 3.17 To maintain adequate control, supervision and quiet and orderly conduct of the Room(s) and those within them during the Hiring Period;
- 3.18 To use reasonable endeavours to minimise noise made on arrival and departure from the Room(s);
- 3.19 To comply with our induction procedures from time to time;
- 3.20 To comply with any specific obligations set out in the Memorandum.

## **4 ADVANCE PAYMENTS**

- 4.1 We will place the Holding Deposit (if any) in an account but this will be of our choosing. It will however be with an organisation which has either a registered office or its main place of business in the United Kingdom.
- 4.2 The Deposit is only refundable to you if we cancel the booking (unless the cancellation is due in whole or in part to a breach of obligation by you). It will be used as part payment towards the Fee.
- 4.3 The Holding Deposit can be used by us to pay for the cost of damage or replacement of fittings where damage is caused by you and/or for remedying any other breach of obligation by you.
- 4.4 Within 14 days after the end of the Licence Period, we will repay to you the Holding Deposit (free of interest) less any deductions made by us from the Holding Deposit.

## **5 MISCELLANEOUS PROVISIONS**

- 5.1 If you are entitled to use any car parking space(s) at the Hub, this is subject to availability and on a first-come, first-served basis and only during Hiring Periods.
- 5.2 We do not warrant that the Hub or any part of it:

## Terms and conditions for hiring facilities at the Hub

- 5.2.1 may be used for the Activities without breaching any Law; or
- 5.2.2 is capable of being used for the Activities or is fit for that purpose.
- 5.3 The rules about serving notices in Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) apply to any notice given under this Agreement and in addition, any notice given to you by us will be validly served on you if it is left at or delivered or served at an address specified in the Memorandum (save for our address) or (if you are a company or limited liability partnership) your registered office or (if you are a charity) at any address specified for you and held by the Charity Commission.
- 5.4 You acknowledge that you have not entered into this Agreement relying on any statement made by or on our behalf unless set out in this Agreement. This Agreement embodies the entire understanding of the parties to it.
- 5.5 This Agreement does not:
  - 5.5.1 give you any right of exclusive possession of the Room(s); or
  - 5.5.2 create any relationship of landlord and tenant between us and you.
- 5.6 We reserve the right to alter or modify this Agreement or to impose other conditions in any particular case but will act in a reasonable manner.
- 5.7 We may cancel booking at any time but if we do so, we will give you a refund of the Fee unless the cancellation is due in whole or in part to matters beyond our control.
- 5.8 We are not liable for any loss or damage caused by any interruption in or failure to provide any part of the Hub or any Additional Facilities where such failure is due to circumstances in whole or in part beyond our control.
- 5.9 You acknowledge that this agreement is with a Christian church and will ensure that everything you do or permit does not prejudice or go against the ethos of the Hub as a church community centre run by a church and you shall not do or permit anything to be done which in our opinion is incompatible with our understanding of the Christian faith. To the extent that this clause is void, invalid or unenforceable under any Law from time to time, it shall be re-interpreted so far as necessary to make it valid and fully enforceable.
- 5.10 Any person(s) from time to time at the Hub at your invitation and anyone who is an authorised representative of you or who you permit to enter the Hub or Room(s) is for all purposes of this Agreement deemed to be within your control and your full responsibility as if they were you.
- 5.11 We may refuse admission to or remove from the Hub any person without stating any reason for that removal and are not obliged to pay any refund or compensation arising from the exclusion.

## Terms and conditions for hiring facilities at the Hub

### **6 INSURANCE AND RISK**

- 6.1 You will not do anything which invalidates any insurance policy for the Hub or increases any insurance premiums we or our landlord may have to pay.
- 6.2 We have no risk or Liability in respect of any equipment or other matters brought into the Hub by you or on your behalf.
- 6.3 You must indemnify us against all Liability in respect of any damage to, loss, theft or removal of property at the Hub belonging to any person during any Hiring Period and also against any loss or damage suffered or sustained by anyone in consequence of the death or injury of anyone or against any death or injury itself during the Licence Period in connection with any activity you carry out or permit or misuse by you or in any way connected with the Activities or otherwise.
- 6.4 You must maintain adequate third party public liability insurance to our satisfaction.
- 6.5 You must maintain your own insurance to cover liabilities arising from the Activities and must produce evidence to us on demand of such insurance.