



Terms and Conditions for Hiring of Premises

1. The Hirer shall during the period of hiring be responsible for supervision and security of the premises, protection of the fabric and contents from any damage and supervision of all persons using the premises.
2. For any regular hire which involves activities with children, Emsworth Baptist Church requires all adults supervising any such activity to have a current DBS check.
3. The Hirer shall be responsible for the observance of all regulations affecting the premises imposed by the Fire Authority, Local Authority or otherwise.
4. Emsworth Baptist Church retains control, possession and management of the premises and the Hirer has no right to exclude EBC from the building.
5. The Hirer is responsible for all damage (other than fair wear and tear) to the accommodation or any of the church's fixtures and fittings or equipment which is occasioned in whatever way by the use of the premises.
6. The Hirer has a responsibility to notify EBC of any defect in the premises or in any of the church's furniture or other equipment in the building.
7. The premises may only be used by the Hirer and for the purpose and during the period indicated on the application form submitted to EBC.
8. The Hirer shall not sub-let the premises or use them for any unlawful purpose or in any unlawful way or do anything or bring on to the premises anything which may endanger the premises or their users, or contravene any insurance policies relating thereto.



9. The hirer must not leave in the premises any equipment, furniture or articles of any kind unless by prior written agreement from EBC who reserve the right to charge a separate fee for the provision of any such specified and agreed storage facilities.
10. The Hirer agrees to the current rates of hire and the sum required.
11. We require payment for the hiring upon receipt of the Invoice. In the event of any damage to the accommodation or the church's furniture and equipment for which the Hirer is responsible EBC shall be entitled to charge extra to cover any such damage.
12. EBC may be entitled at any time on giving reasonable notice (7 days) to the Hirer, to use the premises. If possible, EBC will provide alternative or comparable space elsewhere within the buildings owned by EBC.
13. After use, the premises must be left in a clean and tidy condition with all furniture and equipment left in the same position as at the commencement of the hiring and the hirer must ensure that all lights are turned out and all doors and windows properly secured.
14. The Hirer must ensure that during the use of the premises, no person smokes (including vaping) and that no alcohol is supplied or consumed or any form of gambling takes place.
15. No dogs, except guide dogs, are allowed on church premises. Noise is to be kept to an acceptable level (i.e. that at which our neighbours are not disturbed).
16. There are some activities which Emsworth Baptist Church will not wish to authorise to take place on church premises if it is felt that they may conflict with the Christian ethos of the Church. Emsworth Baptist Church's decision on this shall be final.
17. The Hirer agrees that the EBC accepts no responsibility for injury or loss to person or property arising out of the use of the premises apart from such injury or loss which arises from the church's responsibility for the general maintenance of the building and the Hirer will keep the church indemnified against any claims for which the church is not responsible.



18. The Hirer will comply with the provisions of the church's Health and Safety policy and will ensure that all those using the accommodation are aware of the appropriate safety procedures. For use of the Kitchen it is required that at least a member using the facilities be in possession of a valid Food Hygiene Certificate.
19. Smoke and Vapour Effects - The use of smoke and vapour effects during concert performances is strictly forbidden. Emsworth Baptist Church is a building fitted with a VESDA fire alarm system. The system is very sensitive to vapour as well as heat and fire particles. In view of the sensitivity of the VESDA and the risk of unnecessarily activating the fire alarm, the VESDA must not be isolated (for insurance purposes).
20. Please note that the fire exits must be kept clear at all times and the hirer must comply with maximum seating numbers.
21. No activity run by the Hirer may be advertised in any way which might give the impression that it is sponsored by the church. No advertising may be displayed on Emsworth Baptist Church property without the prior written permission.
22. Cancellation - Emsworth Baptist Church reserves the right to cancel the booking if exceptional unforeseen circumstances arise. If possible, EBC will provide alternative or comparable space elsewhere within the buildings owned by the Church.
23. Cancellation Costs - Up to two weeks in advance: 5% of the fee will be charged to cover administration costs. Within two weeks of the hire date: 10% of the fee will be charged to cover administration costs
24. The Hirer acknowledges that no tenancy is intended to be created between Emsworth Baptist Church and the Hirer and that no relationship of landlord and tenant exists between them.
25. If a regular hirer is found in breach of any of these Conditions and Rules the Hiring Agreement can be terminated with immediate effect.



26. The Hiring Agreement, including the Conditions and Rules, for a regular hirer, may be subject to review from time to time and will be considered for annual renewal each year.
27. Hire Charges will not normally be changed more than once a year; if they are to be changed, one months' notice will be given.
28. In the case of a regular hire, Emsworth Baptist Church and Hirer undertake to give one month's notice of a decision to terminate the Hiring Agreement.
29. There will be a trial period of three months for all regular hires. During the trial period notice of two weeks may be given either by EBC or the Hirer to terminate the Hiring Agreement.
30. EBC will require a copy of your Risk Assessment prior to an event.
31. It is a requirement for any hiring that, should the kitchen be required, at least one person from the hiring organisation or group should have a current Health and Hygiene certificate.

Appendix

Emsworth Baptist Church regards the safe care and protection of children as of utmost importance. Groups that hire or use the Church premises are expected to share this concern and make appropriate provision for the protection of children within their care.

Emsworth Baptist Church confirms that it is familiar with the Home Office Code of Practice Safe from Harm and the Baptist Union Child Protection Guidelines.

It understands these policies and procedures and undertakes to follow their recommendations in relation to work with children and young people.