

# Living Waters Lynton United Reformed Church

Lee Road, Lynton, Devon EX35 6BS



## INFORMATION ON HIRING CHURCH PREMISES, CHURCH HIRE APPLICATION FORM AND CONDITIONS OF HIRE

If you wish to make a booking, you should complete the 'Application to Hire Church Premises' form in this document, and return it as soon as possible. If the application is accepted, you will receive a copy of the application with signed confirmation.

Please only complete the application after reading, understanding and accepting the important documents listed below and satisfying yourself about the suitability of the premises.

Any requested hire charges detailed in the booking confirmation must be paid as specified in the confirmation.

**Safeguarding of children and adults at risk is of paramount importance. If you are proposing activities involving these groups we will require you to follow your own, or the Church's Safeguarding Policy.**

### Premises available for hire

The Church and Church Hall are available for hire for retreats and quiet days, meetings, classes, clubs, celebrations, funeral teas and other events to the local community who are respectful of our Christian faith. They can be hired on an occasional, one-off or regular basis.

The Church can seat approximately 100 people, and has freestanding chairs so the space can be arranged to suit the hirer, provided that the room is left as it was found. There is a toilet in a separate area at the back of the Church, though this is down two small steps so not suitable for wheelchair users. The Church also has a vestry at the back of the building with seating, which can be used for meetings, should you wish to provide space for smaller groups. There is a sound system for music, together with a projector and three metre screen for presentations.

Any damage which results in costs to the Church, e.g. cleaning and repairs, must be met by the hirer.

In the Church Hall there is seating for up to approximately thirty people when using tables and chairs and fifty people if seated in rows. The tables can be folded away if not required. There is a small stage. There are two toilets, one accessible for disabled use and baby changing.

There is a well equipped kitchen with a cooker, microwave and fridge. There is a chest freezer on the stage. The kitchen must be left clean and tidy. There are full sets of crockery and cutlery. Breakages and losses of equipment must be paid for. If using the kitchen, the hirer must be prepared to undertake a short induction session.

All household products and food items must be provided by the hirer, e.g. tea, coffee, milk, sugar, bin bags, paper towels, washing-up liquid etc.

There are no parking facilities on Church premises, but there is restricted and unrestricted parking on the surrounding streets, as well as three paid car parks within walking distance.

## **Charges**

£10 per hour, with discounts for community and charity, at the discretion of the Church Hall Hire Committee. Enough time must be taken within the hire period to allow for setting up and clearing away.

## **Terms of Payment**

Arranged on an individual basis.

## **Acceptable Methods of Payment**

Online payment, cash or cheque are all acceptable.

## **Security Deposit**

Ten percent on booking.

## **Cancellation Policy**

Fees will normally be refunded where at least 7 days' notice of cancellation has been given, provided that no other booking has been turned away. No refunds will be given for events cancelled less than 48 hours beforehand unless there are genuine extenuating circumstances.

## **Suitability and availability**

You are advised to check the suitability and availability of the premises and the equipment to be hired (both in terms of specification and hire charges) with the owners' agent detailed below, before proceeding any further with an application.

## **Important documents**

By making an application, receiving a booking confirmation and using the premises you are accepting the 'Conditions of Hiring Church Premises' and the 'Rules and Regulations' contained within the application. You should also ensure that you have obtained a copy and understand the owners' Evacuation and Fire Emergency Plan and Health and Safety policy. A Safeguarding Policy is required as detailed above. There is a folder of health and safety documents which must be read and signed.

The Church representative detailed below can provide the latest versions of these and will be your contact for this application.

## **Church Contacts:**

**Julia Dolan (Church Secretary)**

**Email:** [livingwaterslynton@gmail.com](mailto:livingwaterslynton@gmail.com)

**Phone:** 07941 412186

## **Living Waters Lynton United Reformed Church**

**To the Hirer:** Please ensure that you have read and understood the 'Information on Hiring' page above and the Conditions of Hiring section below and the 'Rules and Regulations' specific to Living Waters Lynton URC. Then complete Section A, sending it to Julia Dolan. The booking is confirmed on receipt from the Church of Section B

### **Application to Hire Church Premises**

**This Application is made by / on behalf of ('the Hirer'):** (please specify the Hirer's name.)

**To use:** (please specify the rooms and facilities required.) (**'the Premises'**)

**On the following date(s) / day(s) / times(s):** (for example: this can be for specific dates or for a specific time each week / month, and (with the owners' consent) can allow for future dates to be separately agreed by email.)

**'End Date'**

**For the following event:**

Title / type of event /

Anticipated content /

Refreshments (Yes / No, please detail)

Maximum number of persons

Number of children

The Safeguarding Policy to be followed is:

	The kitchen will be available if required. All household items and food must be provided by the hirer. Kitchen equipment can be used.
	25
	Dependent on who attends. Children to be accompanied and supervised by an adult.
	<b>Hirer's Policy/The Church's Policy (delete as applicable)</b> <b>(Please see website <a href="http://www.livingwaterslynton.co.uk">www.livingwaterslynton.co.uk</a> for all our health and safety information and documentation)</b>

**By making payment of the hire charge(s) and/or occupying the premises the applicant hirer acknowledges that:**

- 1 This application is made subject to the Conditions of Hire for Church Premises ('the Conditions') [and the 'Rules and Regulations'] which have been read, understood and accepted by the Hirer and will be observed by the Hirer and all those persons using the premises pursuant to this application, but in the event of any discrepancy between the Conditions and the information in this application, the provisions of this application shall prevail.
- 2 The Hirer has read, understood and agrees to follow the Owner's Evacuation and Fire Emergency Plan and Health and Safety policy.

- 3 The Hirer has read and understood the Owner's Safeguarding Policy (if used) and will implement it. The Hirer will respond without delay to every complaint which suggests that a child, young person or adult at risk has been harmed or is at risk of harm and co-operate with the police and children's and adults' services in any investigation.
- 4 This Hiring Agreement is not intended to confer exclusive possession on the Hirer and that accordingly no tenancy of the premises is intended to be created. The premises remain under the immediate control of the Church Elders who reserve the right to enter the hired space at any time and for any reason. Where any temporary storage facilities are provided under this application this is not on an exclusive basis and the Church Elders reserve the right to relocate any stored goods at any time and for any reason.

Name of Hirer:

Date:

Position in group / organisation on whose behalf this application is made, if applicable:

Full address including postcode:

Telephone Number(s) (day) and (evening):

Email address:


**A.**

**B. Booking Confirmation (to be completed by the Church)**

Subject to complying with the terms of the Booking Confirmation as detailed below, the Church and its Property Holding Trustee ("the Owners") confirm that your Application has been accepted as confirmed below.

Hire Charge(s):

Terms of payment: (including the due dates and acceptable methods of payment)

**Payments**

**Cheques should be made payable to:**

**Online payments should be credited to:**

Account Name:

Sort Code:

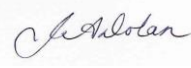
Account Number:

Quoting / Reference:

**Notice Period:** (7 days.)

**Signature of Church representative acting as Owners' Agent:**

**Date:**

£
See above
United Reformed Church Lynton
United Reformed Church Lynton
United Reformed Church Lynton
30-90-49
01279626
Pay by any of above methods
Julia Dolan, Church Secretary 

## *Living Waters Lynton United Reformed Church* ('the Church')

### **CONDITIONS OF HIRING CHURCH PREMISES ('the Conditions')**

- 1 In the Conditions:
  - 1.1 'The Application' means the accepted application to hire premises.
  - 1.2 'The Owners' means The Trustee (The United Reformed Church (SW Synod) Inc), the Church or their Agent.
  - 1.3 'The Hirer' means the person making the Application and any group / organisation for whom he / she is acting. Any liability under the Conditions of such person and such group / organisation shall be joint and several.
  - 1.4 'The Premises' means the areas, spaces, facilities, equipment and parking spaces more particularly defined and agreed in the Application and the access provision thereto.
  - 1.5 'Rules and Regulations' means any rules made by the Owners from time to time for the use of the Premises, including any shared areas or facilities.

#### **Payments**

- 2 The Hirer shall make all payments to the Owners in the manner and on the due dates agreed in the Application.
- 3 The Owners reserve the right to review and increase the Hire Charge(s) and Security Deposit payable pursuant to the Application.
- 4 The Owners will repay any Security Deposit to the Hirer without interest within 7 days of the last hire, less any deductions made by the Owners to cover any unpaid sums due under the hire and the actual or anticipated cost of remedying any breach of the Conditions.

#### **Use of premises**

- 5 The Hirer acknowledges that this hiring agreement confers permission to access and use the Premises only for the Purpose on the date(s), day(s) and times(s) agreed in the Application, the benefit of which cannot be assigned to any third party, and further that no relationship of landlord and tenant between the Owners and the Hirer or any other rights of occupation are created.
- 6 The Hirer is responsible for ensuring that not more than the number of persons agreed in the Application shall be allowed in the Premises at any one time.
- 7 Where keys, keycards or access codes are issued to the Hirer, the Hirer acknowledges that the keys or keycards: remain the property of the Owners; are for the use of the nominated keyholders only; are not to be copied or passed to any other person, and; where an access code is provided to the Hirer, that they must remain confidential and not be communicated to any other individual. Keys cannot be issued to anyone who has been convicted or cautioned concerning abuse of children, young people or adults at risk.
- 8 The Hirer acknowledges that the Owners give no warranty that the Premises are legally or physically fit for the hire.

- 9 The Hirer acknowledges that all persons using the Premises or bringing belongings onto the Premises do so entirely at their own risk.
- 10 The Hirer or another authorised person of any group / organisation for whom he / she is acting shall be present throughout the hire period to be responsible for the safe and efficient supervision of the Premises, including but not limited to the effective control of all persons present and the orderly and safe departure of all persons from the Premises in the case of an emergency evacuation.
- 11 The Hirer acknowledges that there is no parking provision on site except to the extent agreed in advance and in writing by the Owners.
- 12 The Owners reserve the right to enter the Premises and remain on the Premises during the hire at any time.
- 13 The Owners may put a stop to any hire which in their opinion is not properly conducted or does not respect the special status of the Premises, or which may interfere with the activities of the Owners or other Hirers, or which may infringe any of the Conditions, or which might compromise the ministry and mission of the United Reformed Church.

#### **Compliance with rules and regulations**

- 14 The Hirer must comply with all Rules and Regulations where they have been provided to the Hirer either in writing or by email.
- 15 The Hirer is responsible for complying with all laws and regulations relating to their use of the Premises and for obtaining and paying for any consents, licences (unless a relevant licence is already held by the Owners) and permits (which for the avoidance of doubt includes any Performing Rights Society Licence and Temporary Event Notice) required to lawfully use the Premises for the Purpose intended. Further to which the Hirer must also obtain any particular licences required for public / theatrical performances involving music, singing and dancing, and if copyright material is used or performed, the permission of the owner of the copyright.
- 16 The Hirer acknowledges that to comply with current legislation, smoking and the sale of alcoholic beverages are not permitted on any part of the Premises.
- 17 The Hirer acknowledges that pets and animals (except assistance animals) are not permitted in the Premises except to the extent agreed in advance and in writing by the Owners.
- 18 The Hirer must not bring into the Premises any contaminative or hazardous substances, or anything of an especially combustible, inflammable or explosive nature.
- 19 The Hirer must not display any form of external advertising at the Premises, except to the extent agreed in advance and in writing by the Owners, but may appropriately signpost their location during the period of a hire session.

#### **Safeguarding**

- 20 The Hirer is responsible for ensuring that when children, young people or adults at risk are present on the Premises the appropriate legislation and best practice in connection with their supervision and safety is observed.
- 21 The Hirer is responsible for ensuring that children, young people and adults are protected at all times by taking all reasonable steps and by having any necessary insurance in place.

- 22 The Hirer must respond without delay to every complaint which suggests that a child, young person or adult at risk has been harmed or is at risk of harm and co-operate with the police and Children's and Adult Services in any investigation.
- 23 The Hirer must abide by their own Safeguarding Policy if they have one or the Church's Safeguarding Policy.

### **Public safety**

- 24 The Hirer must abide by the Church's Evacuation and Fire Emergency Plan.
- 25 The Hirer must not obstruct any means of exit from the Premises.
- 26 The Hirer must observe all relevant food health and hygiene legislation.
- 27 The Hirer must ensure that any electrical appliances brought onto the Premises are safe, in good working order and used in a safe manner.
- 28 All accidents involving injury to members of the public must be recorded in the appropriate accident book and be notified to the Owners as soon as possible.

### **Repair, damage, insurance and indemnity**

- 29 The Hirer is responsible for any loss or damage to the Premises (which for the avoidance of doubt includes its electrical installations) and for any loss, theft of, or damage to any property on the Premises (which for the avoidance of doubt includes any fittings or furnishings belonging to the Owners) arising out of the hire, or while persons are entering or leaving the Premises pursuant to the hire, howsoever and by whomsoever caused.
- 30 The Hirer is responsible for any loss, damage, injury or expense which may be suffered by or be done to or happen to any person, arising out of the hire, or while persons are entering or leaving the Premises pursuant to the hire, howsoever and by whomsoever caused.
- 31 The Hirer must ensure that no bolts, nails, screws, pins, spikes or other objects are driven into the fabric or furnishings of the Premises, and that no adhesive products are used on the walls of the Premises.
- 32 The Hirer must report any matters of potential interest to the Owners, such as damage, howsoever caused or arising from their use of the Premises, or their breach of the Conditions, whether directly or indirectly in any manner whatsoever.
- 33 The Hirer shall indemnify the Owners from and against any loss, damage or theft of any property, or any other demands, actions, proceedings, losses, damages, costs, expenses, claims and liability from any person, howsoever caused or arising from their use of the Premises, or their breach of the Conditions, whether directly or indirectly in any manner whatsoever.
- 34 The Hirer acknowledges that the Owners' Public Liability Insurance does not extend to external hirings, that the Hirer is strongly advised to arrange their own Public Liability Insurance, and that the Owners reserve the right to insist that such insurance is arranged and a copy provided.
- 35 The Owners are not responsible for any loss due to any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction or Act of God, which may cause the Premises to be temporarily closed or the hire to be interrupted or cancelled.

### **End of each hire session**

- 36 The Hirer must fully vacate the Premises by the time agreed in the Application.
- 37 Any property brought into the Premises for any reason arising out of the hire session or otherwise, must be removed at the end of each hire. The Owners shall not be responsible for any property left behind in any event.
- 38 The Hirer must not store any property on the Premises, except to the extent agreed in advance and in writing by the Owners. Where permission is granted, this is not intended to confer exclusive possession on the Hirer and no tenancy of the Premises is intended to be created. The Owners reserve the right to relocate stored goods at any time and for any reason.
- 39 The Hirer must at the end of each hire session return any borrowed or hired items, equipment and furniture to their original location.
- 40 The Hirer must at the end of each hire session ensure that the Premises are left in a clean, orderly and smoke free state. Failure to adequately clean the Premises and remove all rubbish arising from the hire may result in an additional charge for cleaning.
- 41 The Hirer must at the end of each hire session ensure that all lights and appliances are turned off and that the Premises are left securely locked (which for the avoidance of doubt includes the locking of all doors and windows).

### **Termination of hiring agreement**

- 42 The Owners reserve the right to cancel any hire on giving not less than the Notice Period specified in the Application (except in the event of emergencies when less notice than the Notice Period may be given) and to cancel the hire at any time in the event of any material breach of the Conditions.
- 43 The Hirer must give the Notice Period specified in the Application to the Owners of any cancellation of the hire, otherwise the applicable Hire Charge(s) will be payable.
- 44 Service of such cancellation notices is sufficient if it is in writing or by email to the Hirer or to the Owners' Agent.
- 45 The hiring agreement terminates on the specified End Date unless terminated earlier.
- 46 The Hirer must return any keys or keycards to the Premises which have been issued at the earliest opportunity following the end of the hiring agreement. A written receipt for the keys or keycards must be obtained.



## *Living Waters Lynton United Reformed Church*

### **RULES AND REGULATIONS FOR HIRING CHURCH PREMISES ('the Rules and Regulations')**

**As well as the Conditions of Hire set out above, the following Rules and Regulations are specific to the hiring of the Church and/or Church Hall belonging to Living Waters Lynton United Reformed Church, Lee Road, Lynton, Devon EX35 6BS.**

- 1 These Rules and Regulations are supplementary to the Conditions of Hiring Church Premises as set out in 1.5 of the Conditions.
- 2 Subject to availability, the booking will be secured on payment of the full fee.
- 3 The Church retains control, possession and management of the accommodation and the Hirer has no right to exclude the Church from the premises.
- 4 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 accommodation.
- 5 The accommodation may only be used by the organisation and for the numbers, purpose and during the period indicated on the application form submitted to the Church.
- 6 The Hirer will ensure that participants respect the purposes of the Church and avoid causing offence to persons of the particular religious belief for which the premises are held or the strongly held religious convictions of a significant number of the religion's followers.
- 7 The Church may be entitled at any time on giving reasonable notice to the Hirer to require the Hirer to transfer if possible to alternative or comparable space and accommodation elsewhere within the buildings.
- 8 After the use of the accommodation it 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.
- 9 Please note that all rubbish must be appropriately disposed of in the bins (eg black, green, recycling) provided after the hire.
- 10 The Hirer must ensure that all lights and electrical appliances are turned off, fire doors are closed and all external doors and windows properly secured.
- 11 The Hirer must ensure that during the use of the accommodation that no person smokes either inside the buildings or in the Church grounds.
- 12 No alcohol may be supplied or consumed unless by prior written agreement from the Church and under conditions specified by the Church. Such permission would need to be sought at the time of the booking.
- 13 The same applies to gambling activities, such as raffles and tombolas.
- 14 The Hirer must not bring any equipment onto the premises without prior written permission. Such permission is at the absolute discretion of the Church.
- 15 The Hirer may not leave in the accommodation any equipment, furniture or articles of any kind unless by prior agreement from the Church.
- 16 The Hirer agrees that the Church accepts no responsibility for injury or loss to person or property arising out of the use of the accommodation apart from such injury or loss which arises from the Church's responsibility for the general maintenance of the accommodation, and the Hirer will keep the Church indemnified against any claims for which the Church is not responsible.
- 17 The Hirer has a responsibility to notify the Church of any defect in the accommodation or in any of the Church's furniture or other equipment in the accommodation.
- 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. Where access to a kitchen is included, the Hirer must ensure that persons comply with the food safety rules, and must be prepared to undertake a short induction into use of the kitchen.

- 19 The Church may terminate this agreement immediately at any time if there is a breach of these conditions by the Hirer.
- 20 Where premises are to be used by children, the Hirer agrees to comply with the Safeguarding policy of the Church and with any Safeguarding policies of their own.
- 21 Fees will normally be refunded where at least 7 days' notice of cancellation has been given, provided that no other booking has been turned away. No refunds will be given for events cancelled less than 48 hours beforehand unless there are genuine extenuating circumstances.