# Premises Hiring Agreement between



# St Matthew's Church, Surbiton and

Dhana Norrahan													
Phone Number (Landline & or Mobile)													
Email Address													
Email Address													
Address													
Purpose of Hire:													
Date(s) Required:													
Date(s) Nequireu.													
Time required: (to include preparation													
and clean-up time. 2 hour mini				to									
Number of people attending:													
realises of people attenuing.													
		'Premis	es' required (ple	ase tick)									
Sitzler Room Kitcher	n R	ear Garden	Chapel	Church	North Room 1	North Room 2							
					(Crèche)								
Other Requirements: (eg													
equipment – see Appendix Fou	ır)												
equipment see appendix i su	,												
	Price per hour			Number of hours	` ' '								
					security deposit of £50								
Places	Please ensure that full payment is received no less than 14 days prior to your booking												
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Additional Information go	overning t	his Hire can l	ne found in the	four attached Ann	endices which fo	Additional Information governing this Hiro can be found in the four attached Annuadices, which forms next of this							
Premises Hiring Agreeme	_	Additional Information governing this Hire can be found in the four attached Appendices which form part of this											
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DECLARATION:  I have read and agree to	abide by t	his Premises	Hiring Agreem			rm part of this							
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				ent and the Append	dices thereto								
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### **Appendix One**



#### Conditions of hire - Occasional Users

'Hirer' - The person applying for the use of the Hall including if applicable the organisation on whose behalf the hire is made

'PCC' – St Matthew's Parochial Church Council 'Parish Office' the administrator for St Matthew's PCC 'premises' as described above

- 1. The building is available for hire between the times stated in the Premises Hiring Agreement. No hiring may be extended beyond this time without prior agreement.
- 2. The number of people attending shall not exceed that stated on this Agreement.
- 3. The Hirer must satisfy him/herself that the room is suitable for the purpose for which it is hired.
- 4. A refundable security deposit of £50 will be payable and if necessary used to defray the costs of any failure to abide by the terms of this Agreement. Should such costs be in excess of the sum deposited an additional charge will be made. To the extent that it is not so used it will be refunded after the hire.
- 5. The Hirer shall not use the premises for any other purpose than that specified in the Premises Hiring Agreement, and is specifically forbidden to use, or allow the use of the premises or garden for any illegal or immoral purpose.
- 6. Any letting of the premises will require a responsible person to be present at the beginning and end of the letting period on each occasion that a letting is to take place to check that the facilities are in order. The premises must not be left unattended during the period of the booking.
- 7. Hiring of any room(s) does not give rights to use of the garden unless agreed in writing prior to the hiring.
- 8. Where other parts of the premises are also in use at the same time the Hirer is required to co-operate with other users in terms of access to the toilets and kitchen and on possible noise and access issues.
- 9. All events are to finish by 10.30pm, with the premises to be empty by 11.00pm. The premises will not be available to the Hirer before the beginning of the booking time and must be vacated by the end of the booking time.
- 10.If a key is provided, then this must be safeguarded at all times and returned to the Parish Office at the end of the letting period or as soon as is reasonably possible. No key shall be copied nor given or lent to any third party. If keys are provided, it is the Hirer's responsibility to ensure that all fire doors and windows are closed, all doors locked and all heaters and lights switched off (including the toilets) at the end of the letting period.
- 11. The Hirer will be responsible for the security of the premises both during and at the end of the hire, and the protection of the fabric and contents from damage. At the end of the hire (i) all furniture or equipment used must be wiped clean and returned to its original place (ii) all lights and any heaters must be turned off (iii) the floors should be thoroughly swept and any spillages removed and cleaned up (iv) the kitchen area (if included in the hire) should be left clean and all food removed from the refrigerator (v) all refuse (food, recycling and landfill) must be removed from the premises and gardens and disposed of appropriately elsewhere and (vi) the Hirer is responsible for ensuring that those using the premises do not cause disturbance to the neighbours through excessive noise or unsocial behaviour, especially upon leaving.
- 12. All losses, breakages and damage must be reported, and paid for in full.
- 13. The Hirer is responsible for ensuring that they familiarise themselves with the fire exit routes on arrival and all entrances and exits must be kept clear at all times. In the event of an emergency, occupants must leave the building by the nearest exit. A Risk Assessment should be carried out by the Hirer.
- 14. The kitchen may be used for the preparation of drinks and refreshments provided it is part of the agreed hire. It will be the responsibility of the Hirer to provide the refreshments. It is the responsibility of the Hirer to ensure that any persons using the kitchen are aware of the requirements of the relevant Food Hygiene

Regulations and Food Safety Act Codes of Practice.

- 15. The Hirer will be responsible for ensuring that all users are aware of the procedures for safe and correct use of equipment and facilities, and shall report any deficiencies on the occasion of each use to the Parish Office.
- 16. The Hirer must report all accidents to the Parish Office and also complete the Accident Log Book located with the First Aid kit in the marked cupboard in the kitchen.
- 17. The building is not licensed for the provision of entertainment, the sale of alcohol, or other activities covered by the Licensing Act 2003. It is the responsibility of the Hirer to obtain all or any necessary licences, consents or permissions and provide copies of them to the Parish Office.
- 18. All Hirers are required to follow the St Matthew's PCC's Policies in relation to children and adults who may be vulnerable and to ensure that they are protected at all times. The Hirer is to ensure that they familiarise themselves and comply with our Safeguarding policies which are displayed in the bookcase at the back of the church.
- 19. The Hirer must comply with any legislation or regulations relating to their use of the premises; and note in particular that smoking is not permitted anywhere in the premises or gardens.
- 20. The PCC is not responsible for and does not hold cover for personal injury or damage to personal property for persons booking any part of the building. It is the responsibility of the Hirer to ensure that relevant insurances are in place and a copy of the Public Liability Insurance Certificate is given to the Parish Office. In addition, the Hirer is to ensure that third parties bringing equipment/activities in (e.g. bouncy castles) have the relevant insurance.
- 21. The Hirer acknowledges that no tenancy is intended to be created between the PCC and the Hirer and that members of the PCC or their representatives may enter the premises at any time.
- 22. There are no designated car parking spaces at the premises. However, there is off-street parking available but the hirer is responsible for ensuring that parking does not interfere with our neighbours.
- 23. The Hirer is not permitted to bring in supplementary heating appliances.
- 24. No adhesive or fixing material may be used which may damage the fabric of the premises.
- 25. Chewing gum is not allowed on the premises.
- 26. Failure by the Hirer to comply with any or all of the terms of this Policy document where applicable, whether intentionally or not, may be deemed by the PCC to be just cause for immediate cancellation of any letting or series of lettings and may result in forfeiture of the entire security deposit.
- 27. The PCC reserves the right to cancel a booking, but will not exercise this right without good reason. Any fee paid will be refunded, but no compensation will be payable.
- 28. The Hirer agrees to indemnify the PCC against all claims, demands, actions, proceedings, damages, costs and expenses arising out of non-observance of the Terms of this Policy document.
- 29. Bookings of the premises will be administered by the Parish Administrator. This includes the acceptance and declining of bookings in consultation with the Incumbent, Churchwardens and the PCC, if necessary. The Incumbent will act as final arbiter if required.
- 30. These Conditions of Hire may be amended at the discretion of the PCC and Hirers notified in writing.

### **Appendix Two**



## Conditions of hire - Regular Users

Where the Hirer of the premises is a Regular User (defined as being a Hirer who makes a regular booking which recurs during a period in excess of three months) both the Conditions of hire for Occasional Users and the following Conditions for Regular Users will apply:

- R. 1. Cancellation of Booking: A cancellation of a regular booking of any part of the premises shall be subject to no less than one months' notice given to the Parish Office in writing. The returnable deposit may be forfeit, unless an alternative booking is made at that time.
- R 2. The PCC shall have the right to give not less than six weeks' notice of any increase in hire charges. Hirers will pay monthly in advance, unless by other agreement with the PCC, via the Parish Office.
- R. 3 No items shall be stored on the premises except by prior written permission given by the PCC and no responsibility is accepted for security of any items for which such permission has been given.
- R. 4 A copy of all relevant Insurance Certificates should be given to the Parish Office on an annual basis.
- R. 5 The Hirer is to ensure any electrical equipment used within the building is PAT tested annually and copies of certificates are available to the Parish Office upon request.
- R. 6 If the Hall is not available for hire for any reason, the PCC shall not be held liable for the loss of earnings to the Hirer. In this instance the hire charges shall be returned.
- R.7 A separate signed declaration form will be required from Hirers for activities in relation to safeguarding children and adults who may be vulnerable. Copy available on request.

#### **Appendix Three**



### **Additional Booking Information**

Contact the Parish Office to make a booking:

By Phone: 020 8390 5121

By email: <u>admin@stmatthewskt6.org</u>

In person: St Matthew's Church, St Matthew's Avenue, Surbiton KT6 6JQ

Any bookings made will be provisional until a Premises Hiring Agreement has been completed and returned to the Administrator along with payment and the refundable security deposit.

Copies of this Premises Hiring Agreement and our Lettings Policy can be obtained from the Parish Office or the website – <a href="https://www.stmatthewskt6.org">www.stmatthewskt6.org</a>

The usual opening hours of the Parish Office are: Monday, Thursday and Friday, 9.00am – 12.00 noon

#### Payments/Security Deposit/Cancellations:

Hiring of the premises incurs an hourly charge plus a refundable security deposit of £50.

Payments may be made by cash, cheque or direct bank transfer (BACS) to:

#### ST MATTHEWS CHURCH

Sort code: 20-46-73

Account number: 50793698

#### **Payment Reference**

The letter 'H' <date of Hire ddmm> <name of Hirer>

i.e. If the Hirer is Mr Smith and the hire is on 3rd May, the reference would be H0305SMITH

No debit or credit card payment facility is available.

The payment in full must be made at least **14 days before the hiring takes place** unless the booking is for a date less than 2 weeks from the date of this agreement, in which case payment must be made on signing. The PCC reserves the right to cancel the hire at short notice if the hire fee and deposit are not paid in full in accordance with this Agreement.

The security deposit is refundable subject to the conditions set out in the Premises Hiring Agreement. Refunds will only be made by cheque, even if originally paid in cash.

Any cancellation by the Hirer must be made in writing to the Parish Office. If more than 14 days' notice is given, there is no cancellation fee. If less than 14 days' notice is given, the Hirer shall forfeit 25% of the hire fee. If less than 7 days' notice is given the whole hire fee will be due.



# **Appendix Four**

# **Proposed Hire Charges (2017):**

#### All hires are for a minimum of two hours.

	Corporate Hire Hourly rate	Community hire Hourly rate
Sitzler Room (max 40)	£40	£20
Kitchen	£10	£5
Church (max 250)	£60	£40
Chapel (max 18)	£30	£15
North Room 1 (max 12)	£20	£12
North Room 2 (max 12)	£20	£12

## **Facilities & Equipment**

There are a variety of chairs and tables suitable for both adults and children available for use. Please ensure that you specify what is required at time of booking.

Where other parts of the premises are being used at the same time as the hire, arrangements will have to be made concerning use of the toilets.

NB: We regret to say that currently there is no disabled toilet facility or designated baby changing area.