

STANDARD CONDITIONS FOR HIRE

1. **“The Charity”** refers to Jubilee Church Wirral Ltd (Registered Charity No. 1146197; Company No.7960759).

For more detailed information, the contacts are: (**“The Charity’s Representatives”**)

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2. **“The Hirer”** shall mean any person or organisation named in paragraph 1.2 of the Hiring Agreement

3. **“The Premises”** shall mean The Jubilee Centre, Hose Side Road, Wallasey, CH45 0LA.

4. **Acceptance of Conditions** - The use and occupation of the Premises or part of the Premises is permitted only on the following conditions. The Charity reserves the right to alter or modify these conditions or to impose other conditions in any particular case. The completion of the Hiring Agreement shall constitute an acceptance of the conditions set out below. If a temporary events notice or entertainment licence is required for the Purpose of Hiring then the Hirer is bound by the conditions of that licence in addition to those set out below. The Hirer shall ensure that all legislation relating to the use of the Premises for the Purpose of Hiring and the duty to obtain any licence or approval from any person or authority is complied with. In the interpretation of these conditions the singular shall be deemed to include the plural and the masculine gender shall be deemed to include the feminine and neuter genders. Further, any obligation undertaken by more than one person shall be joint and several.

5. **Use of Premises** - The Hirer shall not use the Premises for any purpose other than the Purpose of Hiring described in the Hiring Agreement and shall not use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof. Any additional requirements such as PA equipment and furniture should be requested at the time of booking or cannot be guaranteed for the hire session.

6. **Payment of Deposit, Hire Fees and Additional Charges** - The Hirer shall pay the Deposit on signing the Hiring Agreement. The Deposit is to be held by the Charity against the cost of damage or replacement of fittings where damage is caused during the Hiring Period and the Charity will retain as much as it considers necessary to cover the costs, without prejudice to Condition 10 below. The Deposit shall only be refundable to the Hirer in the event of the Charity cancelling the booking or on the satisfactory inspection of the premises after a single one-off hiring event. The Hirer shall pay the Hiring Fee in full before the Hiring (or not less than 7 days before the proposed date of hire) or, in the case of regular bookings, in the way and by the method stated in the Hiring Agreement. Failing receipt of any Hiring Fees, any provisional bookings shall be cancelled. Any additional charges for use of Additional Facilities will also need to be made prior to the Hiring (or 7 days before the proposed date of hire).

7. **Cancellation Fee** - If the Hirer wishes to cancel the booking and the Charity is unable to arrange a replacement booking, the Charity may at its absolute discretion refund the Hiring Fee(s) (less the Deposit), but shall be under no obligation to do so. In the event of the Charity cancelling the booking, prior to the commencement of the Hiring, all Hiring Fees (including the Deposit) paid by the Hirer shall be refunded.

8. Force Majeure - The Charity shall not be liable for any loss or damage caused by any interruption in or failure to provide any part of the Premises or Additional Facilities where such failure is due to causes beyond the control of the Charity. If the Charity by reason of circumstances beyond its control, fails to provide parts of the Premises or material part of the Premises required for the booking requirement and Purpose of Hiring at the beginning of the Hire Period (unless the parties otherwise agree) the Hiring Agreement will terminate forthwith. The Charity reserves the right to terminate the Hiring Agreement if and when it discovers or is made aware that the Purpose of Hiring, whether stated in the Hiring Agreement or not, is considered to be unsuitable or not permitted within the Purposes (or prohibited by the restrictive covenants on the building) of the Charity or in the opinion of the Charity may compromise the Purpose(s) of the Charity or in some way poorly reflect on the Charity or if there has been a breach or the Charity reasonably anticipates a breach of any Conditions of Hiring or the event is likely to be objectionable or undesirable or could cause a breach of the peace or could cause damage to the Premises. The Charity will be under no liability whatsoever to the Hirer or any sub-hirer for any loss or damage which they may sustain in consequence of such termination. If the Hiring Agreement terminates under this condition, the Hirer shall be repaid all sums paid under the Hiring Agreement, subject to the deduction of an amount equal to the sum of any costs incurred by the Charity in relation to the Hiring Agreement up to the date of termination, and that part of the Hiring Fee attributable to that part of the Hire Period which has elapsed prior to such termination, apportioned on a daily basis. In this condition "causes beyond its control" include, without prejudice to its generality, fire, flood, tempest, riot, civil commotion, national emergency, explosion of any kind, war, shortage of materials, interruption of transport, water, electricity, gas, communication links or other services and the need to execute urgent repairs to the Premises.

9. Maximum Capacity - The Hirer shall not permit more than the maximum number of people, notified to him by the Charity, to be in any room at any time (Small Hall – 80 people, Meeting Room – 20 people, Auditorium – 350 people). If the Hirer wishes to vary the seating arrangements for a room, the Charity may agree to vary the maximum permitted number of people for that room. The Charity shall have the right to require people in excess of maximum permitted number to leave either a room or, at the Charity's or the Charity's Representative's discretion, the Premises.

10. Loss, Damage and Injury - The Hirer shall indemnify the Charity against the cost of repairing all damage, which may be done to the Premises and the cost of repairing or if necessary replacing any fixtures, fittings, furniture or other moveable effects thereon damaged or destroyed, arising through or in the course of the Hiring, and against the cost of making good, repairing and replacement thereof. The Charity shall be sole judges of the nature and amount of any damage done or loss suffered. No bolts, nails, tacks, screws, pins, hooks, strong adhesive or other such like objects must be used in or on any part of the Premises. Other furniture should not be brought onto the Premises without the express prior consent of the Charity or the Charity's Representative. The above will also apply to all parts of the Premises including the curtilage. The Hirer is also responsible for any contractors or sub-contractors in connection with the Hiring and shall indemnify the Charity in respect of the cost of repair of any damage and in respect of any liability to third parties or otherwise arising out of the use of the Premises for the Hiring.

11. Signage and Advertisements - No external or internal decorations, flags, emblems, posters, placards, advertisements or notices shall be displayed upon or outside the Premises without the previous express consent of the Charity or the Charity's Representative. The Hirer shall not carry out or permit fly-posting or any other form of unauthorised advertisements for any event taking place at the Premises and shall indemnify and keep indemnified the Charity accordingly against all actions, claims and proceedings arising from any breach of this condition.

12. Cleaning, Tidying and Moving Furniture - The Hirer shall no later than the end of the Hire Period ensure that the Premises or parts of the Premises used by him are in a clean and tidy condition, undamaged and free from rubbish and remove from the Premises any items which have been brought into the Premises in connection with the Purpose of Hiring, other than items brought in by the Charity. The Hirer shall take all rubbish with them which they have generated during the period of hire, and should not use the bins at the Jubilee Centre. If in the opinion of the Charity the Hirer has failed to comply with this condition, the Charity may act, at the Hirer's expense, to do all that is necessary to ensure compliance. After the use of the Premises all furniture and equipment must be left in the same position as at the commencement of the

Hire Period and the Hirer must ensure that all lights are turned out, all doors and windows properly secured and the alarm activated.

13. Electrical Equipment and Installation - The Hirer shall ensure that any electrical appliances brought by him into the Premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the Hirer must make use of it in the interest of public safety. The Charity may, at its sole discretion, require that any electrical equipment shall not be used and, if the Charity think fit, may require such equipment to be removed from the Premises. All temporary electrical installations are to be provided by approved electrical contractors and must comply with the requirements of the current edition of IEE "Regulations for Electrical Installations". If required by the Charity the Hirer must provide a valid portable appliance test certificate for any electrical appliances or equipment to be brought onto the Premises by the Hirer.

14. Health and Safety - The Hirer and anyone acting for and with him shall comply in all aspects with the Health and Safety at Work Act 1974 and all subsequent related legislation and regulations. The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment or which is attended by children. The Hirer will ensure that he is aware of the location and use of fire equipment in the Premises, the escape routes, methods of operating escape door fastenings, that all fire exits are unlocked and panic bolts in good working order, that all escape routes are free of obstruction and can be safely used, that any fire doors are not wedged open, that exit signs are illuminated and that there are no obvious fire hazards on the Premises. The Fire Brigade shall be called to any outbreak of fire, however slight and details given to the Charity or Charity's Representative. The Hirer must submit, if required by the Charity, a risk assessment for any materials or actions that might introduce a hazard or increase any risk. The Hirer is also responsible for providing first aid facilities if deemed to be required by the Charity for the Purpose of Hiring. The Hirer shall ensure that highly flammable substances are not brought into or used in any part of the Premises and that no internal decorations of a combustible nature (eg polystyrene, cotton wool) shall be erected without the consent of the Charity or the Charity's Representative. No decorations are to be put up near light fittings or heaters.

15. Food Hygiene - The Hirer shall, if preparing, serving or selling food, observe all relevant food, health and hygiene regulations and in particular the Food Safety Act 1990 and the 2006 Food Hygiene Regulations.

16. Access Ways - The Hirer must maintain clear and free access for all gangways, fire doors, fire aisles, fire fighting equipment, disabled access areas, corridors, vestibules, entrances, exits and staircases. The Hirer shall not obstruct or allow the obstruction (which shall include the parking of any motor vehicle) of any entrances, access ways, communal areas, roads or footpaths on the Premises and must not hinder or interfere with the use of them by any person or persons lawfully entitled to use them.

17. Insurance Risks and Indemnity - The Hirer shall in all respects comply with all conditions, which may be imposed by the Charity's insurers in respect of any special or additional risks involved in the Hiring. The Hirer shall take out before the event and maintain during the Hire Period insurance in respect of his liabilities under the Condition 10 above. The Hirer shall indemnify the Charity against all claims, demands, actions or proceedings, in respect of any damage to, or loss, theft or removal, of property in the Premises belonging to any person other than the Charity and any loss or damage suffered or sustained by any person in consequence of the death or injury of any person (other than someone working for the Charity while carrying out duties for the Charity) howsoever or by whomsoever caused, which shall occur whilst such property or such person is in or upon the Premises or arise from any accident or occurrence which shall occur while such person is in, or on, any part of the Premises during the Hiring Period pursuant to the Hiring Agreement or in any other way in connection with the Hiring. The Hirer must produce evidence of Third Party Public Liability Insurance to a minimum limit of Indemnity of £2 million and Employer's Liability Insurance to a minimum limit of Indemnity of £5 million. The Hirer must affect his own insurance to cover liabilities arising from his activities whilst he is using the Premises and evidence of this must be produced to the Charity or Charity's Representative on demand. The Charity reserves the right to cancel the Hiring Agreement without notice if satisfactory insurance cover cannot be produced.

The Hirer shall indemnify and keep indemnified the Charity and its officers and servants from and against all actions, expenses, claims, damages and demands whatsoever and howsoever arising from, or in consequence of, the non observance or non performance of any of the Conditions for Hire by the Hirer or by any person entering, or being in the Premises or any part thereof, which the Hirer shall use or have the right to use, at any time during the Hire Period or any act or omission by the Hirer or anyone acting for him.

18. Right of Entry - The Charity reserve the right of entry for its representative, a police officer on duty or a member of the ambulance service, fire brigade or a safety officer, access to all parts of the Premises at all times. The Charity also reserves the right to refuse admission to, or remove from the Premises, any person or persons without stating any reason therefor. The Charity shall not be liable to pay any refund or compensation arising from such exclusion.

19. Maintenance of Order - The Hirer shall during the Hire Period be responsible for supervision and security of the Premises, protection of the fabric and contents from damage and the behaviour of all persons using the Premises, including proper supervision of car parking arrangements (if any) so as to avoid obstruction of the highway. The Hirer shall ensure that no drunk and disorderly, abusive and violent person is permitted to enter, remain or otherwise make use of the Premises. The Hirer is responsible for maintaining adequate control, supervision and quiet and orderly conduct of the Premises. The Hirer shall not cause or permit to be caused any nuisance to the local residents close to the Jubilee Centre and will take particular care to ensure that the minimum of noise is made on arrival and departure from the Premises.

20. Smoking, Drugs, Alcohol and Gaming - The Hirer shall not allow smoking or the consumption of drugs or any other illegal substances on the Premises. The Hirer will ensure that during the Hire Period no alcohol is supplied, kept or consumed on the Premises, unless specific permission is granted by the charity. The Hirer shall ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting and lotteries, and the Premises shall not be used at all for the purpose of gaming.

21. Child Protection - The Hirer shall ensure that any activities for children comply with the provisions of the Children Acts 1989 and 2004 and that only fit and proper persons who have passed the appropriate Criminal Record Bureau checks have access to the children. The Hirer on request will be required to produce his Child Protection Policy. The Hirer shall arrange for sufficient adult supervision by persons accustomed to the care and control of children at all times.

22. Sub-Hire and Assignment - The Hirer shall not sub-hire or assign to any third party the Premises or any part of the Premises, without written consent of the Charity. The Hirer shall not permit during the Hire Period any other party to use the part or parts of the Premises included in the Hiring Agreement.

23. Security - The Hirer shall be responsible at the end of Hire Period, unless directed otherwise by the Charity or Charity's Representative, for leaving the Premises and curtilage properly locked and secured, closing all opened windows and turning off all gas appliances, electric heaters and lights, except for the emergency lighting. Keys for the Premises should be returned to the Charity's Representative unless specific regular access and keys have been provided.

24. Animals - The Hirer shall ensure that no animals (including birds), except assistance dogs for the blind, are brought into the Premises, other than for a special event expressly agreed by the Charity.

25. Trading - The Hirer shall not trade or allow trading to take place from the Premises during the Hire Period, unless agreed in writing by the Charity. If trading is agreed by the Charity, the Hirer shall comply with the current Fair Trading legislation and any code of practice relevant to such sales.

26. Storage - The Hirer must not leave in or on the Premises any equipment, furniture or articles of any kind unless by prior written agreement from the Charity, which reserves the right to charge a separate fee for the provision of any such specified and agreed storage facilities. The Charity accepts no responsibility for any stored equipment or other property brought on to or left at the Premises and all liability for loss or damages are excluded. If the Hirer fails to remove stored equipment within seven days after the Hire Period or the agreed storage period has ended, the Charity reserves the right to dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any

cost incurred in storing and selling or otherwise disposing of the same. The Charity will not be responsible for insuring any stored equipment and the Hirer should make arrangements for his own cover.

27. Hiring Agreement - This Hiring Agreement constitutes permission only to use the Premises or part of the Premises. The Hirer acknowledges that no tenancy is intended to be created between the Charity and Hirer, no relationship of landlord and tenant exists between the Charity and the Hirer and the Hiring Agreement does not confer any other right of occupation on the Hirer. The Charity may, by notice to the Hirer, change the location of the room or rooms within the Premises and having notified the Hirer of the change, the Hiring Agreement shall relate to the new location for all the purposes of this Agreement. The Charity may, with 3 months notice, terminate a hiring agreement.

28. Provision by the Charity - The Charity will make every endeavour to provide the Premises or part of the Premises, required for the Hiring Agreement, in a clean and tidy condition, with the Additional Facilities as agreed and will provide water, electricity, gas and associated appliances, equipment and services to the Premises for the heating, lighting and other services as agreed as part of the Hiring Agreement.