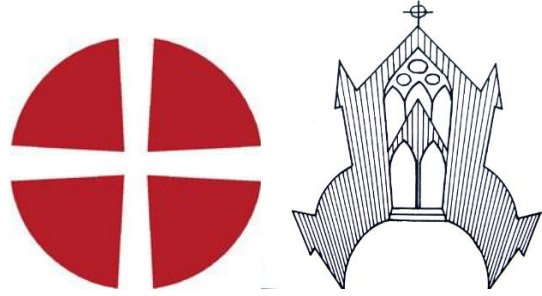


**Stokesley Methodist Church
Booking Form for Third Party Use**



Date:

(insert the date by hand once the agreement is signed by both parties)

BOOKING AGREEMENT

BETWEEN:

_____ (full name of authorised Managing Trustee)

representing STOKESLEY METHODIST CHURCH COUNCIL

Stokesley Methodist Circuit / 1147112 (Registered Name and Charity Number)

AND:

_____ (full name) and
_____ (address)

Tel no: _____ Email address: _____
and (if required)

_____ (full name) and
_____ (address)

Tel no: _____ Email address: _____
as representative(s) of

_____ (name of Group)

AGREE AS FOLLOWS:

In consideration of the Hire Fee described in section 2 below and subject to the Hirer's obligations in section 9 and 10, the Managing Trustee permits the Hirer to use the Premises described in section 6 and 7 below for the purposes of the Event described in section 4 below for the Hire Period described in section 5 below.

PARTICULARS:

1. **Building:** Stokesley Methodist Church

2. **The Hire Fee:**

MAIN CHURCH

£35.00 per hour

£ _____ in total

HALL

£25.00 per hour

£ _____ in total

3. **Payment Dates:** (please circle/tick as appropriate)

Weekly / Fortnightly / Monthly / Quarterly by bank transfer

Within 14 days on receipt of an invoice from the Bookings Officer

4. **Permitted Use and Date(s):**

(Please describe the event/activity eg concert, fitness class, meeting / please attach a list of dates if this involves a season of concerts or repeated events)

5. Permitted Hours:

These are the hours during which the Hirer may use the premises – please set out in the table below.
Exceptions: Bank Holidays & Public Holidays including Christmas Day, Good Friday & Easter Day or otherwise at the discretion of the Church Council.

| Day(s) | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday | Sunday |
|-------------|--------|---------|-----------|----------|--------|----------|--------|
| Start time | am/pm | am/pm | am/pm | am/pm | am/pm | am/pm | am/pm |
| Finish time | am/pm | am/pm | am/pm | am/pm | am/pm | am/pm | am/pm |
| Frequency | | | | | | | |
| Other | | | | | | | |

Please include sufficient time for preparation and clearing up.

6. Premises: (being the parts of the building available for use by the Licensee)

Please tick as appropriate

Main Church

Hall

7. Shared Facilities: (being the common facilities that the Licensee will be able to use during the Permitted Hours incidental to use of the Premises)

Please tick as appropriate

Small Kitchen at the back of the Main Church

Toilets in the Porch

Toilets at the rear of the building

8. Furniture & Equipment:

(please list any furniture or equipment that the Licensee can use)

9. The Hirer agrees to observe and perform the conditions, provisions and stipulations contained and referred to in the **Standard Conditions of Hire and any Special Conditions of Hire as set out in Schedules 1 and 2.**

10. The Hirer agrees with the Managing Trustee to be present (or to procure that its authorised representative is present in the case of an organisation) during the Hire Period to supervise the Event and to ensure full compliance with the terms of this agreement.

11. Safeguarding Policy:

The Hirer has been made aware of the **Statement of Safeguarding Principles:**

- ✓ Safeguarding Children, Young People and Vulnerable Adults Policy for Stokesley Methodist Church 2022/23

SIGNED by:

(Managing Trustee)

SIGNED by:

(Hirer)

SIGNED by (if required):

(Hirer)

SCHEDULE 1

Standard Conditions of Hire

1. PAYMENT OF THE HIRE FEE (and/or deposit if agreed)

- 1.1 The Hirer shall pay to the Managing Trustee the deposit (if necessary) on the date of the Agreement.
- 1.2 The Hirer shall pay to the Managing Trustee the Hire Fee (or balance if necessary) at the time agreed.
- 1.3 The Managing Trustee, acting in their absolute discretion, will hold the right to ask for compensation, such amount to be determined by the Finance & Property Committee (acting on behalf of the Church Council), in the case of any damage or loss having been caused to the premises or its contents, or any complaints having been made to the Managing Trustee about noise or other disturbance during the Hire Period or as a result of the Event.

2. REPAIR, CONDITION, DAMAGE AND LEAVING THE PREMISES

- 2.1 The Hirer shall:
 - a) Leave the Premises clean, tidy and clear of rubbish at the end of the Hire Period.
 - b) Not cause or permit to be caused any damage to:
 - i. The premises, Building or any neighbouring property; or
 - ii. Any property of the owners or occupiers of the Premises, Building or any neighbouring property including but not limited to the fixtures and furniture on the Premises from time to time; and shall
 - c) Not obstruct any other areas of the Building, make them dirty or untidy or leave any rubbish on them.

3. USE OF THE PREMISES

- 3.1 The Hirer shall not use the Premises other than for the purposes of the Event.
- 3.2 The Hirer shall not allow betting or gambling in any form nor use the Premises for the supply, sale, or consumption of alcoholic beverages nor for any religious purposes nor for any other purposes contrary to the Standing Orders of the Methodist Conference.
- 3.3 The Hirer shall not do, or permit to be done on the Premises, anything to injure the reputation of the Premises, or which is illegal, or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Managing Trustee or to any other tenants or occupiers of the Building or any owner or occupier of neighbouring property.
- 3.4 The Hirer shall not allow any animals onto the Building (except Guide Dogs, Hearing Dogs or Assistance Dogs) without the approval of the Managing Trustee.

4. ALTERATIONS

- 4.1 The Hirer shall not make any alterations or addition whatsoever to the Premises.
- 4.2 The Hirer shall not display, fix or attach to the Premises in any way (or elsewhere in the Building) any decoration, advertisement, flag, banner, placard, poster, sign, notice or other article without the prior approval of the Managing Trustee.
- 4.3 Unless the Managing Trustee asks for it to be left in place, any article(s) approved by the Managing Trustee under condition 4.2 must be removed by the Hirer at the end of the Hire period and any damage caused by such removal must be made good to the satisfaction of the Managing Trustee.

5. COMPLIANCE WITH RULES AND REGULATIONS

- 5.1 The Hirer shall not do anything that will or might constitute a breach of any planning permissions or other consents, licences, permissions, certificates, authorisations or approvals, whether of a public or private nature affecting the Premises.

- 5.2 The Hirer shall comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Premises.
- 5.3 The Hirer shall observe any rules and regulations the Managing Trustee makes and notifies to the Hirer regarding the Hirer's use of the Premises and any Facilities or other parts of the Building in accordance to the Agreement.

6. PUBLIC SAFETY

- 6.1 The Hirer shall comply with all conditions and regulations made in respect of the Premises by any regulatory bodies including but not limited to the Fire Authority, Local Authority or the Licensing Authority.
- 6.2 The Hirer acknowledges that they have been notified of the following matters by the Managing Trustees or received or been shown appropriate notices or instructions on or in relation to:
- i. The action to be taken in event of fire including the need to call the Fire Brigade and how to evacuate the Premises;
 - ii. The location and use of fire equipment; and
 - iii. The escape routes from the Premises and the need to keep them clear.
- 6.3 The Hirer shall:
- i. Keep all means of exit from the Premises free from obstructions and immediately available for exit in the case of emergency;
 - ii. Ensure that the Fire Brigade are called to any outbreak of fire, however minor;
 - iii. Inform the Managing Trustee of any outbreak of fire, however minor, as soon as possible;
 - iv. Observe all relevant food health and hygiene legislation and regulations in relation to the preparation and serving of any food;
 - v. Comply with the provisions of any relevant health and safety policies and ensure that those using the premises are aware of such policies;
 - vi. Ensure that any electrical appliances brought onto the Premises by the Hirer are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989;
 - vii. Report all accidents involving injury to the public to the Managing Trustee as soon as possible and complete the appropriate Accident Book;
 - viii. Not bring any highly inflammable substances onto the Premises;
 - ix. Not put up any decorations near light fittings or heaters; and shall
 - x. Not bring onto the Premises (or use) any heating appliances without the consent of the Managing Trustee.

7. INSURANCE AND INDEMNITY

- 7.1 The Hirer shall not do anything that will or might invalidate in whole or in part any insurance effected by the Managing Trustee in respect of the Building.
- 7.2 The Hirer shall indemnify the Managing Trustee and keep the Managing Trustee indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
- i. The use of the Premises by the Hirer;
 - ii. Any breach of the Agreement; and/or
 - iii. The cost of repairs to any damage done to any part of the Premises or Building.
- 7.3 Unless the Managing Trustee otherwise agrees, the Hirer shall take out adequate insurance in respect of the liability of the Hirer under condition 7.2 and at the request of the Managing Trustee shall produce to the Managing Trustee evidence of such policy and of the payment of the premiums for it.

8. SAFEGUARDING

The Hirer confirms that the Hirer has received a copy of the Safeguarding Policy, has an understanding of it, and undertakes to follow it or comparable equivalent guidelines and procedures (such as Scouting and Guiding National Safeguarding Policy) for the safeguarding of children, young people and vulnerable adults in the Building.

9. LICENCES

If any licences are required in respect of any activity to be carried out on the Premises in relation to the use of the Premises by the Hirer, the Hirer shall ensure that they hold the relevant licence unless a relevant licence is already held by the Managing Trustee.

10. NO RIGHTS

10.1 The Hirer acknowledges that:

- i. The Agreement confers permission to use the Premises only and creates no relationship of landlord and tenant between the Managing Trustee and the Hirer or any other rights of occupation;
- ii. The Managing Trustee retains control, possession and management of the Premises and the Hirer has no right to exclude the Managing Trustee from the Premises.

11. CANCELLATION

11.1 The Managing Trustee shall be entitled at any time on giving not less than 7 days written notice to the Hirer to cancel the hiring of the Premises if the Managing Trustee reasonably believes that:

- i. The hire would be in breach of the Constitutional Practice and Discipline of the Methodist Church and/or contrary to the doctrine standards of the Methodist Church;
- ii. Any unlawful or inappropriate activities would take place on the premises as a result of the hire; or
- iii. The premises have become unfit for use by the Hirer.

11.2 In the event of cancellation by the Managing Trustee under condition 11.1, the Hirer shall be entitled to a refund of the deposit/fee already paid. The Managing Trustee shall not be liable to the Hirer for any direct or indirect loss or damages whatsoever.

11.3 If the Hirer wishes to cancel the booking before the start of the Hire Period, the Hirer should give as much notice to the Managing Trustee as possible and in any event not less than 14 days' notice. The Hirer shall have no right to a refund if the 14 days are exceeded.

11.4 In such circumstances, if the Hirer cancels the booking within 14 days of the event and the Managing Trustee is unable to conclude a replacement booking, the question of payment or the repayment of the Hiring Fee shall be at the absolute discretion of the Managing Trustee.

12. END OF HIRE

12.1 At the end of the Hire Period the Hirer shall ensure that:

- i. The Premises are left in a clean and tidy condition;
- ii. The Premises and all windows are properly locked and secured;
- iii. All keys are left in such a place or with such a person as shall be specified by the Managing Trustee;
- iv. Any items moved from their usual position during the Period of Hire shall be repositioned in their original places to the reasonable satisfaction of the Managing Trustee;
- v. The lights at the Premises, and the rest of the Building if appropriate, are turned off;
- vi. Any heating at the Premises is turned off unless otherwise directed by the Managing Trustee; and
- vii. All equipment and/or other property belonging to the Hirer is removed from the Premises and/or the Building.

- 12.2 If the provisions of conditions 12.1 are not fulfilled, the Managing Trustee shall be at liberty to use the Fee paid to make good any default.
- 12.3 Any equipment and/or other property belonging to the Hirer and left at the premises and/or Building at the end of the Hire Period is at the sole risk of the Hirer. If any such items are not removed within 7 days of the end of the Hire period, the Managing Trustee shall be at liberty to dispose of such items and any costs of disposal will be borne by the Hirer. The Managing Trustee will not owe the Hirer any responsibility for the Hirer's property, any damage to such property or the proceeds arising from any sale.

13. LIMITATION OF MANAGING TRUSTEES' LIABILITY

- 13.1 Subject to clause 13.2, the Managing Trustee is not liable for:
- i. The death of, or injury to the Hirer, its employees, customers or invitees to the Premises; or
 - ii. Damage to any property of the Hirer or that of the Hirer's employees, customers or other invitees to the Premises; or
 - iii. Any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred due to the use of the Premises by the Hirer's employees, customers or other invitees.
- 13.2 Nothing in clause 13.1 shall limit or exclude the Managing Trustees' liability for:
- i. Death or personal injury or damage to property caused by negligence on the part of the Managing Trustee or their employees or agents; or
 - ii. Any matter in respect of which it would be unlawful for the Managing Trustee to exclude or restrict liability.

14. DATA PROTECTION

The Managing Trustee cares about the Hirer's privacy and the Hirer's trust is important to the Church. The Local Churches, Circuits and Districts within the Methodist Church in Great Britain respect your privacy and are committed to protecting your personal information (personal data). The Managing Trustees Privacy Notice is displayed at Church and available online (www.tmcg.org.uk/about/data-protection/managing-trustees-privacy-notice). This privacy notice lets you know how we look after your personal data which either you provide to us or we obtain and hold about you and it tells you about your privacy rights and how the law protects you. It also provides information about individual's rights (Paragraph 9 of the Privacy Notice) and who to contact if individuals have any questions about how Managing Trustees use their information (Paragraph 1 of the Privacy Notice). The Managing Trustee will provide the Hirer with a pdf or hard copy of the Privacy Notice on request and will try to deal with any questions that the Hirer may have about the Privacy Notice including any accessibility issues. Please note that all information is kept in a secure place in Church and with the Bookings Officer.

15. THIRD PARTY RIGHTS

A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

16. GOVERNING LAW

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the Law of England and Wales.

17. JURISDICTION

Each party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

SCHEDULE 2

Special Conditions of Hire

(Please set out any additional conditions that the Managing Trustee wants to impose in respect of bookings due to the particular premises being hired ie noise, local arrangements regarding keys, rubbish and recycling disposal, etc.)

1.

2.

3.

4.