



Licence and Terms & Conditions of Hire Form

Schedule 1

If the Hirer is in any doubt as to the meaning of the following or questions safeguarding implications, the Managing Trustees should be consulted immediately.

The Licence and Conditions of Hire between

(1) The Managing Trustees

(2) The Hirer

Agreed Terms – Hirer's Obligations

1. PAYMENT OF THE HIRE FEE

Payment of the Hire Fee will be in accordance of the agreement as set out in clause 1.9 of the Hiring Agreement unless the Managing Trustees, acting in their absolute discretion, have reason to increase the Hire Fee by such an amount to be determined by the Managing Trustees, because of any damage or loss having been caused to the Premises or its contents or any complaints having been made to the Managing Trustees about noise or other disturbance during Hire Period or as a result of the Event.

2. REPAIR, CONDITION, DAMAGE AND LEAVING THE PREMISES

The Hirer shall:

- (a) leave the Premises clean, tidy and clear of rubbish and any other property or equipment at the end of each session of use unless otherwise agreed by the acting Managing Trustee;
- (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 or any Common Parts from time to time; and shall
- (c) not obstruct any other areas of the Building, over which any Rights have been granted, make them dirty or untidy or leave any rubbish on them;
- (d) to remove all equipment goods and/or other property belonging to the Hirer from the Premises and/or Building at the end of the Hire Period;

3. USE OF THE PREMISES

- 3.1 The Hirer shall not use the Premises other than for the purposes of the Event as described.

- 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 or drugs 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 Trustees or to any other tenants or occupiers of the Building or any owner or occupier of a neighbouring property.
- 3.4 The Hirer shall not allow any animals (including birds) onto the Building (except guide dogs, hearing dogs or recognised assistance dogs) without the written approval of the Managing Trustees.
- 3.5 The Hirer shall not allow smoking of any substance nor vaping of any substance of any kind on the Premises (except for theatrical performance as agreed in the Special Conditions of Hire).

4. ALTERATIONS

- 4.1 The Hirer shall not make any alteration 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 Trustees within the Special Conditions of Hire.
- 4.3 Unless the Managing Trustees ask for it to be left in place, any article(s) approved by the Managing Trustees 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 at the expense of the hirer to the satisfaction of the Managing Trustees.

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 Trustees make and notify to the Hirer regarding the Hirer's use of the Premises and any Facilities or other parts of the Building pursuant 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 must abide by the Risk Assessment(s) associated to the Premises and the Event. The Hirer **MUST** be in the possession of a complete and valid Risk Assessment prior to the commencement of Hiring, detailing the hazards & risks associated with the purpose of Hire. The Risk Assessment needs to show that the hazards & risks are controlled, so far as is reasonably practicable. A copy of the Risk Assessment must be kept by the Hirer and is the responsibility of the Hirer to ensure that these are available or on display throughout the duration of Hire. It is also the responsibility of the Hirer to ensure the room/s hired does/do not exceed their maximum person capacity at any time. By commencement of hire, the hirer acknowledges and accepts the given risk assessments to adequately cover the event needs.
- 6.3 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:
- (a) the action to be taken in event of fire including the need to call the Fire Brigade and how to evacuate the Premises;
 - (b) the location of fire equipment;
 - (c) the escape routes from the Premises and the need to keep them clear; and
 - (d) COVID-19 control measures (so long as they are required solely by the judgement of the Managing Trustees and/or government legislation and guidance).
- 6.4 The Hirer shall:
- (a) keep all means of exit from the Premises free from obstruction and immediately available for exit in the case of emergency;
 - (b) ensure that the Fire Brigade are called to any outbreak of fire, however minor;
 - (c) inform the Managing Trustees of any outbreak of fire, however minor, as soon as it is safe to do so;
 - (d) observe all relevant food health and hygiene legislation and regulations in relation to the preparation and serving of any food;
 - (e) comply with the provisions of any relevant health and safety policies and ensure that those using the Premises are aware of such policies;
 - (f) 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 and have received a PAT Test within the last two years to the date of use;
 - (g) report all accidents involving injury to anyone attending the event to one of the Managing Trustees as soon as possible and complete the appropriate accident book;
 - (h) not bring any highly flammable substances onto the Premises;
 - (i) not put up any decorations near light fittings or heaters; and shall

- (j) not bring onto the Premises (or use) any heating appliances without the consent of the Managing Trustees.

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 Trustees in respect of the Building or Premises.
- 7.2 The Hirer shall indemnify the Managing Trustees and keep the Managing Trustees 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 Trustees otherwise agree, 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 Trustees shall produce to the Managing Trustees evidence of such policy and of the payment of the premiums for it.

8. SAFEGUARDING

The Hirer confirms that the Hirer is made aware 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 at the Building. The Hirer also confirms that they have signed the Safeguarding D form, if applicable.

9. LICENCES

If any licences are required in respect of any activity to be carried out at 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 Trustees.

10. NO RIGHTS

- 10.1 The Hirer acknowledges that:
 - (a) the Agreement confers permission to use the Premises only and creates no relationship of landlord and tenant between the Managing Trustees and the Hirer or any other rights of occupation;
 - (b) the Managing Trustees retain control, possession and management of the Premises and **the Hirer has no right to exclude the Managing Trustees, or any other such member, from the Premises or Building at any time for any reason whatsoever.**

11. CANCELLATION

- 11.1 The Managing Trustees 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 Trustees reasonably believe that:

- (a) the hire would be in breach of the Constitutional Practice and Discipline of the Methodist Church and/or contrary to the doctrinal standards of the Methodist Church;
 - (b) any unlawful or inappropriate activities would take place on the Premises as a result of the hire; or
 - (c) the Premises have become unfit for use by the Hirer.
- 11.2 In the event of cancellation by the Managing Trustees under condition 11.1(c), the Hirer shall be entitled to a refund of the Hire Fee paid for that session. The Hirer shall not be liable to the Managing Trustees 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 Trustees as possible and in any event not less than 14 days' notice. The Hirer shall have no right to a refund of a percentage of the Hire Fee to be retained by the Managing Trustees at their absolute discretion.
- 11.4 If the Hirer cancels the booking within 14 days of the date of the Event, and the Managing Trustees are unable to conclude a replacement booking, the question of the payment or the repayment of the Hire Fee shall be at the absolute and sole discretion of the Managing Trustees.
- 11.5 The Managing Trustees are entitled, and reserve the right to, amend or cancel any booking at any time on giving not less than 14 days' written notice to the Hirer to amend or cancel the hiring of the Premises if the Managing Trustees see fit that a Church Event of any type may be compromised or will comprise a period of hire by the Hirer.

12. END OF HIRE

- 12.1 At the end of the Hire Period, the Hirer shall ensure that:
- (a) the Premises are left in a clean and tidy condition;
 - (b) the Premises and all windows are properly locked and secured;
 - (c) all keys are left in such place or with such person as shall be specified by the Managing Trustees and as outlined in the Special Conditions of Hire;
 - (d) 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 Trustees;
 - (e) the lights at the Premises, and the rest of the Building if appropriate, are turned off;
 - (f) any heating at the Premises is turned off, or is timed to turn off, unless otherwise directed by the Managing Trustees; and
 - (g) all equipment goods and/or other property belonging to the Hirer is removed from the Premises and/or the Building.
- 12.2 If the provisions of condition 12.1 are not fulfilled, the Managing Trustees shall be at liberty to use clause 1.10 of the Hiring Agreement to make good any fault.
- 12.3 Any equipment goods 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 Trustees shall be at liberty to dispose of any such items and any costs of disposal will be borne by the Hirer. The Managing

Trustees 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. TERMINATION

13.1 Any agreement shall end on the earliest of:

- (a) the stated End Date;
- (b) the expiry of any notice given by the Managing Trustees to the Hirer at any time of breach of any of the Hirer's obligations under the Conditions of Hire; and
- (c) the expiry of not less than four weeks' notice given at any time by the Managing Trustees to the Hirer or by the Hirer to the Managing Trustees,

and any Hire Fee paid in respect of any period following termination of this agreement under clause 12.1 and subsequent sub sections shall be reimbursed by the Managing Trustees to the Licensee.

13.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

14. LIMITATION OF MANAGING TRUSTEES' LIABILITY

14.1 Subject to clause 14.2, the Managing Trustees are not liable for:

- (a) the death of, or injury to the Hirer, its employees, customers or invitees to the Premises; or
- (b) damage to any property of the Hirer or that of the Hirer's employees, customers or other invitees to the Premises; or any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred due to the use of the Premises by the Hirer or the Hirer's employees, customers or other invitees.

14.2 Nothing in clause 14.1 shall limit or exclude the Managing Trustees' liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Managing Trustees or their employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Managing Trustees to exclude or restrict liability.

15. NO WARRANTIES FOR USE OR CONDITION

The Managing Trustees give no warranty that the Premises possess the planning permissions or any other consents, licences, permissions, certificates, authorisations or approvals whether of a public or private nature which shall be required for the Permitted Use.

15.1 The Managing Trustees give no warranty that the Premises are physically fit for the Permitted Use.

15.2 The Licensee acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Managing Trustees before the date of this licence as to any of the matters mentioned in clause 15.1 or clause 15.2.

15.3 Nothing in clauses 15.1 or 15.2 shall limit or exclude any liability for fraud.

16. 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.

17. 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.

18. 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).

INTERPRETATION

- Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- Unless expressly provided otherwise, the obligations and liabilities of the Licensee under this licence are joint and several.
- A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England or Wales.
- Words in the singular shall include the plural and vice versa.