

# **Letting Agreement: Long Term Lets**

(Including Terms and Conditions)

Contract entered into and between

**Weybridge Methodist Church**

and

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**Agreement number:**

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## Church premises conditions of letting

If the Hirer has any doubt as to the meaning of any of the following, please address enquiries to [weybridgemethodistoffice@gmail.com](mailto:weybridgemethodistoffice@gmail.com)

For the purposes of these conditions, 'the Hirer' shall mean an individual Hirer, or where the Hirer is an organisation, group or business, the authorised representative.

### 1. General conditions and pointers

- The light switches are behind the stage next to the steps.
- Please ensure that all lights are off and windows are closed before you vacate the premises.
- Please ensure that the floors are left clean and dry.
- NO food or drink is permitted in the main hall.
- Please take ALL rubbish with you when leave the premises; there is no commercial collection for these premises and it is the Hirer's responsibility to ensure that all rubbish is removed after their session.
- The heating is on a timer and is set to come on at the appropriate times.

If, on arrival, you notice anything that is unsatisfactory, please report it to [weybridgemethodistoffice@gmail.com](mailto:weybridgemethodistoffice@gmail.com)

### 2. Supervision

The Hirer will, during the period of hiring, be responsible for the supervision of the premises, the fabric and contents, their care, safety from damage (however slight), or alteration of any sort and will be responsible for the behaviour of all persons using the premises during this tenure whatever their capacity.

### 3. Use of the premises

The Hirer shall not use the premises for any purpose other than that originally intended. The Hirer shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way or in any way that could be deemed to bring Weybridge Methodist Church into disrepute. The Hirer shall not do anything or bring anything onto the premises which may endanger the premises, or render invalid any insurance policies in respect thereof.

### 4. Indemnity

The Hirer shall indemnify Weybridge Methodist Church from the cost of repair of any damage done to any part of the property, or the contents of the buildings, that may occur during or as a result of, the period of hire. In the event of damage being covered by the Church insurance, the Hirer shall be responsible for the excess payment as stipulated at the time of the claim.

If the Hirer is not already insured, the hirer shall be responsible for making arrangement to insure against third party claims which may lie against the Hirer whilst using the premises. Long term Hirers will be asked to provide a copy of their Public Liability Insurance policy.

### 5. Accidents, Damage and Dangerous Circumstances

The Hirer must report all accidents involving injury to the public immediately to [weybridgemethodistoffice@gmail.com](mailto:weybridgemethodistoffice@gmail.com). The church has an obligation to report to their insurers even though the Hirer has their own Public Liability insurance. This will not be considered an admission of liability. The Church's insurers will deal with all claims for liability and will involve the third party's insurers where necessary. Long term Hirers will be asked to provide a copy of their Public Liability insurance policy.

### 6. Key Holder

It is the responsibility of the representative who signs the agreement to notify the church trustees when the **key holder changes**. The original signatory will remain responsible and liable until official notification (including all details regarding name and contact information) is received by the church at [weybridgemethodistoffice@gmail.com](mailto:weybridgemethodistoffice@gmail.com). It is the responsibility of the key holder to report any lost key to [weybridgemethodistoffice@gmail.com](mailto:weybridgemethodistoffice@gmail.com) immediately the loss is discovered. Any costs associated with replacing the key will be billed to the Hirer. Under no circumstances must keys change hands for any reason without notifying [weybridgemethodistoffice@gmail.com](mailto:weybridgemethodistoffice@gmail.com)

## 7. Parking

The Hirer does not have exclusive use of the parking area. The parking area should be vacated by all attendees to the particular session with **immediate effect** at the end of the hiring period. The Hirer shall ensure that their clients keep the entrances to the building and to the parking area clear at all times. Visible parking restrictions and instructions should be adhered to at all times. Under NO circumstances may any car park, or drive, on the grassed area. Should the parking area be full then cars must park on the street or in the public car park in Churchfield Rd. It is the responsibility of the Hirer to remind their clients that parking in the adjacent streets should adhere to the Highway Code Sections 243 – 250 (<http://www.highwaycodeuk.co.uk>). Complaints from neighbours regarding inappropriate parking will be referred to the Hirer who used the premises at the time of the complaint.

## 8. Noise

The Hirer shall ensure that the users of their session vacate the premises quickly and quietly. Hirers are asked to respect the fact that the Church is in a residential area and consider the impact of loud noise on the neighbours. Any complaints from neighbours regarding noise shall be referred to the Hirer for arbitration.

The Hirer should ensure that the volume of noise from their session does not impact other users of the premises. Care should be taken when traversing the corridors when other users are on the premises.

## 9. Refuse

The Hirer shall be responsible for the removal from the premises of all refuse generated by the Hirer during their period of use. At no time must any rubbish be placed in the Garden rubbish bin.

## 10. Alcohol

No alcohol or other intoxicating substance shall be brought onto Church premises under any circumstances. See Methodist Standing Orders 922. ([www.methodist.org.uk](http://www.methodist.org.uk))

## 11. No Smoking

In line with Government legislation introduced in 2007, smoking is not permitted in the building ([www.hse.gov.uk](http://www.hse.gov.uk)) at any time.

## 12. Public Safety

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the local Magistrates Court or otherwise. This will include, but is not limited to, ensuring that neither the Hirer nor their representative permit Fire Exits or corridors to be blocked at any time. All Hirers should ensure that they have a suitably qualified First Aider on site, particularly when the session includes children. All Hirers should have their own First Aid Kit and Accident book. In addition any occurrence should be entered in the Church Accident book which is situated in the kitchen. Weybridge Methodist Church trustees reserve the right to ask for evidence of compliance with the above.

Fire extinguishers, which are checked regularly as required by the Fire Brigade, are situated around the building. Hirers are advised to familiarise themselves with the fire equipment and the clearly marked Fire Exits. In the event of a fire the Hirer should call 999 **immediately** – do not waste time trying to contact a Church Trustee. After everyone is safely accounted for the Hirer should notify [weybridgemethodistoffice@gmail.com](mailto:weybridgemethodistoffice@gmail.com)

The trustees of Weybridge Methodist Church undertake an annual Risk Assessment in line with Methodist Church Policy.

### **13. Health & Hygiene**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. ([www.hse.gov.uk](http://www.hse.gov.uk))

### **14. Compliance with the Children's Act**

Any group or individuals hiring the premises on a regular basis for children's activities (child is defined in law as anyone under 18 years of age) must confirm in writing that appropriate checks have been undertaken for everyone leading these children. The Hirer shall ensure that activities of children under eight years of age comply with the provisions of the Children Act and that only fit and proper persons have access to the children. Hirers are asked to provide a copy of the DBS check and evidence that Safeguarding training has been undertaken for themselves and any staff members. Please email details to [weybridgemethodistoffice@gmail.com](mailto:weybridgemethodistoffice@gmail.com)

### **15. Animals**

The Hirer shall ensure that no animals, fish or birds are brought onto the premises at any time with the single exception of Guide dogs, Service dogs or Assistance dogs. (This includes the short period of drop off and collection of children). No animals should enter the kitchen at **any time**.

### **16. Fly Posting**

The Hirer shall not carry out or permit fly posting or any other form of advertisement for the event taking place on the premises, and shall indemnify Weybridge Methodist Church accordingly against all action, claims and proceedings arising from any breach of this condition.

A notice board is available in the Mayfield Hall for the use of Hirers. Please date and initial any material before pinning to the board. The church trustees reserve the right to remove inappropriate or out of date material.

### **17. Lost Property**

All Hirers are responsible for checking the premises, including the toilet area, before they leave. This is irrespective of whether there are other users on site. Weybridge Methodist Church is not responsible for any items alleged to have been left on the premises. Hirers are at liberty to report lost or found items to [weybridgemethodistoffice@gmail.com](mailto:weybridgemethodistoffice@gmail.com) and a 'best efforts' response will be given.

### **18. Sale of Goods**

The Hirer shall, if selling goods on the premises, comply with Fair Trading laws and any code of practice in conjunction with such sales.

### **19. Review and withdrawal of the Agreement**

Hirers should express their interest/intent to renew their contract for the following year by May 31<sup>st</sup> each year. The new hire period will run from 1 September until 31 August by when a new agreement will have been signed for the following year.

The agreement will be reviewed annually by the Church Trustees and this will include a review of Hiring rates.

Weybridge Methodist Church may withdraw or rescind any agreement with seven days' notice. The Hirer shall serve a minimum of one month's notice of termination or withdrawal of the agreement; the associated costs for the hire should be paid up to date no later than the last day of tenure. All equipment belonging to the Hirer shall be removed in totality before the end of the last session. Weybridge Methodist Church reserves the right to dispose of any equipment remaining on Church premises after the termination date.

## **20. Cancellation**

Weybridge Methodist Church reserves the right to cancel the booking for any particular week or weeks in the event of:

- The church hall being required for use as a Polling Station for Parliamentary or Local Government election or by-election.
- Any part of the premises being required for use by the Church.

Weybridge Methodist Church will endeavour to give as much notice to the Hirer as possible should either of these situations arise but shall not be liable to the Hirer for any resulting loss or damage whatsoever.

## **21. Unfit for Use**

In the event of the premises or any part of the premises being rendered unfit for use, Weybridge Methodist Church shall not be liable to the Hirer for any resulting loss or damage whatsoever.

## **22. Payments**

Weybridge Methodist Church would prefer payment to be made by Bank Transfer. Account details may be obtained from [weybridgemethodistoffice@gmail.com](mailto:weybridgemethodistoffice@gmail.com). Where cheques are remitted they should be made payable to 'Weybridge Methodist Church'.

### 23. Signatures

Please sign and return to the Voluntary Letting Co-ordinator the attached agreement, signifying your agreement to, and understanding of, the above conditions.

Start date of agreement: \_\_\_\_\_

Applied hire rate: \_\_\_\_\_

Period of Hire: \_\_\_\_\_

\_\_\_\_\_

To: Weybridge Methodist Church

I / We: (strikethrough as appropriate)

\_\_\_\_\_ ("Hirer's name")

**have read, understand and agree to the Conditions of Letting**

Signed:

\_\_\_\_\_

Name (in block capitals):

\_\_\_\_\_

Date: \_\_\_\_\_

**For, and on behalf of Weybridge Methodist Church**

Signed:

Signed:

\_\_\_\_\_

\_\_\_\_\_

Voluntary Letting Co-ordinator  
Liliana Massacane

Property Committee Member  
Stanley Barnes