1. It is the responsibility of the hirer to determine whether the premises are suitable for his/her purposes. The hirer shall be responsible for obtaining any and all necessary licences and/or permissions. In particular but not exclusively licences may be required for public performances involving music, singing, dancing or theatre. The premises may be used only for the purposes stated on the initial contract or as agreed in writing as varied by the Halls Secretary. If the hirer wishes to change the nature of the activity, permission must be sought from the Halls Secretary, and it should be noted that some activities are not acceptable to the Church. *These unacceptable activities include any form of Halloween related event, whatever the regular approved use or activity of the Hirer may be (amended November 2019).*
2. The Hirer shall be liable to the Church for the proper use of the premises and of the Church’s property, and for the supervision and conduct of the people using the premises in connection with the hiring agreement. The Hirer shall agree to reimburse the Church on demand for any loss and/or damage to the premises, equipment, furniture, grounds, or other property which may occur during the hire period or arising directly or indirectly out of the hiring.
3. The Hirer shall be responsible for the safety of any electrical equipment brought on to the premises and shall be liable for any damage or injury to persons and/or property which results from faults in such equipment, and for any and all costs arising out of and/or in connection with such damage and/or injury.
4. It is the responsibility of the Hirer to arrange whatever insurance cover is reasonably and/or appropriately required for their activity within the Church premises as the Church’s insurance covers only its own activities and its public liability. There is a First Aid Box in the Main Hall together with a Pay As You Go Mobile telephone to summon help if required for the use of persons on the Church premises. Nevertheless these are an ex gratia facility and are not to be exclusively relied upon and no responsibility by or on behalf of the Church and/or others is to be implied or otherwise relied upon for adequacy in any respect for these or other facilities within the Church premises. An accident book in which any health and/or safety-related incidents should be recorded will also be in the main hall.
5. The Hirer is responsible for ensuring that when children or vulnerable adults are present on the premises, the appropriate legislation and best practice in connection with their supervision and safety are observed and strictly adhered to. Where relevant the Hirer is required to ensure that children and vulnerable adults are protected at all times by taking all reasonable steps, to ensure such protection is effective and by having any necessary insurance in place, and by abiding by their own Safeguarding Policy should the Hirer have one or by the Church’s Safeguarding Policy.
6. The Church reserves the right to cancel a hiring when the premises are required for the Church’s own use, without liability for any loss or expense, direct or indirect, suffered by the Hirer in consequence. (This right would be invoked **only in what the Church considers to be exceptional circumstances**, as the Church is mindful that many booked sessions are planned well in advance, sometimes with speakers invited, and also that financial loss would be suffered in some cases).
7. The Church reserves the right to cancel the Hiring Agreement and put a stop to any use of the premises that is not properly conducted or which endangers the safety of any persons or of the Church’s property, or in the event of the Hirer’s failure to pay hire charges promptly and in full. The Church’s opinion in any such matters shall be final but judgement will be exercised reasonably in all circumstances. The Hirer shall allow the Halls Secretary and/or other Church officials to enter the premises during the times of the hiring as per the contract in order to satisfy the Church as to the proper use and supervision of the premises.
8. The Hirer may not sublet any part of the premises during the times of the hiring as per the contract, even if no money is involved. No rooms may be used except those specified in the agreement and access to the premises shall be made only at the times specified in the agreement unless prior permission has been given.
9. **No alcohol** is to be consumed in any part of the premises.
10. Hirers may use furniture and equipment which are in the halls and meeting rooms, and also tables and chairs in the cupboard (appropriately labelled) at the back of the main hall. All furniture and equipment moved by the hirer should be replaced as found and any damage whether found or caused by the Hirer should be reported to the Halls Secretary. If used, the kitchen should be left clean and tidy (as should the premises as a whole) and crockery should be washed, dried and **put away**. The Hirer should not leave any of his/her equipment and/or property on the premises without permission.
11. The entrance door key and any other key issued remain the property of the Church. **They must not be copied or photographed**, and should be returned at the end of the hire agreement when rental ceases or at the request of the Church whichever arises first. In the event of any loss of keys, the Hirer is responsible for the cost of any replacement. The Hirer’s liability is not limited to the cost of the key(s) lost but extends to the cost of replacing locks and all other keys in use if the Church considers that the security of the premises has been compromised by the loss. The Hirer is responsible for ensuring that the entrance door is securely locked after use, with the lights switched off (except for the toilets where a sensor and timer control the lights), taps turned off in the toilets, and with the fire doors closed. If part of the building is still occupied, the Hirer’s responsibility is limited to ensuring that the lights are off and the fire door closed in the area(s) which they have used.
12. This agreement may be terminated by either party with at least 4 weeks written notice (more if possible), either by email or by recorded delivery post to the addresses specified in the contract (in the case of the Church, to the Halls Secretary **not** to the Church premises). Such notice shall be deemed served on receipt by the addressee. It is the responsibility of the Hirer to give advance notice (at least one week but more if possible) to the Halls Secretary in the event of the cancellation of a booked use or any significant alteration to the times of that booked use. **It should not be assumed that for school term time only activities the Halls Secretary is aware of when school holidays occur**. In the event of a failure to give due notice, the Hirer may still be charged for the booking.
13. The Hirer shall settle all invoices in full and promptly **and in any case within one calendar month of issue, and failure to do so may result in the cancellation by the Church of the Hiring Agreement .** Payment may be made by cheque payable to West Kirby URC or bank transfer (the details of the Church’s account are available on request).

