Terms and Conditions of hire.

1.Interpretation

In these conditions, the following terms have the following meanings: "The Church" means Ipswich International Church. "The Premises" shall mean the building's occupied by the church at Barrack Corner. "The Hirer" shall mean any person who has made an application for a booking. "The Caretaker" shall mean the church Caretaker or his/her authorised deputy. Words which impart only the singular shall include the plural and vice versa. Where two or more persons are included in the term "the hirer" they are jointly and severally responsible for the observance and performance of these conditions.

2. Acceptance of conditions

The occupation of the premises is permitted only on the following conditions. The owners reserve the right to alter or modify these conditions or to impose other conditions in any particular case. Booking the premises constitutes acceptance of the conditions of letting.

The church will not hire its premises to individuals or groups where the proposed use is inconsistent with the charitable objects of the Elim Foursquare Gospel Alliance (registered charity 251549) as set out in Appendix 1 or conflicts with its doctrines.

3. Application for hire

A provisional booking will only be confirmed once written confirmation has been received along with an authorised signed Venue Booking Form. Applications will not be accepted for persons applying on behalf of other persons, unless this is declared at the time of the application. The purpose of the hire must be stated at the time of the booking, and the hirer must use the premises for that purpose only. The owners reserve the right to refuse any application or to cancel bookings at any time.

4. Payment for hire rates

All hire rates are payable in advance: 50% of the total hire charge must accompany the completed booking form. The remaining 50% of the total hire charge must be paid 14 days before the hire due date, and no bookings will be considered firm until full payment has been received.

5. Maximum capacity

The hirer shall not permit more than the maximum number of people notified to him by the church to be in any room at any time. The church shall have the right to require people in excess of the maximum permitted number to leave the premises.

6. Cancellation fee

A cancellation fee is charged for any cancellation of hire from 28 days before the hire date at 50%. For cancellations within 28 days of the hire date, the full cost of the hire will be charged. If cancellation is within seven days, a cost may be incurred for staff and equipment hire. The church shall use its best endeavours on behalf of the hirer to relet the premises and, if successful, shall refund to the hirer the contracted amount.

7.Force majeure

The church shall not be liable for any loss or damage caused by any interruption in or failure to provide any staff, services or rooms where such failure is due to causes beyond its control.

If the hire agreement terminates under this condition, the hirer shall be repaid all sums paid under the hire agreement, subject to the deduction of an amount equal to the sum of costs incurred by the church up to the date of termination, and that part of the hire charge attributable to that part of the hire period which has elapsed prior to such termination.

In this condition "causes beyond its control" includes, without prejudice to its generality, fire, flood, tempest, riot, civil commotion, national emergency, explosion of any kind, strike, lockout, labour difficulties, 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.

8. Loss, damage and injury

The church shall not be responsible for any loss or damage whatsoever to any property arising out of the hiring, nor for any loss, damage, personal injury or death which occurs during the hiring suffered by any person or persons visiting the premises in connection with the hiring, except to the extent that such loss, damage etc. is caused by the negligence of the church, its staff or agents. The hirers shall indemnify the church against all claims arising out of such loss, damage, or injury and shall be responsible for taking all necessary safety precautions.

The Hirer shall notify the Church forthwith of any accident occurring on the premises in connection with the Event and an accurate account made in the Accident Book.

9. Damage to premises

A) The hirers shall indemnify the church against all damage which may be done to the premises and all damage to, and loss of, any fixtures, fittings, furniture or other moveable effects thereon, arising through or in the course of any hiring and against the making good, repairing, replacement thereof. In no circumstances may anything be affixed to any part of the premises, nor shall any other furniture be brought onto the premises without the express previous consent of the church, its Caretaker or deputy. The hirer is responsible for any contractors or subcontractors and will reimburse the church for any damage caused.

B) In the event that the hirer is a key-holder, the hirer understands and agrees that:

i. All keys/cards issued by the Church remain the property of the Church and are to be returned to the church Caretaker immediately on completion of the period of hire.

ii. The hirer will not loan, duplicate or use the keys/cards issued in any unauthorized manner.

iii. The hirer will ensure the keys/cards remain in their possession or are appropriately secured at all times.

iv. The hirer accepts responsibility for the cost of replacement keys/cards, rekeying locks and any associated damage or losses should the keys/cards be lost, stolen or misused while in their possession.

10.Signage

No external or internal decorations, flags, emblems, posters, placards, advertisements or notices shall be displayed upon the outside the premises without the previous express authority of the church. The hirer shall use the premises so that it is at all times maintained in a clean, tidy and safe condition. The hirer shall ensure that no person fixes anything to the structure or contents of the centre, marks, soils or damages the centre or its contents in any way. The hirer shall ensure that no person leaves anything in, or in any way obstructs, an emergency exit or stairwell, or obstructs any notice of any emergency exit.

11. Use of Premises

The hirer shall not use the premises for any purpose other than that described in the hiring contract and shall not sub-hire or 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 nor allow smoking, gambling, activities relating to lotteries or betting in the premises. No chewing gum is allowed on the premises. Elim is not registered for the sale of alcohol on the premises.

The Hirer shall not permit anything to be said or done in or about the premises which is subversive of public law or order or which may lead to a breach of the peace, or which may injure the reputation of the building.

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The Hirer shall comply with all statutes, regulations and bye-laws applicable to the event and shall not permit anything which could become a public nuisance or cause nuisance, annoyance or damage to any person or property.

No broadcast or recording of the event or any part of it for the purpose of television, radio or publication or reproduction in any medium shall be made without the prior written permission of the Church.
The church will not hire its premises to individuals or groups where the proposed use is inconsistent with the charitable objects of the Elim Foursquare Gospel Alliance (registered charity 251549) as set out in Appendix 1 or conflicts with its doctrines.

Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises. No animals whatsoever are to enter the kitchen at any time.

12. Cleaning of the Centre

The hirer shall, no later than the end of the hire period, ensure that the rooms are clean, undamaged, and free from rubbish, and remove from the premises any items brought onto the premises in connection with the event, other than items brought in by the church. If, in the opinion of the church, the hirer has failed to comply with this condition, the church may, at the hirer's expense, do all that is necessary to ensure compliance. The church shall have the right to remove and discard anything left in the premises after the hire period has ended. The church may, at its sole discretion, store at the hirer's risk any item that appears to be valuable. The hirer may incur a storage charge determined by the church.

13. Special lighting, amplification or audio-visual equipment

All special lighting, amplification, loudspeakers, and audio-visual equipment is in the sole charge of the church. No alteration, modification, or addition thereto whatsoever shall be made without the previous express permission of the Caretaker or deputies. The church accepts no responsibility for technical problems experienced on the day of hire if a technician has not been ordered through the church.

14. Electrical equipment and installation

The hirer shall ensure that no electrical equipment is used in such a way as to damage or otherwise interfere with the electrical installation of the premises. The church may, at its sole discretion, require that any electrical equipment not be used and, if the church thinks 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". Any electrical equipment brought into the premises by the hirer shall be PAT (Portable Appliance Tested).

15. Health and safety

The hirer and his servants or agents shall comply in all aspects with the Health and Safety at Work Act 1974 and all subsequent related legislation and regulations, the Children and Young Persons Act 1933, Food Hygiene and Safeguarding Regulations

16. Insurance risks and indemnity

The hirer shall in all respects comply with all conditions which may be imposed by the church's insurers in respect of any special or additional risks involved in the letting. The hirer shall take out before the event and maintain during the hire period insurance in respect of their liabilities under condition 7. Proof of which must be provided 7 days prior to the hire date.

17.Sub-letting

The hirer shall not sub-let the premises.

18. Right of entry

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The right of entry to the premises is reserved to the Caretaker and to any other person or persons authorised by them, or by the church.

19. Maintenance of order

The hirer shall be responsible for keeping the premises in good order throughout the hiring and for providing stewards at suitable places on the premises, including the street-level entrance and in the meeting itself, during the hiring. The church reserves the right to refuse admittance to, or eject, any person or objects from the centre.

The Hirer must not permit any person who has been excluded from the building to attend the Event.

20. End of hire

The hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced; otherwise, the church shall be at liberty to make an additional charge.

21. Noise

The hirer shall ensure that noise is kept to a minimum on arrival and departure, particularly late at night and early in the morning. When the event or hire period takes place after 8 pm, noise levels must be kept to a minimum, and if complaints are received, the church will have the right to cancel or deny future requests to hire the premises from the hirer.

21. Auction Sales

Auction sales are prohibited; no part of the premises shall be used for an auction.

22. Public Safety Compliance

The hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, or otherwise, particularly in connection with any event which is attended by children. The hirer acknowledges that they have received instruction in the following matters:-

- The action to be taken in the event of a fire. This includes calling the Fire Brigade and evacuating the premises. The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- Operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

23. English Law

The proper law of the hire agreement shall be English Law and the hire agreement shall be deemed to have been made in England.

24.Compliance

The hirer must comply with any instructions from the Caretaker or deputies given before, during or after the hiring. If the hirer refuses or fails to comply with any instructions, the hirer may be asked to leave the premises, and any standing hiring agreement will be terminated.

26.Supervision

The organiser of the event must be in attendance at all times or notify the Church when they are absent and nominate a responsible Adult to manage the event in their absence.
Do not allow anyone under the age of 18years to be left in charge or allow children to be left unattended.

APPENDIX 1

The Objects of the Alliance are: -

1. To spread and propagate the full Gospel of our Lord Jesus Christ and primarily but not exclusively the Fundamental Truths hereinafter set forth.

THE BIBLE: We believe the Bible, as originally given, to be without error, the fully inspired and infallible Word of God and the supreme and final authority in all matters of faith and conduct.

THE TRINITY: We believe that the Godhead exists co-equally and co-eternally in three persons, Father, Son and Holy Spirit and that these three are one God, sovereign in creation, providence and redemption.

THE SAVIOUR: We believe in the true and proper deity of our Lord Jesus Christ, in His virgin birth, in His real and complete humanity, in His sinless life, in His authoritative teaching, in His substitutionary and atoning sacrifice through His shed blood, in His bodily resurrection, in His ascension to the right hand of the Father, in His heavenly intercession and in His second advent to receive His Church.

THE HOLY SPIRIT: We believe in the deity of the Holy Spirit, who proceeds from the Father and the Son and the necessity of His work in conviction of sin, repentance, regeneration and sanctification, and that the believer is also promised an enduement of power as the gift of Christ through the baptism in the Holy Spirit with signs following. Through this enduement, the believer is empowered for fuller participation in the ministry of the Church, its worship, evangelism and service.

MANKIND: We believe in the universal sinfulness of all men since the Fall, rendering man subject to God's wrath and condemnation.

SALVATION: We believe in the necessity for salvation of repentance towards God and faith in the Lord Jesus Christ by which the sinner is pardoned and accepted as righteous in God's sight. This justification is imputed by the grace of God because of the atoning work of Christ, is received by faith alone and is evidenced by the Fruit of the Spirit and a holy life.

THE CHURCH: We believe in the spiritual unity and priesthood of all believers in Christ and that these comprise the universal Church, the Body of Christ.

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THE MINISTRY: We believe in the ministries that Christ has set in His Church, namely, apostles, prophets, evangelists, pastors and teachers, and in the present operation of the manifold Gifts of the Holy Spirit according to the New Testament.

THE ORDINANCES: We believe in the baptism of believers by immersion in water in obedience to the command of Christ and in the commemoration of Christ's death by the observance of the Lord's Supper until His return.

THE COMMISSION: We believe that the gospel embraces the needs of the whole man and that the Church is therefore commissioned to preach the gospel to the world and to fulfil a ministry of healing and deliverance to the spiritual and physical needs of mankind.

THE COMING KING: We believe in the personal, physical and visible return of the Lord Jesus Christ to reign in power and glory.

THE FUTURE STATE: We believe in the resurrection of the dead and in the final judgement of the world, the eternal conscious bliss of the righteous and the eternal conscious punishment of the wicked.

2. To demonstrate the full Gospel of our Lord Jesus Christ by the relief of people who, by reason of their disability, age, infirmity, sickness, social or economic circumstances or caring responsibilities have a need of health, social care or other related community services or recreational facilities by the provision of information, advice, support and other services and facilities calculated to relieve those needs; and

3. To demonstrate the full Gospel of our Lord Jesus Christ by the advancement of education in such ways as may from time to time be charitable."

4. The means by which the said objects shall be carried out shall be such means as may be lawfully employed or adopted by a body having exclusively charitable objects and as the National Leadership Teamhereinafter mentioned shall from time to time prescribe (but subject always to such limitations and directions [if any] as may be imposed or given by the Conference hereinafter mentioned) and in particular (without derogating from the generality of the foregoing) the training and sending out of Ministers and Evangelists the establishment of Churches the formation of Sunday Schools, the provision of social care facilities and the issue of religious publications throughout Great Britain and elsewhere.