

## **IIC Hiring Terms and Conditions.**

The terms and conditions of hiring rooms at Ipswich International Church are set out below, they have been advised by Elim's central office of which IIC is part of Elim's charity as an Elim Four square Gospel Alliance church.

'ELIM TRUST CORPORATION' (Company Registration number 290974) acting as a trustee for the Elim Foursquare Gospel Alliance ("the Charity") Charity Registration number 251549 Registered office is situated at Elim International Centre, De Walden Road, West Malvern, Worcestershire WR14 4DF

### **Hire Agreement**

The Church is acting on behalf of ETC and the Hirer will be the person/s or company hiring the facilities.

- 1. The Church agrees to make available the room(s) and facilities / equipment on the dates stated at the time of requesting a booking and it being confirmed, subject to the terms of this Agreement. This Agreement is personal to the Hirer and may not be assigned, transferred, sublicensed or sub-let.
- 2. In certain circumstances, A Hire Facility Deposit will be required to compensate for any loss, damage or inconvenience suffered or incurred as a result of the Hirer's breach of the terms and conditions as stated blow. This is without prejudice to the right of the Church to make a claim against the Hirer if greater loss, damage, or inconvenience is suffered or incurred. The HF Deposit is payable with the balance of the Hire Charge and will be refunded within 14 days following the end of this agreement provided that there has been no breach of the Terms and Conditions of Hire and that the premises and equipment are left in a clean, tidy and undamaged condition after the Event: otherwise, the Deposit will be forfeited.
  Confirmation of this Deposit will be made in writing.
- 3. On confirmation of booking, the hirer shall pay the agreed non-refundable Booking Deposit, along with all applicable Hire Fees agreed 14 days prior to the booking. The Booking Deposit and any applicable hire fees made, will be refunded if the event is cancelled by the Church, unless this results from any act or omission of the Hirer that entitles The Church to terminate the hire agreement.
- 4. If the Church supplies additional requested services, facilities or equipment, not specified within the booking form, or if the Hirer arrives sooner than any start time or vacates later than any finish time previously agreed upon with the church, the Hirer will pay for these at the prevailing standard rates applicable prior to the start date, or if applicable within 7 days after the booking or use of equipment, whether an invoice has been raised.
- 5. All payments due from the Hirer under the booking agreement are to be made by 14 days prior to the event. Failure to comply with this will result in the event being cancelled and the booking deposit forfeited. Without prejudice to this, and to any other remedy which the Church may have, the Hirer shall pay simple interest on any sums not paid when due at the rate of 8% interest over the base rate applicable. from the due date agreed upon until payment has been received.
- 6. The Hirer agrees to comply with attached terms and conditions for the hire and from time to time and with all directions which the Church or an officer of any public or statutory authority may give in relation to the Hirer's management of the Event or the preparations for it.
- 7. ETC shall not be liable to the Hirer in any way if the event cannot take place or is interrupted for any reason beyond its reasonable control nor, in any circumstances, for the failure before or during the event of any plant, systems or equipment installed in or belonging to the Church or Hirer, or any force majeure that occurs which impacts the ability to deliver the events.
- 8. The Hirer shall indemnify the Church fully from and against all losses, damages, expenses, costs, claims and demands which the Church may incur or for which it may become liable as a result of anything completed or omitted to be done by the Hirer, its officers, staff, contractors, members, customers, guests and/or invitees.



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- 9. The Hirer shall not under any circumstance engage in or allow fly posting for the Event unless specific written consent has been obtained from the Church. Breach of this condition will result in forfeit of your deposit.
- 10. An Invoice will be provided to the Hirer outlining aspects of the booking agreement, rates, deposit required and payment dates.

# **Terms & Conditions of Hire**

# **Management of the Event**

- 1. The Hirer must ensure that neither the Hirer nor any person attending their Event obstructs, impedes or causes a nuisance, disturbance or annoyance to any other people using other parts of the building concurrently with the Hirer or to residents around the church facilities.
- 2. The facilities hired may be used only for the purpose specified in the Agreement. If used by the Hirer or anyone else for any other purpose, the Agreement will be terminated forthwith and the Event and any other use will be brought to an end immediately.
- 3. The Hirer is responsible for compliance with all Health & Safety, Food Hygiene, Fire Safety, PAT certificate, Insurance, Children and Young Persons Act 2008 and Safeguarding regulations applicable and necessary to ensure a safe event is managed and maintained.
- 4. 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, which will be made available to the hirer upon request.
- 5. The Hirer is responsible for acquainting itself with the Evacuation Procedure and ensuring, in case of a fire, that the area of the building hired is evacuated in a safe and orderly manner.
- 6. The Hirer must ensure that all emergency exits remain unlocked and unobstructed throughout the period of hire.
- 7. The Hirer must supervise the use of the premises covered by the hire agreement during the times of hire. This includes ensuring compliance with the building's policies (including its no- smoking, no Alcohol and no illegal substance use). The Hirer shall provide sufficient stewards/helpers (who must be identifiable as such) for the Event as is deemed necessary to ensure compliance with the Hirer's obligations under the booking Agreement.
- 8. The Hirer must not permit any person who has been excluded from the building to attend the Event.

## Insurance

## **Public Liability Insurance**

- 9. You are requested to ensure your event is covered by Insurance applicable for the hire period and a copy provided to the Church.
- 10. Any property brought upon the premises by the Hirer or any attendees at the Event is entirely at the Hirer's own risk. The Church has no insurance cover for third party property in the event of loss and/or damage.

# Portable Appliance Testing – PAT

11. If the Hirer wishes to use its own electrical equipment, this equipment must comply with current electrical safety standards and an up-to-date PAT Certificate must be supplied prior to the start of the event.

### **Access**

## **Key Holder**

- 12. Where a Church Key Holder is not present during the whole event and Keys/access have been arranged with the Hirer, any loss of keys will result in a charge of £50 per key.
- 13. The Hirer shall comply with Elim Gospel Alliance beliefs and shall not in any way support something that offends or contradicts these beliefs.
- 11. The Hirer shall not in any way state or imply that the Church is associated with or supportive of the Hirer and or event without the prior written permission of the Church.
- 12. 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.
- 13. The Hirer shall comply with all statutes regulations and bye-laws applicable to the event



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and shall not permit anything which could become a public nuisance or cause nuisance, annoyance or damage to any person or property.

#### **Licenses**

- 14. Alcoholic drinks are **not** permitted.
- 15. 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.
- 16. No collection, game of chance, sweepstake, gambling or lottery shall take place on the premises.
- 17. The Church hold PPL and PRS Licenses, but it is the Hirer's responsibility to ensure up-to-date licences are held and supplied to the Church.

#### General

The Hirer shall not:

- 18. Allow Alcohol to be brought onto the premises.
- 19. Allow Smoking/Vaping to take place in or on the Church premises including the grounds of the church.
- 20. Allow open fires to be lit.
- 21. Deface any part of the building.
- 22. Drive any nail, screw, hook fitment or other fixing means to the fabric of the internal and external structure of the Church building.
- 23. Adjust or interfere with the heating, cooling, lighting or power supply facilities at the venue without prior written consent from the Church.
- 24. Bring any furniture, equipment, animal, live flame or any unsuitable object onto the premises.
- 25. Allow Hazardous substance onto the premises.
- 26. 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.
- 27. Not allow anyone under the age of 18 years to be left in charge.
- 28. Allow Children to be left unattended.
- 29. Where children are invited to attend and Adult supervision is required, it is the Hirer's responsibility to ensure suitably qualified person/s are present at all times and hold the appropriate and valid DBS or Advanced DBS check, a copy of which should be supplied to the Church.

# Other

- 30. The Hirer shall ensure a fully qualified First Aider is in attendance at all times and be aware of the positions of where the First Aid and Accident Book are kept.
- 31. The Hirer must take reasonable care of the premises and property and pay for any damage.
- 32. The Hirer must ensure that all attendees at the Event are invited to attend and control exercised over unruly or unacceptable behaviour.
- 33. The Hirer must pay for any additional cleaning or breakages sustained during the event.
- 34. Nothing in this Agreement gives any rights to or confers any benefits upon any person who is not a party to it.
- 35. The Church reserves the right to cancel any letting for non-compliance with these terms and/or to take whatever steps it sees fit to ensure the proper management of the Event if the Hirer fails or refuses to do so.
- 36. Either party may terminate this agreement with 30 days written notice. In the event that 30 days written notice is not provided the Church retains the right to seek financial compensation for any shortfall in the notice period equal to and not exceeding the agreed rate of lost income.

The Hirer will comply with all Fire Safety instructions issued and run through of evacuation of the premises.