

The **Methodist** Church 

Weybridge Methodist Church and Community Centre

c/o Heath and Mayfield Road
Weybridge
Surrey
KT13 8TB

Letting Agreement: Long Term Lets

(Including Terms and Conditions)

Contract entered into and between

Weybridge Methodist Church

and

[Let Name]

Agreement n^o: [xxxx]

Version: 2012 v1
Owner: Property Committee
Document: WMC Long Term Letting Agreement 2012 v1

Thank you for using the facilities at Weybridge Methodist Church, we hope your event is a success and that you find the venue comfortable and appropriate to your needs.

Please help us by noting the following requests and leaving all of the facilities as you found them. We have many users of the premises and non compliance will have a knock on effect to other users and can be disruptive.

Church Premises Conditions of Letting

(If the Hirer is in any doubt as to the meaning of any the following, the Lettings Co-ordinator should be consulted)

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

1. General conditions and pointers

- The light switches for the main hall are behind the stage next to the steps.
- The cleaning equipment can be found in the first cupboard on the left nearest the glass entrance doors.
- Please ensure all lights are off as you leave and windows closed.
- Please ensure that the floors are left clean and dry.
- No food or drinks are allowed in the main hall.
- Please take ALL rubbish with you; unfortunately we do not have a commercial collection so it is each user's responsibility to take their own rubbish away.
- The heating is on a timer and will be set to come on at the appropriate times.
- If you notice anything that is unsatisfactory, either note it on the cleaners log on the notice board or contact our letting Co-coordinator as shown below.

2. Supervision

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

3. Use of 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 onto the premises anything that may endanger the premises, or render invalid any insurance policies in respect thereof.

4. Parking

The Hirer does not have exclusive use of the parking area. The parking area is to be vacated at the end of the hire period. The Hirer shall ensure that the entrances to the buildings and the access to the parking is kept clear at all times. Visible parking restrictions and instructions must be followed. 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 on the high street. Please respect our neighbours and adhere to parking regulations as set out in the Highway Code.

5. Alcohol

No alcohol or other intoxicating substance shall be supplied, sold or used on the premises.

6. No Smoking

Smoking is not permitted anywhere on the premises except the designated area outside of the rear fire exit.

7. Public Safety

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates Court or otherwise.

8. Health & Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

9. Indemnity

The Hirer shall indemnify Weybridge Methodist Church for 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 insurance, the Hirer shall still 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 arrangements to insure against any third party claims which may lie against the Hirer whilst using the premises.

Weybridge Methodist Church is insured against claims arising out of its own negligence.

If the Hirer is not associated with Weybridge Methodist Church and makes a regular booking for use of the premises, the Hirer may, for an additional fee, arrange for indemnity cover to be provided by the Weybridge Methodist Church insurance policy. *(Please contact the Lettings Co-ordinator for details).*

10. Accidents, Damage and Dangerous Circumstances

The Hirer must report all accidents involving injury to the public to the Lettings Co-ordinator as soon as possible. Weybridge Methodist Church has an obligation to their insurers to report any potential claim for liability as soon as possible. This will not be considered an admission of liability. Weybridge Methodist Church's insurers will deal with all claims for liability, and involve the third party's insurers as necessary.

Any damage or loss caused or discovered must be reported to the Lettings Co-ordinator as soon as possible. The use of drawing pins, adhesive tape or "Blue Tack", or other such fixing materials, on the walls is not allowed.

Any failure of equipment either that belonging to Weybridge Methodist Church or brought on to the premises by the Hirer must also be reported as soon as possible.

11. Animals

The Hirer shall ensure that no animals (including birds), except guide dogs, service dogs, or assistant dogs, are brought onto the premises, other than for an event agreed by the Lettings Co-ordinator. No animals whatsoever are allowed in the kitchen at any time.

12. Compliance with The Children Act

Any group or individual hiring the hall on a regular basis for children's activities (child – is defined as anyone under the age of 18) must confirm in writing that appropriate checks have been undertaken on the leaders of the group (currently CRB checks) and the Hirer shall ensure that any such activities for children under eight years of age comply with the provisions of the Children Act of 1999 and that only fit and proper persons have access to the children.

13. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any 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.

14. Sale of Goods

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

15. Cancellation

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

- (i) the Church Hall being required for use as a Polling Station for a Parliamentary or Local Government election or by-election; or
- (ii) any part of the premises being required for use by the Church.

Weybridge Methodist Church endeavours to give as much notice to the Hirer as possible.

16. 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.

17. Review and Withdrawal of the Agreement

The Agreement will be reviewed annually in direct consultation with the Hirer. A rate review will form part of such a review. Weybridge Methodist Church may withdraw this agreement at any time upon giving seven days notice to the Hirer.

18. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition properly locked and secure and with all lights and other electrical appliances switched off, unless directed otherwise by the Lettings Co-ordinator. Any contents temporarily removed from their usual positions shall be properly replaced.

19. Refuse

The Hirer shall be responsible for the removal away from the premises all refuse created by the Hirer during the period of use.

20. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure from the premises.

21. Audio Visual Equipment

The hirer must specify the period of use required of the Audio Visual System. This may or may not be less than the period of hire of the premises.

During the period of hire of the Audio Visual system, a suitably trained member of Weybridge Methodist Church must be present. If it is necessary to connect any of the hirer's own equipment to the Audio Visual system (such as a musical instrument or computer), this is at the discretion of the suitably trained member of Weybridge Methodist Church present at the time.

The copyright of any material broadcast (both audio and visual) remains the responsibility of the hirer, and the hirer should ensure that all appropriate licenses have been obtained. Any repercussions after the event regarding copyright are entirely the responsibility of the hirer.

Insurance:

- All fixed equipment is covered by Weybridge Methodist Church insurance
- All portable equipment is the hirer's responsibility
- Definitions: fixed is the hardware to the point that the cables plug into the sockets; portable is, for example, the microphones, antenna, cables and plugs, microphone stands and music stands.

22. Payments

Cheques must be made payable to "Weybridge Methodist Church"

22. Signatures

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

Start date of agreement: _____ Applied hire rate: _____

To: *Weybridge Methodist Church*

I/We:

have read, understand and agree to the Conditions of Letting

Signed:

Name (in block capitals):

Date:

Period of hire:

For, and on behalf of Weybridge Methodist Church

Letting Co-ordinator:

Signed:

Property Committee Member:

Signed:
