**MODEL HIRING AGREEMENT**

**Hiring Agreement for** …………………………………………………........................................................................ **Church Hall/Centre**

THIS AGREEMENT is made on ………….......... day of …………………………………………................................. 20...............

BETWEEN THE PAROCHIAL CHURCH COUNCIL (PCC) OF

………………………………………........................................................................................................................................................

and the person(s) or body named below (“the Hirer”) whereby in consideration of the sum(s) mentioned in

paragraph 4 below:-

1. **The PCC agree to permit the Hirer to use the premises or part(s) of the premises designated in paragraph 3 for the purposes and period(s) and at the hiring fee specified below:-**
2. Purpose of Hiring..............................................................................................................................................................

.........................................................................................................................................................................................

1. Period of Hiring

Date(s) ………………………………………………………………………………...................................................................

Hours from ……………………………………………………….. to ……………………...............................................................

1. Description of rooms and facilities to be hired:

…………………………………………………………………………………………............................................................................................

1. Hiring Fee £………………………………

Less deposit received £……………………………….

Balance £………………………………

payable on or before …………………………………………………………………...................................................................

1. PCC’s authorised representative: …………………………………………………………........................................................................

Address ………………………………………………………………………………………………………………………………….

…………………………………………............................................................................................

Telephone number …………………………............................................................................................................

1. **THE HIRER agrees to observe and perform the provisions and stipulations contained or referred to in the PCC’s Conditions of Hire for the time being in force and as annexed hereto and in such rules (if any) governing the use of the premises (“the Rules”) and as the PCC may for the time being impose and of which the Hirer has been notified.**
2. Hirer ……………………………………………………………………………........................................................

Organisation (if applicable) …………………………………………………………………...................................................................

Address ………………………………………………………………………………………………………………………………….

…………………………………………...........................................................................................

Telephone number …………………………............................................................................................................

***Standard Conditions of Hire***

1. THE HIRER shall pay as a deposit at least one third of the cost of the booking. Such deposit shall only be refundable to the Hirer in the event of the PCC cancelling the booking. The PCC reserves the right to cancel the booking if exceptional unforeseen circumstances arise.
2. THE HIRER shall pay the balance of fees due before the conclusion of the booking, as may be directed by the PCC. If the Hirer wishes to cancel the booking and the PCC is unable to arrange a replacement booking, the PCC may at its absolute discretion refund the fees (less the deposit) but shall be under no obligation to do so. In the event of the PCC cancelling the booking all fees (including the deposit) paid by the Hirer shall be refunded.
3. THE HIRER shall ensure that the Rules (if any) governing the use of the premises are complied with.
4. THE HIRER shall during the period of hiring, be responsible for supervision and security of the premises, protection of the fabric and contents from damage, and the behaviour of all persons using the premises, including proper supervision of car parking arrangements (if any) so as to avoid obstruction of the highway.
5. THE HIRER shall be responsible for obtaining any local authority or other licences necessary in connection with the booking, other than those (if any) already held by the PCC.
6. THE HIRER shall be responsible for making adequate arrangements to insure against any third party claims which may lay against the Hirer or his/her organisation whilst using the premises.
7. THE HIRER shall be responsible for the observance of all regulations affecting the premises imposed by the Licensing Justices, the Fire Authority and the Local Authority or otherwise.
8. THE HIRER shall not sub-let or use the premises for any unlawful purpose or in any unlawful way or do anything or bring onto the premises anything which may endanger the premises, their users, or any insurance policies relating thereto.
9. THE HIRER shall indemnify the PCC in respect of the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the building during, or as a result of, a booking and in respect of any liability to third parties or otherwise arising out of the use of the premises pursuant to the booking.
10. THE HIRER shall, if selling goods on the premises, comply with all relevant fair trading laws and any local code of practice issued in connection with such sales.
11. THE HIRER acknowledges that no tenancy is intended to be created between the PCC and the Hirer and no relationship of landlord and tenant exists between them.
12. THE HIRER is reminded that they are responsible for any accident or injury arising out of the activity for which they have hired the premises. It is the responsibility of the hirer to ensure that the premises are safe for the purpose for which they intend to use them. THE HIRER must, in the event of an accident, complete the accident book located in:

.........................................................................................................................................................................................providing the information requested in part C.

1. THE HIRER shall abide by the PCC Safeguarding Policy, signing the statement provided at the end of this agreement to acknowledge that this has been seen and that all concerns relating to abuse of vulnerable groups will be reported to the relevant statutory authority.

AS WITNESS the hands of the parties hereto

SIGNED by the person named in paragraph 5 of the hiring agreement, on behalf of the PCC.

…………………………………………………………………………………………………………….. Date……………………………………………………..

SIGNED by the person named in paragraph 6 of the hiring agreement, on behalf of the Hirer.

…………………………………………………………………………………………………………….. Date……………………………………………………..

**PART C**

THE HIRER(S) of the ………………………………………………………………………………………………………………………………………………..

(church / hall)

Is / are required to complete details of any accident or incident occurring during their occupation of the premises which did or could give rise to injury as soon as possible after the accident or incident but in any case before the premises are vacated by the hirer(s) after the event.

**Person injured**:

Name ………………………………………………………………………………………………………………………………………………..

Address ………………………………………………………………………………………………………………………………………………..

…………………………………………………………………………………………………………………………………………….....

Telephone …………………………………………………………………………………………………………........................................

Time of incident ………………………………………………………………………………………………………………………………………………..

Place incident occurred ………………………………………………………………………………………………………………………………………………..

Detailed description of accident / incident (including a description of any apparatus or equipment involved) *continue overleaf if necessary*

………………………………………………………………………………………………………………………………………………………………………………………….

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……………………………………………………………………………………………………………………………………………………………………………………......

**Witnesses**:

Name: ………………………………………………………………………………………………………………………………………………………………

Address: ……………………………………………………………………………………………………………………………………………………………..

Telephone: ………………………………………………………………………………………………………………………………………………………………

Name: ………………………………………………………………………………………………………………………………………………………………

Address: ……………………………………………………………………………………………………………………………………………………………..

Telephone: ………………………………………………………………………………………………………………………………………………………………

(Signed witness statements should be obtained wherever possible)

**The Parish of [NAME OF CHURCH]**

**SAFEGUARDING POLICY STATEMENT [YEAR]**

The following policy was agreed at the Parochial Church Council (PCC) meeting held on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In accordance with the **House of Bishops’ Policy Statements ‘*Promoting a Safer Church’* (2017)** and **‘*Protecting All God’s Children’* (2010)** and the **Diocesan Safeguarding Policy ‘*Promoting a Safer Diocese’* (2018)** our church is committed to:

* Promoting a safer environment and culture.
* Safely recruiting and supporting all those with any responsibility related to children, young people and vulnerable adults within the church.
* Responding promptly to every safeguarding concern or allegation.
* Caring pastorally for victims/survivors of abuse and other affected persons.
* Caring pastorally for those who are the subject of concerns or allegations of abuse and other affected persons.
* Responding to those that may pose a present risk to others.

The Parish will:

* Create a safe and caring place for all.
* Have a named Church Safeguarding Officer (CSO) to work with the incumbent and the PCC to implement policy and procedures.
* Safely recruit, train and support all those with any responsibility for children, young people and adults to have the confidence and skills to recognise and respond to abuse.
* Ensure that there is appropriate insurance cover for all activities involving children and adults undertaken in the name of the parish.
* Display in church premises and on the Parish website the details of who to contact if there are safeguarding concerns or support needs.
* Listen to and take seriously all those who disclose abuse.
* Take steps to protect children and adults when a safeguarding concern of any kind arises, following House of Bishops guidance, including notifying the Diocesan Safeguarding Adviser (DSA) and statutory agencies immediately.
* Offer support to victims/survivors of abuse regardless of the type of abuse, when or where it occurred.
* Care for and monitor any member of the church community who may pose a risk to children and adults whilst maintaining appropriate confidentiality and the safety of all parties.
* Ensure that health and safety policy, procedures and risk assessments are in place and that these are reviewed annually.
* Review the implementation of the Safeguarding Policy, Procedures and Practices at least annually.

Each person who works within this church community will agree to abide by this policy and the guidelines established by this church.

Incumbent:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Churchwardens:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**I/we agree that we will abide by the ethos of this statement and that all concerns relating to abuse of vulnerable groups will be reported to the relevant statutory authority.**

Hall Hirer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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