



## Cirencester Ashcroft Church & Centre Booking Agreement

**Dated:**

**Parties**

- (1) The managing trustees named in clause 1.1 below (**Managing Trustees**)
- (2) The person(s) or organisation named in clause 1.2 below (**Hirer**)

**AGREE AS FOLLOWS:**

1. In consideration of the Hire Fee described in clause 1.3 below and subject to the Hirer's obligations under clauses 2 and 4, the Managing Trustees permit the Hirer to use the Premises described in clause 1.4 below for the purposes of the Event described in clause 1.5 below for the Hire Period described in clause 1.6 below.

1.1. The **Managing Trustees** are:

**Ros Burnip and Jane Bennett**

for themselves and others the members (or such of the members as have attained full age) of the Trustees of Cirencester Ashcroft Church

care of Cirencester Ashcroft Church, Ashcroft Road , Cirencester , Gloucestershire GL7 1RA

which expression shall include their successors from time to time ascertained in accordance with the provisions of Part II Schedule 2 to the Methodist Church Act 1976.

Telephone Number: 01285 640292

Email address: bookings@ashcroftchurch.org.uk

1.2. The **Hirer** is:

***EITHER***

a) \_\_\_\_\_ (*full name of person(s) hiring the Premises*)

Address \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Invoicing Email (if different): \_\_\_\_\_

***OR***

b) \_\_\_\_\_ (*name of organisation*)

acting by \_\_\_\_\_ (*representative of organization hiring*

*Premises duly authorised to sign this agreement*)

of \_\_\_\_\_ (*contact address*)

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Invoicing Email (if different): \_\_\_\_\_

1.3. The **Hire Fee** is: £                      per hour  
£                      in total

1.4. The **Premises** are: \_\_\_\_\_  
*(description of room(s) to be hired)*

1.5. The times of hire (**Hire Period**) are:

**EITHER**

a) Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_ Date: \_\_\_\_\_

Start time \_\_\_\_\_ am/pm \*. Finish time \_\_\_\_\_ am/pm \*

*Please include sufficient time for preparation and clearing up) \**

**OR**

b) The times of hire (**Hire Period**) are set out in the table below starting on *date*: \_\_\_\_\_ *and ending on date*: \_\_\_\_\_.

Day	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
Start *							
Finish *							
Frequency: i.e. Weekly / Monthly / Other (please specify)							
Any other details	Please include information such as term time only, or provide any dates during this period that your group is not running.						

*Please include sufficient time for preparation and clearing up) \**

**OR**

c) The times of hire (**Hire Period**) shall be on such days and at such times as are requested by the Hirer and agreed by the Booking Secretary on behalf of the Managing Trustees who for this purpose must be contacted by email at [bookings@ashcroftchurch.org.uk](mailto:bookings@ashcroftchurch.org.uk) or in writing addressed to the Booking Secretary, Cirencester Ashcroft Church & Centre, Ashcroft Road, Cirencester GL7 1RA.

2. The Hirer agrees to observe and perform the conditions provisions and stipulations contained or referred to in the Standard Conditions of Hire and any Special Conditions of Hire set out in Schedules 1 and 2.
3. The Hirer and the Managing Trustees agree and declare that the terms defined in clause 1.1 to 1.6 above have the meanings defined therein when used in the Standard Conditions of Hire and any Special

Conditions of Hire. The following terms used in the Standard Conditions of Hire have the meanings set out below:

- (a) **Agreement:** this agreement, the Standard Conditions of Hire and any Special Conditions of Hire.
- (b) **Building:** the land and building of which the Premises form part including any Facilities
- (c) **Facilities:** the following facilities in or upon the Building that can be used by the Hirer during the Hire Period:

	<i>Facilities available for use will be ticked</i>
Downstairs toilets	
Upstairs toilets	
Downstairs kitchen (exclusive use)	
Downstairs kitchen shared use (for serving light refreshments)	
Upstairs kitchen	
other	audio visual equipment wi-fi Stairlift (to be operated only by those trained its use)

3.2. **Privacy Notice:** the notice containing the privacy information required under data protection legislation about how the Managing Trustees use any personal information acquired or used in relation to the Hirer’s use of the Premises and the Event and is available online ([www.t MCP.org.uk/about/data-protection/managing-trustees-privacy-notice](http://www.t MCP.org.uk/about/data-protection/managing-trustees-privacy-notice)), at the Building or via the Managing Trustees direct.

3.3. **Safeguarding Policy:** the safeguarding policy of Cirencester Ashcroft Church. A copy of the policy is available on the church website The Hirer agrees with the Managing Trustees to be present (or to procure that its authorised representative is present in the case of an organisation) during the Hire Period to supervise the Event and to ensure full compliance with the terms of this agreement.

SIGNED by: \_\_\_\_\_  
(Managing Trustee)

SIGNED by: \_\_\_\_\_  
(Managing Trustee)

SIGNED by: \_\_\_\_\_  
(Hirer)

SIGNED by: \_\_\_\_\_  
(Hirer)

## Schedule 1

### Standard Conditions of Hire

#### 1. PAYMENT OF THE HIRE FEE

- 1.1. The Hirer shall pay to the Managing Trustees the Hire Fee, payable without any deduction within seven days of the date of the invoice.

#### 2. REPAIR, CONDITION, DAMAGE AND LEAVING THE PREMISES

- 2.1. The Hirer shall:

- (a) leave the Premises clean, tidy and clear of rubbish at the end of the Hire Period;
- (b) not cause or permit to be caused any damage to:
  - (i) the Premises, Building or any neighbouring property; or
  - (ii) any property of the owners or occupiers of the Premises, Building or any neighbouring property including but not limited to the fixtures and furnishings from time to time; and shall
- (c) not obstruct any other areas of the Building, make them dirty or untidy or leave any rubbish on them.

#### 3. USE OF THE PREMISES

- 3.1. The Hirer shall not use the Premises other than for the purposes of the Event.
- 3.2. The Hirer shall not allow betting or gambling in any form nor use the Premises for the supply, sale, or consumption of alcoholic beverages nor for any religious purposes nor for any other purposes contrary to the Standing Orders of the Methodist Conference.
- 3.3. The Hirer shall not do or permit to be done on the Premises anything to injure the reputation of the Premises or which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Managing Trustees or to any other tenants or occupiers of the Building or any owner or occupier of neighbouring property.
- 3.4. The Hirer shall not allow any animals (including birds) into the Building (except guide dogs, hearing dogs or recognised assistance dogs) without the written approval of the Managing Trustees.

#### 4. ALTERATIONS

- 4.1. The Hirer shall not make any alteration or addition whatsoever to the Premises.
- 4.2. The Hirer shall not display fix or attach to the Premises in any way (or elsewhere in the Building) any decoration, advertisement, flag, banner, placard, poster, sign, notice or other article without the prior written approval of the Managing Trustees.
- 4.3. Unless the Managing Trustees ask for it to be left in place, any article(s) approved by the Managing Trustees under condition 4.2 must be removed by the Hirer at the end of the Hire Period and any damage caused by such removal must be made good to the satisfaction of the Managing Trustees.

## **5. COMPLIANCE WITH RULES AND REGULATIONS**

- 5.1. The Hirer shall not do anything that will or might constitute a breach of any planning permissions or other consents, licences, permissions, certificates, authorisations or approvals whether of a public or private nature affecting the Premises.
- 5.2. The Hirer shall comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Premises.
- 5.3. The Hirer shall observe any rules and regulations the Managing Trustees make and notify to the Hirer regarding the Hirer's use of the Premises and any Facilities or other parts of the Building pursuant to the Agreement.

## **6. PUBLIC SAFETY**

- 6.1. The Hirer shall comply with all conditions and regulations made in respect of the Premises by any regulatory bodies including but not limited to the Fire Authority, Local Authority or the Licensing Authority.
- 6.2. The Hirer acknowledges that they have been notified of the following matters by the Managing Trustees or received or been shown appropriate notices or instructions on or in relation to:
  - (a) the action to be taken in event of fire including the need to call the Fire Brigade and how to evacuate the Premises;
  - (b) the location and use of fire equipment; and
  - (c) the escape routes from the Premises and the need to keep them clear.
- 6.3. The Hirer shall:
  - (a) keep all means of exit from the Premises free from obstruction and immediately available for exit in the case of emergency;
  - (b) ensure that the Fire Brigade are called to any outbreak of fire, however minor;
  - (c) inform the Managing Trustees of any outbreak of fire, however minor, as soon as possible;
  - (d) observe all relevant food health and hygiene legislation and regulations in relation to the preparation and serving of any food;
  - (e) comply with the provisions of any relevant health and safety policies and ensure that those using the Premises are aware of such policies;
  - (f) ensure that any electrical appliances brought onto the Premises by the Hirer are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989;
  - (g) report all accidents involving injury to the public to one of the Managing Trustees as soon as possible and complete the appropriate accident book;
  - (h) not bring any highly flammable substances onto the Premises;
  - (i) not put up any decorations near light fittings or heaters; and shall
  - (j) not bring onto the Premises (or use) any heating appliances without the consent of the Managing Trustees.

## **7. INSURANCE AND INDEMNITY**

- 7.1. The Hirer shall not do anything that will or might invalidate in whole or in part any insurance effected by the Managing Trustees in respect of the Building.
- 7.2. The Hirer shall indemnify the Managing Trustees and keep the Managing Trustees indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
- (i) the use of the Premises by the Hirer;
  - (ii) any breach of the Agreement; and/or
  - (iii) the cost of repairs to any damage done to any part of the Premises or Building.
- 7.3. Unless the Managing Trustees otherwise agree, the Hirer shall take out adequate insurance in respect of the liability of the Hirer under condition 7.2 and at the request of the Managing Trustees shall produce to the Managing Trustees evidence of such policy and of the payment of the premiums for it.

## **8. SAFEGUARDING**

The Hirer confirms that the Hirer has read the Safeguarding Policy, has an understanding of it, and undertakes to follow it or comparable equivalent guidelines and procedures (such as the national safeguarding policy of The Scout Association or GirlGuiding UK) for the safeguarding of children, young people and vulnerable adults at the Building.

## **9. LICENCES**

If any licences are required in respect of any activity to be carried out at the Premises in relation to the use of the Premises by the Hirer, the Hirer shall ensure that they hold the relevant licence unless a relevant licence is already held by the Managing Trustees.

## **10. NO RIGHTS**

10.1. The Hirer acknowledges that:

- (a) the Agreement confers permission to use the Premises only and creates no relationship of landlord and tenant between the Managing Trustees and the Hirer or any other rights of occupation;
- (b) the Managing Trustees retain control, possession and management of the Premises and the Hirer has no right to exclude the Managing Trustees from the Premises.

## **11. CANCELLATION**

- 11.1. The Managing Trustees shall be entitled at any time on giving not less than 7 days' written notice to the Hirer to cancel the hiring of the Premises if the Managing Trustees reasonably believe that:
- (a) the hire would be in breach of the Constitutional Practice and Discipline of the Methodist Church and/or contrary to the doctrinal standards of the Methodist Church;
  - (b) any unlawful or inappropriate activities would take place on the Premises as a result of the hire; or
  - (c) the Premises have become unfit for use by the Hirer.
- 11.2. In the event of cancellation by the Managing Trustees under condition 11.1, the Hirer shall be entitled to a refund of any Hire Fee already paid for the cancelled booking. The Managing Trustees shall not be liable to the Hirer for any direct or indirect loss or damages whatsoever.

11.3. If the Hirer wishes to cancel the booking before the start of the Hire Period the Hirer shall give as much notice as possible and not less than 7 days notice by email to [\\_bookings@ashcroftchurch.org.uk](mailto:_bookings@ashcroftchurch.org.uk) or in writing addressed to the Booking Secretary, Cirencester Ashcroft Church, Ashcroft Road, Cirencester G17 1RA

11.4. If the Hirer cancels the booking within 7 days of the date of the Event the Hire Fee shall be paid without any deduction.

## **12. END OF HIRE**

12.1. At the end of the Hire Period the Hirer shall ensure that:

- (a) the Premises are left in a clean and tidy condition;
- (b) the Premises and all windows are properly locked and secured;
- (c) all keys are left in such place or with such person as shall be specified by the Managing Trustees;
- (d) any items moved from their usual position during the Period of Hire shall be repositioned in their original places to the reasonable satisfaction of the Managing Trustees;
- (e) the lights at the Premises, and the rest of the Building if appropriate, are turned off;
- (f) any heating at the Premises is turned off unless otherwise directed by the Managing Trustees
- (g) all equipment goods and/or other property belonging to the Hirer is removed from the Premises and/or the Building.

12.2. Any equipment goods and/or other property belonging to the Hirer and left at the Premises and/or Building at the end of the Hire Period is at the sole risk of the Hirer. If any such items are not removed within 7 days of the end of the Hire Period the Managing Trustees shall be at liberty to dispose of any such items and any costs of disposal will be borne by the Hirer. The Managing Trustees will not owe the Hirer any responsibility for the Hirer's property, any damage to such property or the proceeds arising from any sale.

## **13. LIMITATION OF MANAGING TRUSTEES' LIABILITY**

13.1. Subject to clause 13.2, the Managing Trustees are not liable for:

- (a) the death of, or injury to the Hirer, its employees, customers or invitees to the Premises; or
- (b) damage to any property of the Hirer or that of the Hirer's employees, customers or other invitees to the Premises; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred due to the use of the Premises by the Hirer or the Hirer's employees, customers or other invitees.

13.2. Nothing in clause 13.1 shall limit or exclude the Managing Trustees' liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Managing Trustees or their employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Managing Trustees to exclude or restrict liability.

## **14. DATA PROTECTION**

14.1. The Managing Trustees care about the Hirer's privacy and the Hirer's trust is important to the Church. The Privacy Notice available online ([www.tmcp.org.uk/about/data-protection/managing-trustees-privacy-notice](http://www.tmcp.org.uk/about/data-protection/managing-trustees-privacy-notice)) and displayed at the Building explains how the Managing Trustees collect, use and protect the Hirer's

personal information. It also provides information about individuals' rights (paragraph 9 of the Privacy Notice) and who to contact if individuals have any questions about how Managing Trustees use their information (paragraph 1 of the Privacy Notice). The Managing Trustees will provide the Hirer with a PDF or hardcopy of the Privacy Notice on request and will try to deal with any questions that the Hirer may have about the Privacy Notice including any accessibility issues.

## **15. THIRD PARTY RIGHTS**

15.1. A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

## **16. GOVERNING LAW**

16.1. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

## **17. JURISDICTION**

17.1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).



## Schedule 2

### Special Conditions of Hire

1. The Hirer will comply with the requirements the latest edition of the "Information for Users" form displayed on notice boards in the Building. The current edition of the form is set out below.

#### IMPORTANT INFORMATION FOR USERS OF THE ASHCROFT CENTRE

##### Access and Setup of rooms

Ashcroft Centre is **not** a permanently staffed building therefore it is possible you may be the only group using the building during your time slot. Please ensure your nominated key holder brings a key (and knows the code for the keypad lock on the front door) and arrives in time to open up for your group.

Chairs can be laid out or rearranged in any of the rooms. If you require additional chairs for your group, beyond those available in the room you have booked, please contact the Booking Secretary for permission to move them into your room.

Extra tables are in the storeroom in the downstairs foyer.

##### After Use

Please leave all rooms you have hired **clear, clean and tidy**. If you require a vacuum cleaner, brush or dustpan these can be found in the ground floor disabled toilet cupboard or on the first floor hallway.

Please switch off all lights and fans for the rooms you have hired.

Chairs should be returned to their original location and stacked no more than five high. Any tables used from the storeroom should be returned after use. This does not apply to the chairs in the church itself (see below).

If you are the last group to leave (the bookings sheet for the week is on the board near the front door), check the whole building to make sure no-one gets locked in, then drop the latch and lock the front door.

There is an automatic night-time security light in the foyer.

**Should you discover that a previous group has left an area untidy or not replaced/ returned furniture please make note of this in the property book in the foyer.**

##### Church Hirers

You are welcome to use the raised area but worship furniture should only be moved after obtaining consent from the Booking Secretary or Treasurer and must be returned and reconnected after your event.

If you wish to use the piano or organ please, again, seek the permission of the Booking Secretary or Treasurer.

Chairs should be returned to the position as indicated by the seating plan on the wall by the rear door through from the foyer.

##### Kitchen

Unless you have booked the kitchen area for exclusive use, please ensure you do not prevent other users from using the kitchen.

Please leave it clear, clean and tidy, wipe surfaces and remove all rubbish and recycling. Switch off the hot water boiler and the dishwasher, cookers, toasters and microwave.

##### Rubbish

Take away all bulky rubbish and all plastic, glass, cardboard and food waste. Other small items of rubbish may be placed in the litter bins.

##### Fire Safety

The hirer/ group leader must nominate a fire officer whenever they use the Ashcroft Centre. The fire officer must be familiar with the "Fire policy for groups using the Ashcroft Centre" displayed in the foyer and in each room. The fire alarm is automatically activated by smoke detectors.

Do not obstruct fire exits or prop open fire doors.

### **Security**

The front door has both a mortice lock and a keypad lock. At the start of your meeting drop the latch on the front door. There are doorbells for each of the rooms for late arrivals. This is for the security of your group when meeting.

### **Licensing**

Ashcroft Centre holds both a PRS for Music and PPL license. These permit users of our building to perform live music on church premises, covers music tuition to individuals or groups, allows playing of commercial music recordings and the running of discos, dances, karaoke and dance and keep-fit classes on our premises. If you do not hold your own PRS or PPL license and wish to use the Church and Centre license, please tell the Booking Secretary.

There is no TV license for the Ashcroft Centre.

### **General**

**Alcohol** must not be brought into the Ashcroft Centre.

**Games of chance** must not be played. Raffles are permitted provided that there are no cash prizes and no alcohol prizes, the total value of the prizes does not exceed £200 and tickets are only sold on the premises.

**Posters** for events taking place at the Centre can be fixed to the community notice boards on the 1<sup>st</sup> floor landing, Ashcroft Room, Upstairs Kitchenette and Wesley Room. If you would like a poster displayed on the ground floor Church notice boards please first seek permission from the Booking Secretary or Treasurer.

**Bicycles** must not be brought into the building; there is a cycle rack provided on the corner of Ashcroft Gardens.

**Internet access** is available. Access can be arranged by contacting the Bookings Secretary.

Issued: July 2019