

## STANDARD CONDITIONS FOR HIRE (Short Form)

1. **“The Premises”** means Dawlish Hope Centre, Swift Road, Dawlish, EX7 0FS.
2. **Acceptance of Conditions** - The use of the Premises is permitted only on the following conditions and completion of the Hiring Agreement shall constitute an acceptance of the conditions set out below.
3. **Use of Premises** -A hirer is welcome to hire the Hope Centre provided their purpose is compatible to our Christian ethos (our statement of faith is available on request). We reserve the right not to hire our premises to hirers whose purpose is to promote certain political, ideological or spiritual causes. The Hirer shall use the Premises only for the Purpose of Hiring and not for any unlawful purpose.
4. **Payment of Deposit, Hire Fees and Additional Charges** - The 25% refundable Deposit (or £25, whichever is greater), payable on signing the Hiring Agreement, is to be held against the cost of damage or replacement of fittings where damage is caused during the hiring. It will be returned in full after the event, unless damage occurs to the building, fixtures, fittings or equipment during the event. In this instance the deposit would be retained, in part or in full, to cover the cost of any reparatory works. It also will be refunded in full if the Charity cancels the booking. The Hirer shall pay the Hiring Fee and for any Additional Facilities in full at least 7 days before the Hiring unless a previous arrangement has been made. Failing receipt of any Hiring Fees, any provisional bookings shall be cancelled.
5. **Force Majeure** - The Charity shall not be liable for any loss or damage caused by any interruption in or failure to provide any part of the Premises or Additional Facilities where such failure is due to causes beyond the control of the Charity.
6. **Insurance Risks and Indemnity** - The Hirer shall in all respects comply with all conditions, which may be imposed by the Charity’s insurers in respect of any special or additional risks involved in the Hiring. The Hirer shall indemnify the Charity against all claims, demands, actions or proceedings, in respect of any damage to, or loss, theft or removal, of property in the Premises belonging to any person other than the Charity and any loss or damage suffered or sustained by any person in consequence of the death or injury of any person (other than someone working for the Charity while carrying out duties for the Charity) howsoever or by whomsoever caused, which shall occur whilst such property or such person is in or upon the Premises or arise from any accident or occurrence which shall occur while such person is in, or on, any part of the Premises during the Hiring Period pursuant to the Hiring Agreement or in any other way in connection with the Hiring. The Hirer must have, if required by the Charity, evidence of Third Party Public Liability Insurance to a minimum limit of Indemnity of £2 million and, where relevant, Employer’s Liability Insurance to a minimum limit of Indemnity of £5 million.  
The Hirer shall indemnify and keep indemnified the Charity from and against all actions, expenses, claims, damages and demands arising from, or in consequence of, the non observance or non performance of any of the Conditions For Hire by the Hirer or by any person being in the Premises, during the Hire Period or any act or omission by the Hirer or anyone acting for him.
7. **General Conditions** - The Hirer shall:
  - a. Not permit more than the maximum number of people, notified to him by the Charity, to be in any room at any time.
  - b. Leave the Premises in a clean and tidy condition, undamaged and free from rubbish and any items brought into the Premises and leave the Premises properly locked and secured, returning the keys to the Charity’s Representative, close all

opened windows and turn off all, electric heaters and lights, except for the emergency lighting.

**c.** Ensure that any electrical appliances brought into the premises to be used for the event shall be safe, in good working order, with a valid PAT test and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

**d.** Ensure that he is aware of the location and use of fire equipment in the Premises, the escape routes, methods of operating escape door fastenings, that all fire exits are unlocked and panic bolts in good working order, that all escape routes are free of obstruction and can be safely used and that any fire doors are not wedged open.

**e.** Be responsible for proper supervision, quiet and orderly conduct, protection of the Premises and contents from damage and that no nuisance is caused to other occupiers of the Premises or any adjoining premises, including the parking of vehicles on the estate.

**f.** Ensure no bolts, nails, tacks, screws, pins, hooks, strong adhesive or other such like objects are used in or on any part of the Premises and no decorations are put up near light fittings or heaters. Nothing is to be affixed to the walls, unless by prior arrangement from the Centre Manager and using only approved fixings. No decorations are to be put near lights.

**g.** not allow the consumption of drugs or any other illegal substances on the Premises.

**h.** be responsible for ensuring that there is no smoking or vaping within the building.

**i.** have a conversation with the Hope Centre Manager to discuss whether a moderate amount of alcohol will be allowed at your event. Any approval will be subject to a named responsible adult being on-site throughout. People under the age of 18 are not permitted to consume alcohol on site.

**j.** ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gambling, betting and lotteries, and the Premises shall not be used at all for the purpose of gambling, other than permitted activities related to charity fundraising that involve an element of chance (e.g. raffle, tombola or bingo), provided there are only moderate gift prizes and no cash prizes. No non-charitable gambling will be allowed under any circumstances.

**k.** Not trade or allow trading to take place from the Premises during the Hire Period, unless agreed in writing by the Charity.

**l.** Not permit posters, advertisements or notices to be displayed on the Premises without the consent of the Charity.

**m.** Not allow animals other than on-duty registered guide, assistance or therapy dogs on the premises, unless in exceptional circumstances which must be discussed with the Hope Centre Manager in advance.

**n.** Not sub-hire or assign to any third party the Premises.

**8. Hiring Agreement** - This Hiring Agreement constitutes permission only to use the Premises or part of the Premises. The Hirer acknowledges that no tenancy is intended to be created between the Charity and Hirer. The Charity may, by notice to the Hirer, change the location of the room or rooms within the Premises and having notified the Hirer of the change, the Hiring Agreement shall relate to the new location for all the purposes of this Agreement.

#### **9. Additional Costs** -

**a.** Hope Church, the charity, reserves the right to charge an additional fee for out of hours bookings. This is to facilitate an on-site caretaker to be present throughout

the event. This will be calculated at £15 per hour for the duration of the event where the booking takes place at a time other than 9am-5pm, Mon-Fri.

**b.** If the event is likely to have upwards of 50 attendees we reserve the right to charge £30 to allow for us to provide carpark attendants to oversee traffic management during the commencement of the event. There will be no parking on the residential roads nearby. If the car park is full alternative parking can be found in Sainsbury's car park.