



## Hire Policy & Agreement

### Booking Terms and Conditions

We are pleased that you have chosen to hold your event at City Gates Conference Centre and trust you will find everything in good order. We hope you will enjoy your use of our facilities. We require that you observe the following conditions which form the basis of the hire agreement between you as the Hirer and City Gates Church ("the Church").

The facilities which are the subject of this hire agreement are specified in the attached Agreement details and invoice. The hire does not include the right to any storage anywhere at the Conference Centre or the Church.

City Gates Conference Centre ("the Conference Centre") is fully owned and operated by City Gates Church ("the Church"). The Church is part of the wider group, Elim Foursquare Gospel Alliance.

### Objectives

The principal objectives of this Hire Policy are:

- To enable a building dedicated to God to be used for His glory
- To reach the wider community
- To use the "talents" we have been entrusted with to earn additional income to help fulfil the mission of the Church.

### Pre-conditions

In order to ensure we honour and comply with our doctrinal basis and beliefs, our Christian ethos and charitable objects (including those of the Elim Foursquare Gospel Alliance), we need to be aware of any intended use of the property that could be perceived as compromising these or promoting conduct/beliefs that are in conflict with them.

All prospective hirers must therefore make full disclosure (in advance and on an ongoing basis) of their intended use of the property and, in particular, any intended use where they are uncertain whether or not that use could be perceived as being inconsistent with the above.

By way of example, only, this policy:

- Would prevent the property being used for a political purpose or event or being hired in circumstances that could be seen as affiliating us with political parties, purposes or causes (other than one that advances our beliefs). This would include an all-party political hustings or a debate on a political issue.
- Would prevent the property being used for other social campaigns or causes or being hired in circumstances that could be seen as affiliating us with such causes (other than ones that advance our beliefs). This would include any that promote or condone divorce or otherwise conflict with our belief that marriage is exclusively between one man (biological male) and one woman (biological female) for life and the only God-ordained place for sexual intimacy.
- Would not prevent adherents to another faith or those of no faith from hiring the property to put on an artistic or training event.
- Would prevent it from being used for indecent/immoral purposes.

This is regardless of whether the above is the main purpose for hiring or an incidental activity to that main purpose.

In our absolute discretion we may agree whether or not to proceed with a letting and have the right to refuse an application without providing any reason. In particular, where a conflict does arise and the prospective hirer is unwilling to take steps required by us to prevent this, we reserve the right not to let the property to the prospective hirer.

### **Other conditions of hire:**

#### **1. Refusal**

In addition to the pre-conditions, the Conference Centre may not be hired for purposes that are dangerous or involve or may involve: any adverse impact on either the normal functioning of the Conference Centre or the Church, or the Church's reputation in the community; any breach of the Church's insurance policy; any breach of statutory or other regulatory requirements or is otherwise illegal; a likely nuisance, including excessive noise.

The Hirer shall not use the premises for any other purpose than that which the letting was agreed, nor sub-let facilities to any other party.

The Conference Centre will not be let for any purposes contrary to its Christian ethos **will not be available for hiring on Sundays or Christian Holy days.**

The Conference Centre cannot be hired for parties of any kind, including birthday/ anniversary / other parties, or celebrations/ gatherings following a religious or non-religious ceremony (e.g. weddings, funerals, blessings).

The Conference Centre cannot be hired for religious ceremonies. Any queries regarding weddings, funerals or baptisms should be directed to City Gates Church.

The Church in its absolute discretion may agree whether or not to proceed with a letting and has the right to refuse an application without providing any reason. This Agreement is not binding upon the Church until confirmation has been given by the Church that it approves the Agreement and cleared payment has been received for the fee and any deposit.

#### **2. Circumstances beyond our control**

The Conference Centre / the Church reserves the right to amend/cancel room bookings for circumstances beyond its control. In the case of regular room hire (weekly/monthly), the Conference Centre does not guarantee the availability of rooms all year round.

#### **3. Deposits, payments, and cancellation.**

**The Hirer will be responsible for payment of all fees or other sums due in respect of the letting to the Hirer.**

##### **a. Occasional hires (excluding auditorium booking)**

- i. A holding deposit equivalent to 20% of the total hire cost is required on booking.
- ii. Payment of the balance is required at least 7 days prior to the date of hire.
- iii. A minimum of fourteen days' notice of cancellation is required. Otherwise, the full Hire Fee remains payable.
- iv. A refundable deposit (the "Damage Deposit") to cover any excessive cleaning or damage to the Church's equipment or property is required on booking. This will be fully refundable provided there is no damage or excessive cleaning required.

## **b. Regular hires (excluding auditorium booking)**

- i. No deposit is required.
- ii. A minimum of half a terms' notice is required to end the hire agreement.
- iii. A minimum of 48 hours' notice is required for cancellation of an individual date.
- iv. Should an individual hire be cancelled for reasons outside of the Hirer's control which, in the reasonable opinion of the Conference Centre / the Church, make it impossible for the event to take place, the Hire Fee will not be payable for that date. This decision will remain entirely at the Conference Centre / Church's discretion.
- v. An invoice will be issued according to the Hirer's agreed hire schedule (as attached to this Agreement).

Payment is required at the beginning of the agreed hire period.

## **4. Auditorium Functions/ conferences**

- i. A £2,000 refundable deposit is required, which the Conference Centre will retain to offset any damage to the facilities or overrun on the timing of the hire. The balance will be returned to the Hirer within 2 weeks after the function.
- ii. The deposit will be refunded if the function is cancelled at least three months in advance.
- iii. A holding deposit equivalent to 10% of the total hire cost is required on booking
- iv. If the function is cancelled between three months and one month before its booked date the deposit may be refunded at the Conference Centre's discretion bearing in mind whether the facilities can be hired out to another hirer.
- v. Full payment for the function is required one month in advance of the event. If the function is cancelled within one month of its booked date, the full Hire Fee will be retained and the refundable (damage) deposit will be returned to the Hirer. Should the full Hire Fee not have been received by the Church at the point of cancellation, the deposit will be retained and the balance of the full Hire Fee will be payable by the Hirer.

## **5. Period of hire.**

This agreement is for a specified session or sessions and the time charged shall include that required for setting up and packing down (as set out in the Agreement Details). The Conference Centre reserves the right to require an additional payment should the period of hire overrun unless otherwise agreed in writing.

Unless otherwise agreed in writing, evening events must finish by 11pm with the site cleared and vacated by 11.30pm to enable the premises to clean and reset the site for the following day's activities.

The Conference Centre reserves the right to charge for extended occupation beyond the agreed time. Conference Centre staff required to stay past the agreed time will be chargeable to the Hirer, double the hourly rate. On top of this, the Hirer will also be charged £400 for the first hour over the agreed finish time, and £600 an hour thereafter.

## **6. The Hirer**

The Hirer must be over 18 and will be the person with overall responsibility for the letting and will (or must nominate a person also over 18 years of age to) act as the point of contact with the Conference Centre for administrative purposes.

## **7. Consideration for our neighbours and the community.**

Hirers are required be considerate of the Conference Centre's neighbours and undertake to not bring the Conference Centre into disrepute.

## 8. Policies

The Hirer is required to comply with all the policies of the Church, including its Health & Safety Policy and Safeguarding policy. Copies of these will be made available on request. In particular, the Hirer is required to ensure that children and vulnerable adults are protected at all times by taking reasonable steps to prevent injury, illness, loss or damage.

Where the Hirer is an organisation, it has its own relevant safeguarding policies and will comply with these policies and their statutory obligations at all material times.

## 9. Safety and security

The Hirer is required in particular:

- a. To ensure compliance with the building's non-smoking policy across the whole of the site.
- b. To ensure that fire exits are unlocked, unblocked, and accessible at all times.
- c. To ensure that the security of the site is maintained and that entrance doors are not left open.
- d. To ensure that the site is left secure at the end of the hire, including locking any windows which may have been opened during the letting.
- e. To communicate the following "house rules" with attendees:
  - Remain on the floor/s where your event is taking place.
  - Please only enter the rooms that have been booked for the event you are attending for time frame that has been booked.
  - The shared areas (foyers on third and fourth floor) should be used as holding spaces only for activities such as registration of attendees, information stands (if permission granted) etc. Anything else would compromise our fire safety policy.
  - Do not plug any appliances into sockets located in the auditorium.
  - No food or drink (apart from water) is allowed into the auditorium.

## 10. Responsibilities of the Hirer

- a. The Hirer is responsible for the conduct of all persons attending the site as a result of the hiring. Children must be under the direct supervision of parents/carers at all times and must not be left unattended at any time. Please note that there may be other people using other parts of the site during the period of the hire.
- b. It is the responsibility of groups, classes and clubs to maintain an attendance register in order to perform a roll call in the event of a building evacuation.
- c. It is the responsibility of the Hirer to record any incidents or accidents that occur on the property in the Incident Book as per the instructions in the information sheet and to leave the form in the sealed envelope provided.

d. Where third parties are engaged by the Hirer (eg entertainers, Djs) it is the responsibility of the Hirer to ensure that they comply with the terms of this Hire Agreement and are adequately insured for their activity. The Conference Centre reserves the right to request evidence of this. **The Conference Centre must be informed of any third-party engagement prior to making booking.**

e. It is the Hirer's responsibility to make their own arrangements for first aid i.e. trained personnel and provision of first aid kit.

#### 11. Liability of the Conference Centre

Save in respect of death or personal injury caused by the Conference Centre's / Church's negligence, any liability of the Conference Centre / Church to the Hirer shall be limited to the refund of the hire charges. **The conference centre's insurance policy does not cover personal effects, or the Hirers public liability and the Hirer must ensure that they take out their own insurance to cover both personal effects and public liability. The Conference Centre may ask for evidence of this.**

#### 12. Access / No tenancy

The Hirer is entitled to the non-exclusive use of the Conference Centre but is licensed to use the agreed parts of the Conference Centre premises. It is agreed that this licence does not create the relationship of landlord and tenant.

The Church and its agents reserve the right of access to the premises during the letting. Except in special circumstances this will be agreed with the Hirer prior to the letting. The Church reserves the right to refuse admission and reserves the right of access to the premises at all times.

#### 13. Damage to property

The Church undertakes to provide facilities at the Conference Centre at a good standard, and in return Hirers are required to act appropriately to maintain the facilities. Any exceptional cleaning required, or damage incurred to either the fabric or equipment belonging to the Church shall be deducted from the Damage Deposit (or charged to the Hirer at cost where no Damage Deposit has been paid), either wholly or in part, at the Church's discretion.

Hirers do not have the right to decorate or in any way alter the fabric of the facilities. The display of banners and signage both internally and externally must be agreed with the management.

The Conference Centre has a zero -tolerance policy with regard to vandalism, the use of drugs, the possession or weapons or anti-social behaviour. The Hirer will be required to indemnify the Church for any claims, damages, costs, and expenses (including the cost of repairing any damage and any legal costs) incurred as a result of any action or inaction by the Hirer, the Hirer's guests or any person allowed onto the premises by the Hirer (including as a result of the Hirer's failure to secure entrances).

#### 14. Use of Conference Centre equipment

Use of Conference Centre equipment (including kitchens, crockery, and audio visual/IT equipment) is additional to the basic hire and must be agreed with the management. It may incur additional charges.

#### 15. Electrical equipment

The Conference Centre must be informed of any electrical equipment brought onto the premises by the Hirer. The Hirer is responsible for ensuring that such equipment is properly safety tested (PAT Tested) and for any damage caused by such equipment.

#### 16. Smoking / Vaping

Smoking or vaping is prohibited in and around all areas of the premises. Please adhere to signage at the venue.

#### 17. Alcohol

No intoxicants shall be brought onto or consumed on the premises.

#### 18. Betting, Gaming and Lotteries

Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries and the Hirer shall ensure that the requirements of all relevant legislation are strictly observed.

#### 19. Breach of conditions

If any of these conditions are breached, the Church reserves the right to terminate the booking of the Conference Centre forthwith.

