

BROMSGROVE BAPTIST CHURCH CONDITIONS FOR THE USE OF THE CHURCH PREMISES

These conditions are required in order to protect the church as a charitable institution and yourself as hirer so that we may enjoy a mutually beneficial relationship.

1. The Church reserves the right to decline applications for hire of facilities based upon the proposed activity and may seek further clarification when details are insufficient. Legally churches, whose purposes are to promote, practice and teach a particular belief, are permitted to impose restrictions on the use of premises. Bromsgrove Baptist Church believes that there is one God, revealed as Father, Son and Holy Spirit. Jesus Christ, the Son, was God alive on our earth and written about in the Bible. We hold Jesus' teaching, contained in the Bible, as the prime authority in our decision making. Jesus demonstrated his love for all and likewise we will seek not to unfairly discriminate against anyone seeking to hire our facilities, where that hire will not detract from the worship due to our sovereign God.
2. The agreed fee for the use of the accommodation must be paid as agreed (normally in advance of the hiring) together with a deposit cheque of £100, which will be returned or destroyed within seven days of the hiring unless there has been any damage to the accommodation or the church's furniture and equipment for which the user is responsible and in which case the church shall be entitled to retain the whole or part of the deposit as security for the cost of rectifying such damage.
3. The Church retains control, possession and management of the accommodation and the User has no right to exclude the church from the premises.
4. The User is responsible for all damage (other than fair wear and tear) to the accommodation or any of the Church's fixtures and fittings or equipment which is occasioned in whatever way by the use of the accommodation.
5. The accommodation may only be used by the Hirer for the purpose and during the period indicated on the application form submitted to the church.
6. The Church may be entitled at any time, on giving reasonable notice to the User, to require the User to transfer if possible to alternative or comparable space and accommodation elsewhere within the building or to cancel a booking.
7. After the use of the accommodation it must be left in a clean and tidy condition (see attached cleaning guidance) with all furniture and equipment left in the same position as at the commencement of the hiring and the hirer must ensure that all lights are turned out and all doors and windows properly secured.
8. The User must ensure that during the use of the accommodation that no gambling takes place, no person smokes and that no alcohol is supplied or consumed, within the premises.
9. The User must not leave in the accommodation any equipment, furniture or articles of any kind unless by prior written agreement from the Church who reserve the right to charge a separate fee for the provision of any such specified and agreed storage facilities.

10. The User agrees that the Church accepts no responsibility for injury or loss to person or property arising out of the use of the accommodation apart from such injury or loss which arises from the Church's responsibility for the general maintenance of the accommodation and the User will keep the church indemnified against any claims for which the Church is not responsible. Evidence of insurance against such liability may be requested prior to rental commencement.
11. The User has a responsibility to notify the Church of any defect in the accommodation or in any of the Church's furniture or other equipment in the accommodation. On detecting such a defect the User will be responsible for ensuring the health and safety of their activity as far as is possible, pending notification to the Church.
12. The User will note the location of the marked fire exits and will ensure that all those using the accommodation are aware of the appropriate health and safety procedures including responding promptly to any alarm warnings. The User may not have physical access to the Alarm Panel, however on hearing the alarm should evacuate under the control of a Fire Warden; and check within the premises and on the panel (through the glass doors) for fault or Fire, The User should then call the Fire Brigade, then the church contact. Before use the User needs to identify **two** people to act as Fire Warden's and ensure that they have read the Fire Notices, that they know where the Assembly Point and Alarm Panel is etc.
13. All electrical equipment used within the building must be "Portable Appliance Tested (PAT)" within the past two years. Recognising that most hirers will not have equipment that is subject to these regulations then the Church will use reasonable endeavours to provide necessary equipment for occasional use.
14. The church may terminate this agreement immediately at any time if there is a breach of any of these conditions by the User.
15. [Where premises are to be used by children, the User agrees to comply with the Government's guidelines set out in the document 'Safe from Harm' or any updated Government best practice guidance.](#)
16. No external or internal decorations, flags, emblems, posters, placards, advertisements or notices shall be displayed upon the outside of the premises without the previous express authority of The Church. The Hirer shall use the premises so that it is at all times maintained in a clean, tidy and safe condition. The Hirer shall ensure that no person fixes anything to the structure or contents of the accommodation, marks, soils or damages the accommodation or its contents in any way. The Hirer shall ensure that no person leaves anything in, or in any way obstructs, an emergency exit or stairwell, or obstructs any notice of any emergency exit
17. No animals (including birds) except guide dogs are allowed within the premises. No animals whatsoever are to enter the kitchen area.
18. [All users of the kitchen will have as a minimum a Basic Food Hygiene Certificate and shall comply with the regulations regarding food service.](#)

19. The venue is used under the Hirer's own Public Liability Insurance.

20. The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.

21. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, or otherwise, particularly in connection with any event which is attended by children.

22. The proper law of the hire agreement shall be English law and the hire agreement shall be deemed to have been made in England.