



# THE ELMWOOD UNITED REFORMED CHURCH ("the Church")

## CONDITIONS OF USE : CHURCH PREMISES

1 In these Conditions:

1.1 "The Application" means the Application to Use Premises attached.

1.2 "The Owners means the Church and "the Agent" means the person acting for the Owners.

1.3 "The User" means the person signing the application form and any organisation for whom he/she is stated in such form to be acting. The liability under the User Agreement of such person and such organisation shall be joint and several.

1.4 "The Premises" means the rooms or areas of the main Church building as defined in the Application.

2 Not more than the number of persons stated in the application form shall be allowed in the Premises at any one time.

3 Use of the Premises or the relevant part thereof and entry thereto is limited to the purposes and times stated on the application form and the benefit of the Application to Use the Premises cannot be assigned to any third party.

4 The User is responsible for, and shall indemnify the Owners, against all damage to the Premises and to any property on the Premises occurring during or in relation to the hiring or while persons are entering or leaving the Premises pursuant to the hire, however and by whomsoever caused.

5 The User acknowledges that the Owners give no warranty that the Premises are legally or physically fit for the purposes required by the User and that the Owners shall not be responsible for any loss or damage to any property arising out of the hiring nor for any loss, damage or injury which may be suffered by or be done or happen to any person using the Premises during or in relation to the use arising from any cause whatsoever.

6 The User shall arrange appropriate insurance in respect of the potential liabilities referred to in paragraph 5 and against loss damage or injury to the Premises or any fittings or furnishings belonging to the Owner.

7 The User shall be responsible for securing all licences and permits required to lawfully use the Premises for the purposes intended and if children are involved in any activity at the Premises the User must ensure that Police checks have been carried out as appropriate. The User shall indemnify the Owners in respect of any failure to secure such licences.

- 8 The Owners shall not be responsible for any loss due to any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction or Act of God which may cause the premises to be temporarily closed or the use to be interrupted or cancelled.
- 9 The User shall indemnify the Owners against any claim which may arise out of the hiring or which may be made by any person in respect of to the Premises during or in relation to the use in respect of any such loss, damage or injury.
- 10 The right at any time to enter the Premises and remain on the Premises during the hiring is reserved by the Owners and the Agent and any other person authorised by the Owners.
- 11 The User shall ensure that good order is kept in the Premises.
- 12 The Owners (by themselves or the Agent) may put a stop to any entertainment or meeting which in their opinion is not properly conducted or which may infringe any of the provisions hereof.
- 13 No bolts, nails, screws, pins, spikes or other objects shall be driven into the fabric or furnishings of the Premises.
- 14 The User shall at the expiration of the hiring leave the Premises locked and in a clean and orderly state. Failure to clean the Premises may result in additional charges for cleaning.
- 15 The User shall ensure that all property brought into the Premises for the purposes of hiring is removed before the expiration of the use. The Owners shall not be responsible for any property left behind.
- 16 No exits may be blocked or chairs or obstructions placed in corridors or fire appliances removed or tampered with and the user shall ensure that users of the Premises are aware of the locations of emergency exits and that the User's staff know the location of fire-fighting equipment.
- 17 Any lights or other electrical apparatus which shall be connected to the electrical installation in the Premises shall be properly insulated and fused and electrical plugs and sockets shall not be overloaded.
- 18 If the hiring includes the use of the Church kitchen, the User shall comply with such conditions as the Owners or the Agent may prescribe at the time of the hiring in respect of the kitchen.
- 19 No smoking is permitted at the Premises.
- 20 The Owners reserve the right to cancel any booking on giving not less than 48 hours notice (except in the event of emergencies when less notice may be given) and to cancel the booking at any time before or during the period of use in the event of any breach of the User's obligations. The User should provide one months notice of termination.

- 21 The Owners reserve the right to review the fees payable pursuant to any application.
- 22 The User should read the attached 'Fire Emergency & Site Security Information' and should follow the emergency procedures.
- 23 Attention is also drawn to the need to comply with the Children's Act and that the User is responsible for ensuring appropriate supervision which also requires CRB checks.