

LONG TERM LETTING TERMS AND CONDITIONS

The amount payable in respect of hiring shall be: £ per week/per month.

This amount shall be payable 1 full month in advance.

This agreement, including the hiring fees shall be subject to review annually after the date of the Letting Agreement.

Both parties are required to give 1 months notice of termination of this agreement.

1. The church retains control, possession and management of the accommodation and the user has no right to exclude the church from the premises.
2. The User has no exclusive rights in respect of access and parking of vehicles. Parking is on a first come, first served basis in conjunction with other legitimate users.
3. 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.
4. The accommodation may only be used by the organisation and for the purpose and during the period indicated above.
5. The church may be entitled at any time on giving reasonable notice to the User require the User to transfer if possible to alternative or comparable space and accommodation elsewhere within the building.
6. After the use of the accommodation it must be left in a clean and tidy condition 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.
7. The User must ensure that during the use of the accommodation that no person smokes and that no alcohol or illegal drugs are supplied or consumed.
8. 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.
9. 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. Items are left on the premises at the User's own risk.
10. 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.
11. The User will comply with the provisions of the church's Health and Safety policy and will ensure that all those using the accommodation are aware of the appropriate safety procedures.
12. The church may terminate this agreement immediately at any time if there is a breach of these conditions by the User.
13. 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' and the church's Child Protection Policy. The User must be responsible for the safety and well-being of children in the care of the User.

14. The User will leave the premises and their contents as they have found them and carry out any making good in terms of clearing up and cleaning.
15. Unless agreed otherwise, in writing, all tables, chairs and other equipment will remain the property of Erdington Six Ways Baptist Church and for the benefit of all users.

ONE-OFF LETTINGS - CONDITIONS FOR THE USE OF THE CHURCH PREMISES

1. The agreed fee for the use of the accommodation must be paid in advance of the hiring together with a deposit of £50, which deposit will be refunded within seven days of the hiring *unless* the booking is not taken up or there has been any damage to the accommodation or the church's furniture and equipment for which the user is responsible and in which the church shall be entitled to retain the whole or part of the deposit as security for the cost of rectifying such damage. Regular bookings require an agreed regular arrangement for payment.
2. The church retains control, possession and management of the accommodation and the user has no right to exclude the church from the premises.
3. **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.
4. The accommodation may only be used by the User and for the purpose and during the period indicated on the application form submitted to the church.
5. The church may be entitled at any time on giving reasonable notice to the User require the User to transfer if possible to alternative or comparable space and accommodation elsewhere within the building.
6. After the use of the accommodation it **must be left in a clean and tidy condition 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.
7. The User must ensure that during the use of the accommodation that **no person smokes** and that **no alcohol or illegal drugs are supplied or consumed**.
8. 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.
9. 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.
10. 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.
11. The User will comply with the provisions of the church's Health and Safety policy and will ensure that all those using the accommodation are aware of the appropriate safety procedures.
12. The church may terminate this agreement immediately at any time if there is a breach of these conditions by the User.
13. 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' and the church's Child Protection Policy. The User must take responsibility for the well being of children present.
14. The User will leave the premises and their contents as they have found them and carry out any making good in terms of clearing up and cleaning by the time which has been agreed.
15. For reasons of safety, the User **must not exceed the maximum occupancy** levels as set out here: Dawson Hall: 100 persons; Primary Hall: 60 persons; Sanctuary: 200 persons.
16. The User will be responsible for taking away any rubbish arising from their own use of the premises.

Revised: May 2010