

Room Hire Agreement:
Standard and Special Conditions (if applicable) of Hire of Room(s) at
Trinity Methodist Church, Ballymacoss Avenue, Lisburn.

- 1. This agreement is for the following organisation/person detailed to hire room(s) at Trinity Methodist Church**

Hirer Details

Full name of person(s) hiring the premises

Address

or

Name of Organisation

Representative of organisation hiring Premises

Address duly authorised to sign agreement

Tel:

Email:

- 2. For recurring activities: Date(s) and time(s) room(s) required**

Start Date

Finish Date

**Time of Access to room from*

**Finish Time
(including clear-up)*

- 3. For one-off events:**

For the Hire of room(s) in Trinity Methodist Church on:

Date of Hire

Time of Access to room from (to include set-up)

Finish time (to include clear-up)

Number of persons in room

Number of persons requiring assistance

For official use only:

Room(s) Allocated to group:

Total cost of hire:

3.2 All payments must be made through BACS transfer, cash cannot be accepted in line with the financial policy of the Methodist Church in Ireland

4. The person listed here will be your named point of contact within the Church until further notice:

Name

Telephone number

5. Terms and Conditions

- 5.1 The **Privacy Notice** containing the information required under data protection legislation about how the Church uses any personal information acquired, retained or used in relation to the Hirer's use of the Premises and the Event is available. It also provides information about individuals' rights and who to contact if individuals have any questions about how the **Church** use their information. The **Church** will provide the **Hirer** with a PDF or hardcopy of the Privacy Notice on request and will try to deal with any questions that the **Hirer** may have about the Privacy Notice including any accessibility issues.
- 5.2 The Hirer will ensure full compliance with the Church's (as defined in 1.0) Safeguarding Policy and accept the terms and requirements of same. Hirer to ensure they are fully satisfied with all elements and responsibilities of same prior to agreement. The Church Contact (4) will upon request make this available or web link given.
- 5.3 The Hirer, or their authorised representative (for organisations) agrees to be present and supervise the event for which this hire agreement has been agreed.

Signed in agreement;

Hirer ¹

Hirer 2 (if applicable)

Church Official

Print Name

Print Name

Print Name

Standard Condition of Hire

1.0 PAYMENT

- 1.1 For one-off hire, full payment shall be taken at time of booking.
- 1.2 For recurring users, an invoice shall be raised and payment shall be required via BACs transfer.
- 1.3 In the event of the **Church** needing to cancel the booking a full refund shall be made.
- 1.4 In the event the hirer cancels the booking, payment shall be retained on sliding scale:

Notice given by hirer	Percentage of refund given
Less than 24 hrs	25%
Between 24 hrs and 72 hrs	50%
One week's notice	75%
More than one week's notice	100%

2.0 REPAIR, CONDITION, DAMAGE AND LEAVING THE PREMISES

The Hirer shall:

- (a) leave the premises clean, tidy and clear of rubbish at the end of the Hire Period;
- (b) not cause or permit to be caused any damage to the premises, building or any neighbouring property;
- (c) not obstruct any other areas of the building, make them dirty or untidy or leave any rubbish.
- (d) In the event of a breakage or other concerns ensure your contact person is notified or email bookings@trinitylisburn.com within 24 hours, or immediately if building security is compromised.

3.0 USE OF THE PREMISES

- 3.1 The Hirer shall not use the Premises other than for the purposes of the Event.
- 3.2 The Hirer shall not allow betting or gambling in any form nor use the Premises for the supply, sale, or consumption of alcoholic beverages nor for any religious purposes nor for any other purposes' contrary to 11.64 of the Manual of Laws [Manual of Laws — The Methodist Church in Ireland \(irishmethodist.org\)](#). For further guidance please refer to the Use of Premises Guide [The Use of Methodist Property by other Faith Communities.pdf](#)
- 3.3 The Hirer shall not do or permit to be done on the Premises anything to injure the reputation of the Premises or which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Church or to any other tenants or occupiers of the Building or any owner or occupier of neighbouring property.

- 3.4 The **Hirer** shall not allow any animals (including birds) onto the Building (except guide dogs, hearing dogs or recognised assistance dogs) without the written approval of the Church.

4. ALTERATIONS

The **Hirer** shall not display fix or attach to the premises in any way (or elsewhere in the building) any decoration, advertisement, flag, banner, placard, poster, sign, notice or other article without the prior written approval of the **Church**.

5. COMPLIANCE WITH RULES AND REGULATIONS

- 5.1 The **Hirer** shall not do anything that will or might constitute a breach of any planning permissions or other consents, licences, permissions, certificates, authorisations or approvals whether of a public or private nature affecting the premises. E.g showing of films, playing music or showing television programmes.
- 5.2 The **Hirer** shall comply with all laws.
- 5.3 The **Hirer** shall observe any rules and regulations the **Church** make and notify to the **Hirer** regarding the **Hirer's** use of the Premises and any Facilities or other parts of the building pursuant to the Agreement.
- 5.4 If using the free internet service, the Hirer must not compromise the values of the Methodist Church in Ireland or put at risk the Church's reputation.

6. PUBLIC SAFETY

- 6.1 The **Hirer** shall comply with all conditions and regulations made in respect of the premises by any regulatory bodies.
- 6.2 The **Hirer** acknowledges they are familiar with and will comply with the necessary health and safety requirements, including:
- Fire Safety
 - Lone Working
 - Safeguarding
 - Health and Safety, including risk assessments relevant to activities being undertaken
 - Accident reporting
 - Food Safety
 - Building Security
- In the event of a breach of health and safety, the Hirer shall ensure the Church contact is informed at the earliest opportunity, but not less than 72 hours after the event.
- 6.3 The Hirer will not bring any highly flammable substances onto the premises;
- (i) not put up any decorations near light fittings or heaters; and shall
 - (j) not bring onto the Premises (or use) any heating appliances.

7.0 INSURANCE AND INDEMNITY

- 7.1 Where appropriate, the **Hirer** shall have in place valid public liability insurance that governs planned activities. A copy of insurance shall be presented to the **Church** at time of booking.
- 7.2 The **Hirer** shall not do anything that will or might invalidate in whole or in part any insurance effected by the **Church** in respect of the building.
- 7.3 The **Hirer** shall indemnify the **Church** and keep the **Church** indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
- (i) the use of the Premises by the **Hirer**;

- (ii) any breach of the Agreement; and/or
- (iii) the cost of repairs to any damage done to any part of the Premises or Building.

8.0 SAFEGUARDING

The organisation shall confirm to the local church that it has adopted and consistently implements a child protection policy which accords with the standard of Our Duty to Care (NI) ([here.](#))

- 8.1 If the Hirer has concerns, suspicions or has been made aware of an allegation relating to the welfare of any children within the Hirer's organisation, prompt and appropriate action must be made to the relevant Statutory Authorities.
- 8.2 If a report has been made to the relevant statutory authorities, by the organisation of a child protection concern, suspicion or allegation through its procedures, the MCI Safeguarding Officer should be informed in confidence that a report has been made.

9. NO RIGHTS

The **Hirer** acknowledges that:

- (a) the Agreement confers permission to use the premises only and creates no relationship of landlord and tenant between the **Church** and the **Hirer** or any other rights of occupation;
- (b) the **Church** retain control, possession and management of the Premises and the **Hirer** has no right to exclude the **Church** from the Premises.

10 CANCELLATION

- 10.1 The **Church** shall be entitled at any time, giving not less than 7 days' written notice to the **Hirer**, to cancel the hiring of the Premises if the **Church** reasonably believe that:
 - (a) the hire would be in breach of the Constitutional Practice and Discipline of the Methodist Church and/or contrary to the doctrinal standards of the Methodist Church;
 - (b) any unlawful or inappropriate activities would take place on the Premises because of the hire; or
 - (c) the premises have become unfit for use by the **Hirer**.
- 10.2 In exceptional circumstances, as identified in Schedule 2, it may be necessary to postpone at short notice a group's activities on a specific day.

11 END OF HIRE

11.1 At the end of the Hire Period the **Hirer** shall ensure that:

- (a) the Premises are left in a clean and tidy condition, ready for use.
- (b) Internal rubbish bins are emptied and rubbish placed in the bins outside.
- (c) the Premises and all windows are properly locked and secured;
- (d) any items moved from their usual position during the Period of Hire shall be repositioned in their original places to the reasonable satisfaction of the Church.
- (e) the lights at the Premises, and the rest of the building if appropriate, are turned off;

- (f) any heating at the Premises is turned off unless otherwise directed by the Church; and
- (g) all equipment goods and/or other property belonging to the **Hirer** is removed from the premises and/or the building unless by prior arrangement and stored in an allocated storage area. Where unlabelled equipment/goods remains without prior agreement of the Church, the Church shall be at liberty to dispose of any such items. The Church shall not be held liable for disposal of equipment and are at liberty to seek costs for such disposal.

11.2 Where a **key** has been assigned to the Hirer, this shall remain the property of the Church and can only be used in accordance with the key assignment agreement. Keys must be returned on the last day of use, where there is no intention to renew this hire agreement.

12.0 LIMITATION OF MANAGING TRUSTEES' LIABILITY

12.1 Subject to clause 12.2, the **Church** is not liable for:

- (a) the death of, or injury to the **Hirer**, its employees, customers or invitees to the Premises; or
- (b) damage to any property of the **Hirer** or that of the **Hirer's** employees, customers or other invitees to the Premises; or
any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred due to the use of the Premises by the **Hirer** or the **Hirer's** employees, customers or other invitees.

12.2 Nothing in clause 12.1 shall limit or exclude the **Church's** liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the **Church** or their employees or agents; or
- (b) any matter in respect of which it would be unlawful for the **Church** to exclude or restrict liability.

13.0 THIRD PARTY RIGHTS

A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

14.0 GOVERNING LAW

The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Northern Ireland.

15.0 JURISDICTION

Each party irrevocably agrees that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 2

Special Conditions of Hire

SC1. There may be unforeseen circumstances when the premises are required at short notice to facilitate pastoral duties, for example in the event of a funeral. In such circumstances clause 1.2 shall be applied.

SC 2. There may be circumstances beyond control of Trinity Methodist Church when a booking may be cancelled at short notice. For example, in the event of red weather alerts and/or other exceptional weather conditions (snow or ice) when it is unsafe for church contacts to travel and open the premises OR a failure of utilities such as power, water or heating. In such circumstances clause 1.2 shall be applied.

SC3. In the event of poor weather conditions, the user should assess the risk of covering access into the building. The Hirer will be responsible for the clearing of access and for the safety of their members. It is vital that the Hirer liaises closely with their church contact to ensure unnecessary journeys are not made.
