



Conditions of Hire

Emmanuel Community Church, Greenleaf, 67-69 Greenleaf Road, Walthamstow, London E17 6QP

Tel. 020 509 3128 www.eccaog.org

A church in fellowship with Assemblies of God in Great Britain and Ireland Registered charity No 1054405.

Conditions Governing The Hire Of Premises owned by Emmanuel Community Church International (ECCi)

These conditions should be read by all Hirers before they confirm their booking(s). These conditions, together with the Hire Agreement, form the contract of hire. The completion of the Hire Agreement shall constitute an acceptance of the conditions set out below.

The owners of ECCi Premises, hereinafter called the Trustees, reserve the right to refuse any application without stating the reason.

The 'Premises' shall refer to The Centre and the Greenleaf Centre.

1. Application for hire, Charges & Payment

- a. All applications for the use or hire of ECCi halls or rooms which are hereinafter called 'the Premises' are to be made in writing on a form obtainable from the Centre Office telephone Number 020 8509 3128, and must state the precise nature or the purpose for which the Premises are required, the date and duration of the hiring, and the name of any organisation society or body under whose auspices, or for whose benefit the hiring is made. No telephone bookings will be accepted unless confirmed in writing on the appropriate forms within fourteen days with the appropriate remittance. Persons under the age of 21 are not permitted to hire any of the Premises.
- b. In case of any omission from or misstatement on the application form, the booking may be cancelled by the Trustees or their representative, at any time and in such a case the charges paid shall be forfeited.
- c. We reserve the right to share details of your booking with a third party if any concerns should arise.
- d. The person signing the application form shall be deemed to be the Hirer.
- e. If you wish to provisionally hold a date – we will hold your date for 7 working days only. If you do not confirm the date by 2pm of the seventh day – the date will become available for other customers to hire.
- e. When you wish to confirm the function date contact the Centre Office on 020 509 3128 and we will issue the Hire Agreement and the Conditions of Hire. You have 7 working days to complete the Hire Agreement and return to the office with the Hire deposit and Damage Deposit in order for the function date to be officially confirmed.
- f. If we do not receive the return of the Hire Agreement with remittance by the date specified your function date will be made available for other customers to hire.
- g. The Hall Hire holding deposit is 50% of Hall Hire Charge,
- h. The balance of payment must be received in full four weeks prior to your function date. Customers booking a function date within four weeks prior to the function date will be subject to pay in full at the time of booking.
- i. In addition to the hire charge a refundable 'Damage Deposit', of £100 shall be paid against late vacating, damage and/or breakage, and/or contravention of the Conditions of Hire
- j. Providing no damages or violation of the Conditions of Hire took place during the event you will be refunded the damage deposit. Refunds will be returned as a cheque payment to the named Hirer as per contract within 14 working days after the function date.
- k. The minimum hire period will be two (2) hours.
- l. In cases of regular bookings the Trustees reserve the right to make special arrangements for the payment of hire fees.
- m. Payment may be made by cash, cheque by debit card. Unfortunately we are unable to accept credit cards.

2. Scale of Charges

All lettings shall be subject to the scale of charges in operation at the date when the function takes place. The Trustees reserve the right to amend the scale of charges at anytime, but Hirers paying in full at the time of booking will avoid paying any future price increase.

Discounts – which apply to the scale of charges

- (i) Departments of ECCi shall receive a 100% discount unless there is a charge for entrance to the event. In this case a charge of 10% of the entrance fee shall apply.
- (ii) Members and regular attendees ECCi will be charged at the current rate less 50%.
- (iii) Voluntary organisations and Private users will be charged at the current rates.

3. Cancellations

- a. All cancellation requests must be received in writing into the Centre Office and signed by the Hirer as per contract. The cancellation will only be accepted from the date that the letter from the Hirer is received at the Centre Office.
- b. If the Hirer cancels 60 - 30 days before the function date the Hirer will forfeit the deposit paid at the time of booking.
- c. If the Hirer cancels less than 30 days prior to the function date then the Hirer will forfeit the full Hire Charge.

In both cases, the Damage Deposit paid towards the booking will be refunded.

- d. If the Hirer transfers the date(s) of his/her original booking(s) to another date(s), the same conditions as in (b) and (c) will apply.
- e. If the Hirer reduces the hours of his/her original booking, for which payment (deposit or in full) has been received. The booking will be treated as a cancellation and re-booking and the same conditions as in (b) and (c) will apply.

4. Early Termination of a Long-term Hire

In the event that the Hirer shall seek to terminate the agreement prior to the agreed term of the hire, 3 months notice shall be given during which time all hire fees and associated costs shall be paid in full by the Hirer. The Trustees shall also give 3 months notice to the Hirer if they wish to terminate the agreement prior to the agreed term of the hire during which time all hire fees and associated costs shall be paid in full by the Hirer.

5. Power of Trustees to Cancel Bookings

- a. The Hirer agrees that the Trustees shall have the right to cancel any booking upon giving seven days notice in writing prior to the date of such booking, without giving a reason there for, (except in the case of emergency when no prior notice shall be required) and that no compensation shall be payable by the Trustees on this account. On such cancellation taking place any hiring charges paid to the Trustees shall be refunded except as herein otherwise agreed.
- b. The Hirer agrees that the Trustees without prejudice to any rights it might have in respect of any breach of the conditions and stipulations herein contained, reserves the right to cancel any booking at any time if in the Trustees' opinion:
 - (i) exceptional circumstances of public importance so warrant or should the interests of the public justify the cancellation of the letting.
 - (ii) there are risks that damage might be caused to the Premises hired if the booking is not cancelled.
 - (iii) the use of the Premises hired is likely to lead to any activity that is offensive to the Christian faith.
- c. In the event of cancellations under Sections (ii) and (iii) mentioned in clause 5(b) above, the Trustees reserve the right to retain all monies paid to it in respect of such bookings, but in respect of any cancellations under Section (i) the charges paid will be refunded in full.

- d. The Hirer further agrees that he/she shall have no claim against the Trustees or any representatives in respect of any cancellation under Clause 5(b) or of any retention of monies made by the Trustees under Clause 5(c).
- e. If the accommodation becomes, in the opinion of the Trustees, unfit for use by reason of any accident, force majeure or other like cause the Trustees will not be responsible for any loss or damage suffered by the Hirer. The Trustees will, however, in such cases refund the charges paid by the Hirer.

6. Premises

- a. The use of Premises shall be restricted to the use and accommodation specified in the hire Agreement. The Hirer shall take all precautions to prevent any damage. Some footwear in particular can cause damage to floors and persons wearing such footwear will not be permitted to enter the Premises. The Hirer is required to pay for any breakages, losses or damage to property arising out of the letting.
- b. The Premises shall **not** be used for:
 - i. Any commercial purpose that is not consistent with the aims and purposes of the Trust is at the absolute discretion of the Trustees
 - ii. Gaming or gambling of any sort.
 - iii. Any booking which conflicts with the ethos of the Church or acts of worship that conflicts with the
Christian ethos.
 - iv. Teenage Parties up to and including 21st Birthday parties.
 - v. Any illegal activities
- c. Evening functions must end by 10.30 pm. The Premises must be vacated by 11.00 pm. All cleaning of Premises and property must be done at the time of hire, and all equipment belonging to the Hirer removed at the end of the hire period (unless the specific prior agreement of the Centre manager has been obtained).
- d. The charge for accommodation includes the use of furniture within the room only. In the event of the Hirer requiring additional furniture a separate charge will be made according to circumstances.
- e. The Trustees reserve the right of entry for its representative and a member of the emergency services at all times to be given free access to the hired Premises for the purpose of inspection and ensure that hire and licensing conditions and the regulations governing health and safety and fire are adhered to.
- f. None of ECC's property shall be removed by the Hirer without the consent of an authorised representative of the Trustees.
- g. Special preparations, such as those required for the purpose of dancing e.g. wax or powder, must not be applied to the floors without specific written approval.
- h. No bolts, nails, screws or tacks shall be driven into any part of the Premises, nor shall sellotape or any other adhesive material be affixed to the walls or other parts of the Premises.
- i. In no circumstances are animals or pets allowed within the hall Premises. Guide dogs for the blind are exempt from this Regulation.
- j. In no circumstance are bicycles or any form of motorbike or motorised vehicle, (except where such vehicle is required for use by disabled persons), allowed within the hall Premises. Children's prams/pushchairs are permitted into the hall Premises but must be stored in a position subject to the approval of the Trustees' representative.
- k. No alterations or additions shall be made to the lighting heating, seating, gangways, fittings, fixtures or other arrangements of the Premises except with the consent of the Trustees or its authorised representative. No stage fittings, decorations, flags, emblems or posters will be permitted without having first been submitted to and approved by the Trustees.
- l. The Trustees' authorised representative may refuse to allow to be brought into the building any article or appliance which he/she may consider dangerous or offensive.
- m. The Hirer must ensure that persons do not loiter or congregate in the corridors or foyer or the entrance steps or trespass in parts of the Premises not engaged by the Hirer.

- n. The use of foam/spray cans is not permitted within the Premises or grounds of the Centre.
- o. Smoking is not permitted on the Premises or within the grounds of the Centre.
- p. The consumption of alcohol and illegal substances is not permitted on the Premises or within the grounds of the Centre. The Hirer will ensure that no alcohol is supplied or kept on the Premises.
- q. The Hirer shall ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting and lotteries.
- r. Alcohol is not allowed on the premises.

7. Health and Safety

- a. The Hirer shall familiarise themselves of the location and use of fire equipment in the Premises, the escape routes, methods of operating escape door fastenings, that all fire exits are unlocked and panic bolts in good working order, that all escape routes are free of obstruction and can be safely used and that any fire doors are not wedged open.
- b. The Hirer shall be responsible for the prevention of overcrowding such as would endanger public safety and for ensuring that the number of persons attending the function shall not exceed the numbers permitted for the accommodation as outlined in the Hire brochure. The Hirer is responsible for keeping clear all gangways, passages and fire exits. He/she must also inform all persons who may gather outside the Premises of the position and request them to leave the area.
- c. The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.
- d. All noise including music must be kept within the level set by the local authority, details of which can be obtained from the Environmental Health Department. Due consideration to neighbours must be given at all times. The noise level during the arrival or departure of people attending the Premises must not cause a nuisance or inconvenience to occupiers of neighbouring properties.

8. Character of Functions

The Hirer undertakes that the Premises shall not be used for any performance which, in the opinion of the Trustees, is objectionable, and agrees that the Trustees have the right to cancel or ask the Hirer to stop any performance, dance or other function which they consider to be objectionable or not in keeping with the Christian ethos. Failure to comply will result in the loss of the Damage deposit.

9. Damages, Claims, Making Good Damage to Premises, etc.

- a. The Hirer shall make good at his/her own expense any damage done to the Premises, fittings, furniture, etc. during the time that the halls, rooms, cloakrooms and/or other ancillary rooms are used by the Hirer. If required, the Hirer, will pay such additional charges as may be required by the Trustees before the rooms are used. These charges shall go towards the liquidation of any damage if such occurs. The Hirer further agrees that the Trustees shall be the sole judge of damage done and the amount thereof and to pay for any articles belonging to the Trustees lost or missing from any of the accommodation hired.
- b. The Hirer shall be responsible for any loss or damage suffered by the Trustees including but not limited to damage to the building and other property or furniture and fittings of the Trustees arising out of hiring during the time the Premises are hired caused by the negligent acts or omissions of the Hirer, persons using the Premises with his/her consent and persons present on, or proximity to, the Premises without Hirers consent or at Hirers request whose presence is directly attributable to the hiring or by vehicles used by such persons or otherwise and agrees to meet the cost of replacement or repair.
- c. The Hirer shall indemnify the Trustees and their representatives in respect of claims, damages, penalties, costs, expenses and demands arising out of, or, in any way connected with, or in consequence of the hiring or any accident, loss or theft of, or damage to property, or injury to any person whether bodily or mental whomsoever which may be sustained or suffered by reason, or in consequence of the negligent act or omissions of the Hirer, persons using the Premises without his/her consent and present on, or in proximity to, the Premises without Hirers consent or at Hirers request whose presence is directly attributable to the hiring.

- d. The Trustees shall not be responsible in respect of any damage to or loss (including theft) of any property or chattels brought, deposited or left in the Premises (including cloakrooms) or deposited or left with any representative of the Trustees.
- e. The Hirer shall also indemnify and keep indemnified the Trustees in respect of any action for damages or claim or demands which may be brought or made against them for the infringement of any copyright or performing right or matters aforesaid.
- f. The Hirer is also responsible for any contractors or sub-contractors in connection with the hiring and shall indemnify the Trustees in respect of the cost of repair of any damage and in respect to any liability to third parties or otherwise arising out of the use of the Premises for the hiring.

10 Signage and Advertisements

No external or internal decorations, flags, emblems, posters, placards, advertisements or notices shall be displayed upon or outside the Premises without the previous express consent of the Trustees or their representative. The Hirer shall not carry out or permit fly-posting, advertising on social media to an undisclosed number of recipients, or any other form of unauthorised advertisements for any event taking place at the Premises and shall indemnify and keep indemnified, the Trustees accordingly against all actions, claims and proceedings arising from any breach of this condition.

11. Electrical Equipment and Installation

The Hirer shall ensure that any electrical appliances brought by him/her into the Premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the current Electricity at Work Regulations. Where a residual circuit breaker is provided the Hirer must make use of it in the interest of public safety. All temporary electrical installations are to be provided by approved electrical contractors and must comply with the requirements of the current edition of IEE "Regulations for Electrical Installations". If required by the Trustees or their representative, the Hirer must provide a valid portable appliance test certificate for any electrical appliances or equipment to be brought onto the Premises by the Hirer. The Trustees may, at their sole discretion, request that any electrical equipment shall not be used and/or be removed from the Premises.

12. Licenses

The Premises are not licensed by the Waltham Forest Council for entertainment.

13. Catering Arrangements

- a. Hirers wishing to use the kitchen facilities must pay the appropriate charges in operation at the time of booking.
- b. The Hirer and his/her caterer must accept full responsibility for complying with all current requirements in respect of Health & Safety at Work Etc. Acts, the Food Safety Act. The Food Hygiene Regulations, in respect of any person engaged or employed by them or working on their behalf on the Premises, and ensure they have the correct insurance. The Hirer agrees to indemnify and hold harmless the Trustees its Officers and representatives from all penalties, damages or cost, which they may incur in consequence of any breach or default in compliance with any such provisions in the act by the Hirer, his/her caterer and any person engaged or employed by them or working on their behalf.
- c. The Hirer agrees that both he/she and or his/her caterer will provide all crockery, glasses, cutlery, tablecloths and other loose equipment, which he/she may require.
- d. The Trustees accept no responsibility or liability for the quality or wholesomeness of any food or drink prepared or served by the Hirer or his/her caterer on the Premises. The Trustees expect such persons to comply with the recognised standards of food hygiene and in the event of there being any prosecution arising from any breach of any statutory food regulations or should there be any complaints from persons attending the function then the Hirer or his/her caterer must accept full liability and pay any compensation or which may arise there from and shall indemnify the Trustees against any action, claims, damages, charges, costs and expenses which may be incurred thereby.
- e. The Hirer must ensure that all counter-tops, floor area, kitchen equipment and other food preparation services are left in a clean condition at the end of the function.
- f. Gas bottles and pressurised cylinders are not permitted on the Premises.
- g. The Hirer agrees that all catering services must cease at least half an hour before booking terminates in order that the Hirer or his/her caterer may carry out cleaning activities referred to in the above

paragraphs. In the event of the Trustee's authorised representative authorising the Hirer or his/her caterer to remain on the Premises after the period of hire, then the Hirer agrees to pay to the Trustees the additional hiring charge incurred.

- h. The Hirer will be required to deposit a sum as determined from time to time by the Trustees as surety against the Premises being left in an unclean or unsatisfactory condition. In the event of the Premises being left in an unclean or unsatisfactory condition, then the Hirer agrees that the Trustees shall either retain the refundable damage deposit or be empowered to defray from the deposit the cost incurred by the Trustees in cleaning the Premises. The Hirer agrees that the Trustees' representative shall be the sole judge of the cost involved. If the Premises are left in a satisfactory condition, then the deposit will be refunded subsequently to the Hirer. The Trustees reserves the right to defray from this deposit any other sums which may be due to the Trustees from the Hirer and which have not been paid.
- i. The Trustees accept no liability whatsoever for any loss or damage caused by any equipment, furniture or other items belonging to the Hirer or his/her caterer.
- j. The Hirer and his/her caterer must ensure that no cooking oil or any similar substance is poured down any drain inside or outside the hall Premises during their function.

14. Start of Function

The Hirer, caterers, entertainers and their equipment and any other persons connected with the function will not be permitted to gain access into the hall Premises until the starting time booked and paid for by the Hirer. The authorised representative of the Trustees is permitted to over-ride this regulation if in his/her opinion certain situations so warrant.

15. End of Function

- a. The Hirer should remove all chairs or other furniture, decorations and any other materials introduced into the Premises, within the agreed reasonable time (see part (c) above) after the period of hire. If this is not done, the Trustees will be entitled to remove and dispose of such items and the Hirer will pay the cost of removal (less the proceeds of disposal where relevant) on demand.
- b. The whole hall complex should be left in a reasonable condition after all functions, including but not limited to, the Hirer arranging for a ll of the table tops to be cleared together with other major rubbish on floors and put into rubbish bags, so that recyclable refuse can be separated and disposed of in the appropriate recycling bin in accordance with current local authority regulations.
- c. The kitchens and associated areas must be thoroughly cleaned by the Hirer and/ or his/her caterer.
- d. The Hirer must ensure that no damage is done to the hall and its fittings and equipment during the function.

16. Fireworks and Smoke Machines

The use of fireworks and smoke machines on the Premises is strictly prohibited.

17. Children's Activities

The Hirer shall ensure that any activities for children comply with the provisions of the Children Acts and that only fit and proper persons who have passed the appropriate Criminal Record Bureau checks have access to the children. The Hirer shall confirm that any Children's Entertainer has the correct insurance cover. The Hirer on request will be required to produce his/her Child Protection Policy. The Hirer shall arrange for sufficient adult supervision by persons accustomed to the care and control of children at all times.

18. Force Majeure

The Trustees shall not be liable for any loss or damage caused by any interruption in or failure to provide any part of the Premises or additional facilities where such failure is due to causes beyond the control of the Trustees. If the Trustees, by reason of circumstances beyond its control, fails to provide parts of the Premises or material part of the Premises required for the booking requirement and Purpose of Hiring at the beginning of the Hire Period (unless the parties otherwise agree) the Hiring Agreement will terminate forthwith.

The Trustees reserves the right to terminate the Hiring Agreement if and when it discovers or is made aware that the purpose of hiring, whether stated in the Hiring Agreement or not, is considered to be unsuitable or not permitted within the purpose(s) of the Emmanuel Community Church International or in the opinion of the Trustees may compromise the purpose(s) of the Emmanuel Christian Centre or in some way poorly reflect on the Emmanuel Community Church International or if there has been a breach or the Trustees reasonably anticipates a breach of any Conditions of Hiring or the event is likely to be objectionable or undesirable or could cause a breach of the peace or could cause damage to the Premises.

The Trustees will be under no liability whatsoever to the Hirer or any sub-Hirer for any loss or damage which they may sustain in consequence of such termination. If the Hiring Agreement terminates under this condition, the Hirer shall be repaid all sums paid under the Hiring Agreement, subject to the deduction of an amount equal to the sum of any costs incurred by the Trustees in relation to the Hiring Agreement up to the date of termination, and that part of the Hiring Fee attributable to that part of the Hire Period which has elapsed prior to such termination, apportioned on a daily basis. In this condition "causes beyond its control" include, without prejudice to its generality, fire, flood, tempest, riot, civil commotion, national emergency, explosion of any kind, war, shortage of materials, interruption of transport, water, electricity, gas, communication links or other services and the need to execute urgent repairs to the Premises.

19. Insurance risks and Indemnity

The Hirer shall in all respects comply with all conditions, which may be imposed by the insurers of Emmanuel Community Church International in respect of any special or additional risks involved in the Hiring. The Hirer shall indemnify the Trustees against all claims, demands, actions or proceedings, in respect of any damage to, or loss, theft or removal, of property in the Premises belonging to any person other than the Emmanuel Community Church International and any loss or damage suffered or sustained by any person in consequence of the death or injury of any person (other than someone working for the Emmanuel Community Church International while carrying out duties for the Emmanuel Community Church International) howsoever or by whomsoever caused, which shall occur whilst such property or such person is in or upon the Premises or arise from any accident or occurrence which shall occur while such person is in, or on, any part of the Premises during the Hiring Period pursuant to the Hiring Agreement or in any other way in connection with the Hiring. The Hirer must have, if required by the Trustees, evidence of Third-Party Public Liability Insurance to a minimum limit of Indemnity of £2 million and Employer's Liability Insurance to a minimum limit of Indemnity of £5 million.

The Hirer shall indemnify and keep indemnified the Trustees from and against all actions, expenses, claims, damages and demands arising from, or in consequence of, the non-observance or non-performance of any of the Conditions for Hire by the Hirer or by any person being in the Premises, during the Hire Period or any act or omission by the Hirer or anyone acting for him/her.

20. Trading

The Hirer shall not trade or allow trading to take place from the Premises during the Hire Period, unless agreed in writing by the Trustees. If the Trustees agree trading, the Hirer shall comply with the current fair-Trading legislation and any code of practice relevant to such sales.

21. Storage

The Hirer must not leave in or on the Premises any equipment, furniture or articles of any kind without prior written agreement from the Trustees which reserve the right to make a separate charge for the provision of any such specified and agreed storage facilities. The Trustees accept no responsibility for any stored equipment or other property brought onto or left on the Premises and all liability for loss or damages are excluded. If the Hirer fails to remove stored equipment within seven days after the hire date or the agreed storage period has ended, the Trustees reserves the right to dispose of any such items by sale or otherwise on such terms as it thinks fit and charge the Hirer any cost incurred in storing and selling or otherwise disposing of the same. The Trustees will not be responsible for insuring any stored equipment and the Hirer should make arrangements for its own cover.

22. Sub-Letting

The sub-letting or sub-hiring of the Premises is prohibited. The Hirer shall not permit any other party to use the part or parts of the Premises included in the hiring agreement.

23. Hire Agreement

This Hire Agreement constitutes permission only to use the Premises or part of the Premises. The Hirer acknowledges that no tenancy is intended to be create between the Trustees and Hirer, no relationship of tenant and tenant exists between he Trustees and the Hirer and the Hire Agreement does not confer any other right of occupation on the Hirer. The Trustees may, by notice to the Hirer, change the location of the room or rooms within the Premises and having notified the Hirer of the change, the Hire Agreement shall relate to the new location for all the purposes of this agreement.

24. Provision by the Trustees

The Trustees will make every endeavour to provide the Premises or part of the Premises, required for the Hire Agreement, in a clean and tidy condition, with the Additional Facilities as agreed and will provide water, electricity, gas and associated appliances, equipment and services to the Premises for the heating, lighting and other services as agreed as part of the Hire Agreement.

25. General Conditions

Any of the clauses of these conditions may be modified by the Trustees, which reserves to itself the right of imposing special conditions where the nature of an application if its opinion so demands.

26. Complaints Procedure

Any complaint arising out of or in connection with a hiring must be made within 7 days of the cause of such complaint arising and must be submitted in writing to the address below.

**Greenleaf
67-69 Greenleaf Road
Walthamstow
E17 6QP
Tel. 020 8509 3128**