

# Terms and Conditions for the hire of rooms at Baildon Methodist Church.



Loving God. Loving People. Loving the World.

## 1) INTRODUCTION

These Terms and Conditions regulate the hiring of a space at Baildon Methodist Church. By submitting a booking the Customer (internal or external) will be deemed to have accepted these Terms and Conditions. Customers wishing to apply for a hire are required to register for a user account on the online booking system used by Baildon Methodist Church, accessible via the Wesleys website.

Subject to the Customer obligations under clause 3 and the termination provisions in clause 5 of the Schedule, the Managing Trustees of Baildon Methodist church permit the Customer to occupy the Premises for the Permitted Use for the Hire Period during the Permitted Hours in common with the Managing Trustees and all others authorized by the Managing Trustees together with the Rights on the Terms and Conditions set out in the Schedule.

## AGREED TERMS

### 2. BASIS OF HIRE

The Customer acknowledges that:

- (a) the Customer shall occupy the Premises as a Licencee and that no relationship of landlord and tenant is created between the Managing Trustees and the Customer;
- (b) the Managing Trustees retain control, possession and management of the Premises and the Customer has no right to exclude the Managing Trustees from the Premises;
- (c) the right to occupy the premises is personal to the Customer and is not assignable and the Rights (if any) may only be exercised by the Customer its employees and its invitees;
- (d) without prejudice to their rights under clause 5, the Managing Trustees shall be entitled at any time on giving not less than 14 days' notice to require the Customer to transfer to alternative space elsewhere within the Building and the Customer shall comply with such requirement.
- (e) the Hire Charge is inclusive of the Utility Costs that the Managing Trustees anticipate will be attributable to the Customer's use of the Premises and any Common Parts during the Permitted Hours ("Customer's Utility Contribution") such contribution to be determined by the Managing Trustees absolutely.

### 3. CUSTOMER'S OBLIGATIONS

The Customer agrees and undertakes:

#### Payment of monies

- (a) to pay:
  - (i) to the Managing Trustees the Hire Charge payable without any set off or deduction in advance on the Payment Dates;
  - (ii) to the Managing Trustees, within 10 working days of demand, the amount (if any) by which the Utility Costs exceed the Customer's Utility Contribution, such further costs to be determined by the Managing Trustees absolutely; and

- (iii) to the relevant authority any rates (including business rates) and taxes that are now or at any time during the Hire Period assessed, charged or imposed on the Premises due, in the Managing Trustees' reasonable opinion, to the Customer's usage of the Premises.

#### **Repair, damage and leaving the Premises**

- (b) to leave the Premises clean, tidy and clear of rubbish and any other property or equipment of the Customer after each session of use (except any Agreed Equipment);
- (c) not to cause or permit to be caused any damage to:
  - (i) the Premises, Building or any neighbouring property; or
  - (ii) any property of the owners or occupiers of the Premises, Building or any neighbouring property including but not limited to the fixtures and furniture on the Premises or any Common Parts from time to time;
- (d) not to obstruct any areas of the Building over which any Rights have been granted, make them dirty or untidy or leave any rubbish on them;
- (e) to remove all equipment goods and/or other property belonging to the Customer from the Premises and/or Building at the end of the Hire Period;

#### **Use of Premises**

- (f) not to use the Premises other than for the Permitted Use;
- (g) not to 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 the Standing Orders of the Methodist Conference.
- (h) not to 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 Managing Trustees or to any tenants or occupiers of the Building or any owner or occupier of neighbouring property;

#### **Alterations**

- (i) not to make any alteration or addition whatsoever to the Premises;
- (j) not to display any advertisement, signboard, nameplate, inscription, flag, banner, placard, poster, sign or notice at the Premises or elsewhere in the Building without the prior written consent of the Managing Trustees;
- (k) not to apply for any planning permission in respect of the Premises;

#### **Compliance with rules and regulations**

- (l) not to 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;
- (m) to comply with all laws and with any recommendations of the relevant suppliers relating to the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Premises;
- (n) to observe any rules and regulations the Managing Trustees make and notify to the Customer from time to time governing the Customer's use of the Premises and any other parts of the Building in respect of which any Rights have been granted;

## **Indemnity and insurance**

- (o) not to do anything that will or might invalidate in whole or in part any insurance effected by the Managing Trustees in respect of the Building from time to time;
- (p) to indemnify the Managing Trustees and keep the Managing Trustees indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
  - (i) these Terms and Conditions;
  - (ii) any breach of the Customer's undertakings contained in this clause 3; and/or
  - (iii) the exercise of any rights given in clause 1; and
- (q) unless the Managing Trustees otherwise agree, to effect and maintain a policy of insurance with insurers approved by the Managing Trustees for such amount as the Managing Trustees may from time to time reasonably require in respect of the liability of the Customer under clause 3(p) and at the request of the Managing Trustees from time to time to produce to the Managing Trustees evidence of such policy and of the payment of the premiums for it.

## **4. SAFEGUARDING**

The Customer confirms that the Customer has received a summary copy of the Safeguarding Policy, has an understanding of it, and undertakes to follow it or comparable equivalent guidelines and procedures (such as Scouting and Guiding national safeguarding policy) for the safeguarding of children, young people and vulnerable adults at the Building.

## **5. TERMINATION**

5.1 This Hire Period shall end on the earliest of:

- (a) the End Date;
- (b) the expiry of any notice given by the Managing Trustees to the Customer at any time of breach of any of the Customer's obligations under clause 3; and
- (c) the expiry of not less than four weeks' notice given at any time by the Managing Trustees to the Customer or by the Customer to the Managing Trustees,

and any Hire Charge paid in respect of any period following termination of the Hire under clause 5.1 sub sections (a) or (c) shall be reimbursed by the Managing Trustees to the Customer.

5.2 Termination of the Hire shall not affect the rights of either party in connection with any breach of any obligation under these Terms and Conditions which existed at or before the date of termination.

5.3 Any items equipment goods and/or other property belonging to the Customer left at the Premises and/or Building following termination of a Hire will be disposed of and any costs of disposal will be borne by the Customer. The Managing Trustees will not owe the Customer any responsibility for the Customer's property or the proceeds arising from any sale.

## **6. NOTICES**

6.1 Any notice given under these Terms and Conditions shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party at the address and for the attention of the persons specified in the Particulars or as otherwise specified by the relevant party by notice in writing to each other party.

- 6.2 Any notice or other communication given in accordance with clause 6.1 will be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or
  - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

6.3 A notice or other communication given under these Terms and Conditions shall not be validly given if sent by e-mail.

6.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **7. NO WARRANTIES FOR USE OR CONDITION**

7.1 The Managing Trustees give no warranty that the Premises possess the planning permissions or any other consents, licences, permissions, certificates, authorisations or approvals whether of a public or private nature which shall be required for the Permitted Use.

7.2 The Managing Trustees give no warranty that the Premises are physically fit for the Permitted Use.

7.3 The Customer acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Managing Trustees before the date a Hire Period starts as to any of the matters mentioned in clause 7.1 or clause 7.2.

7.4 Nothing in this clause shall limit or exclude any liability for fraud.

## **8. LIMITATION OF MANAGING TRUSTEES' LIABILITY**

8.1 Subject to clause 8.2, the Managing Trustees are not liable for:

- (a) the death of, or injury to the Customer, its employees, Customers or invitees to the Premises; or
- (b) damage to any property of the Customer or that of the Customer's employees, Customers or other invitees to the Premises; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Customer or the Customer's employees, Customers or other invitees to the Premises in the exercise or purported exercise of the rights granted by clause 1.

8.2 Nothing in clause 8.1 shall limit or exclude the Managing Trustees' liability for:

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

## **9. DATA PROTECTION**

The Managing Trustees care about the Customer's privacy and the Customer's trust is important to the Church. The Privacy Notice available online ([www.tmcp.org.uk/about/data-protection/managing-trustees-privacy-notice](http://www.tmcp.org.uk/about/data-protection/managing-trustees-privacy-notice)) and displayed at the Building explains how the Managing Trustees collect, use and protect the Customer's personal information. It also provides information about individuals' rights (paragraph 9 of the Privacy Notice) and who to contact if individuals have any questions about how Managing Trustees use their information (paragraph 1 of the Privacy Notice). The Managing Trustees will provide the Customer with a PDF or hardcopy of the Privacy Notice on request and will try to deal with any questions that the Customer may have about the Privacy Notice including any accessibility issues.

## 10. THIRD PARTY RIGHTS

A person or entity who is not the Customer shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.

## 11. GOVERNING LAW

These Terms and Conditions 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 England and Wales.

## 12. JURISDICTION

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

## 13. DEFINITIONS AND INTERPRETATION

13.1 The definitions in this clause 13 apply to these Terms and Conditions:

**Agreed Equipment:** such property or equipment of the Customer that the Managing Trustees agree (from time to time) may be left on the Premises, or elsewhere in the Building, outside of the Permitted Hours.

**Building:** Land and buildings known as Baildon Methodist Church Newton Way, Baildon, Shipley BD17 5NH or such reduced or extended area as the Managing Trustees may from time to time designate as comprising the Building.

**Common Access Ways:** such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access in or upon the Building the use of which is necessary for obtaining access to and egress from the Premises as designated from time to time by the Managing Trustees (if any).

**Common Facilities:** such facilities in or upon the Building as shall from time to time be designated by the Managing Trustees for such purposes as are usually attributed to such facilities or as specified from time to time by the Managing Trustees which facilities shall at the date of the Hire be the Shared Facilities.

**Common Parts:** any Common Access Ways and/or Common Facilities.

**Customer:** The person or the organisation or whose behalf the person acts that requests the booking and is identified on the Baildon Methodist Church online room booking system as the Customer for that booking.

**Furniture and Equipment:** The furniture and equipment provided for use by Baildon Methodist Church that is present in the room being made available to the Customer. Audio visual equipment may be used upon request and after agreement with the Managing Trustees.

**Hire charge:** The charge will be that set by the Managing Trustees for each confirmed booking and shown in the online booking system.

**Hire Period:** the period agreed by the Managing Trustees during which the Customer may occupy the premises from and including the Start Date until the earlier of the End Date or the date on which the Hire Period is determined in accordance with clause 5.

**Payment Dates:** Within 30 days after receipt of an invoice from the Managing Trustees or as stated on an invoice.

**Permitted use:** The purpose agreed by the Managing Trustees and the Customer at the point a booking is confirmed.

**Permitted hours:** The dates and times confirmed by the Managing Trustees for the Customers use as shown in the online booking system excluding bank holidays and public holidays and days on which the building is closed as determined at the Managing Trustees' absolute discretion.

**Premises:** The room(s) confirmed by the Managing Trustees for the Customer's use as shown in the online booking system

**Privacy Notice:** the notice containing the privacy information required under data protection legislation about how the Managing Trustees use any personal information acquired or used in relation to the Customer's use of the Premises and is available online ([www.tmcp.org.uk/about/data-protection/managing-trustees-privacy-notice](http://www.tmcp.org.uk/about/data-protection/managing-trustees-privacy-notice)), at the Building or via the Managing Trustees direct.

**Utility Costs:** all costs in connection with the supply of electricity, gas, water, sewage, telecommunications and data and other services and utilities to or from the Premises and a fair and reasonable proportion of such costs (such proportion to be determined by the Managing Trustees absolutely) in connection with the supply of such utilities to or from the Common Parts due to the Customer's usage of the Premises and the Common Parts.

**Rights:** the right for the Customer to use during the Permitted Hours the following:

- (a) Such parts of the Common Access Ways as is reasonably required for the purpose of access to and egress from the Premises as shall from time to time be designated by the Managing Trustees for such purpose.
- (b) Such parts of the Common Facilities as is reasonably required for such purposes as are usually attributed to such facilities as shall from time to time be designated by the Managing Trustees for such purposes.
- (c) Any Furniture and Equipment that is present in the room hired by the Customer with the exception of Audio Visual Equipment and Kitchen Equipment.

13.2 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

13.3 Unless expressly provided otherwise, the obligations and liabilities of the Customer under these Terms and Conditions are joint and several.

13.4 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England or Wales.

13.5 Words in the singular shall include the plural and vice versa.