

# WHEATHAMPSTEAD UNITED CHURCH HIRING AGREEMENT (MEDIUM / SMALL HALL)

## THIS AGREEMENT

is made between WHEATHAMPSTEAD UNITED CHURCH “the Church” and the **Hirer** named in the Schedule.

Whereas the Hirer agrees

- (1) to pay the Hiring Fee
- (2) to observe and perform the conditions and stipulations contained or referred to in this Hiring Agreement for the time being in force and such rules (if any) governing the use of the Premises (“the Additional Rules”) and as the Church may for the time being impose and of which the Hirer has been notified
- (3) to comply with
  - a. the Church’s Policy for Safeguarding Children, Young People and Adults at risk which is attached to this Hiring Agreement, or
  - b. the Hirer’s equivalent policy (if the Hirer has one)

WHEATHAMPSTEAD CHAPEL COMMUNITY CHURCH “the Church” agrees to permit the Hirer to use the Room(s) or part(s) of the Room(s) during the Period of Hiring.

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## THE SCHEDULE

The Hirer	<i>The invoice recipient shown on your invoice</i>
Period of Hiring	<i>The Booking Date(s) shown on your invoice</i>
The Premises	The Chapel Halls Brewhouse Hill Wheathampstead Herts AL4 8AG

Description of rooms and facilities to be hired

*The Rooms/Facilities shown on your invoice (“the Rooms”).* The Hirer and persons attending the Hirer’s event may use such corridors and other parts of the building as are necessary for access to the Main Hall together with the kitchen (for the preparation of non-alcoholic drinks and uncooked snacks and for washing up only) and the toilets, all of which may from time to time also be in use by other people on the Premises.

Hiring Fee	<i>The Total Price shown on your invoice</i>
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**SIGNED ON BEHALF OF THE CHURCH BY JACKIE SELLER:**

Signature 

Position: Trustee and Elder

**The Church has a Policy for Safeguarding Children, Young People and Adults at risk.** Details are below. Your booking agreement is conditional upon you complying with it unless you already have and comply with an equivalent policy of your own.

**You are required to ensure that children, young people and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage occurring, and that you have public liability insurance throughout the Period of Hiring.**

**In particular this means that:**

- you will comply with the attached good practice guide with children and young people or vulnerable adults unless you already have an equivalent, in which case you will provide the Church with a copy of your organisation's Safeguarding Policy.
- you will recruit safely all current paid and voluntary workers who work with children and/or vulnerable adults, by obtaining satisfactory disclosures from the Disclosure and Barring Service where eligible and keeping records of dates and disclosure numbers indefinitely.
- you will keep a list of the names of all paid and voluntary workers with regular and direct contact with children/vulnerable adults and update it annually.
- you will always have at least two leaders over the age of 18 years in any group of children and young people, no matter how small the group.
- no person under the age of 18 years will be left in charge of any children or young people of any age;
- no child or group of children or young people should be left unattended at any time;
- a register of children, young people or vulnerable adults attending the activity will be kept securely. This will include details of their name, contact details of parent/guardian/carer etc., date of birth and next of kin;
- you will immediately (within 24 hours) inform the Church Safeguarding Coordinator of:
  - (a) the occurrence of any incidents or allegations of abuse or causes of concern relating to members or leaders of your organisation, and contact details for the person in your organisation who is dealing with it
  - (b) any known offenders against children or vulnerable adults seeking to join your membership, and manage such allegations or agreements with offenders in co-operation with statutory agencies, and with statutory agencies and with the Church.

**The Safeguarding Coordinator for the Church is:**

Name: Jane Deller

Phone 01582 834130 or 07889 221551 Email address [j\\_deller@btinternet.com](mailto:j_deller@btinternet.com)

The Deputy Safeguarding Coordinator for the Church is:

Name Jackie Seller

Phone number 01582 832707 Email address [jandseller@gmail.com](mailto:jandseller@gmail.com)

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## **STANDARD CONDITIONS OF HIRE**

### **PAYMENT**

1. The Hirer is responsible for payment of the agreed Hiring Fee and Deposit. The Hiring Fee is inclusive of charges for lighting and water. The Church will make a surcharge on agreed hiring rate for availability of heating, the details of which will be made available in September each year.
2. Where a Security Deposit is added to the Hiring Fee such Security Deposit will be held by the Church until after the Period of Hiring. Following the termination of the Period of Hiring the Church shall repay the Security Deposit to the Hirer less any sum that may reasonably be incurred to make good any damage caused to the fabric or contents of the Premises as a result of the Hirer's occupation of the Rooms.
3. If (a) the Hirer loses a key to the Premises or (b) the Hirer leaves the Premises without properly securing them or (c) following the termination of the Period of Hiring the Hirer fails to return the keys to the Premises, the Hirer shall pay the Church the sum of £100.
4. The Hiring Fee is subject to annual review if the agreement continues for more than a year. Payment is due in advance and is to be made monthly, normally by the first working day of the month, for all events to be held during that month unless other arrangements are agreed. The Church reserves the right to charge interest at the rate of 5% on late payments from the due date to the date of payment.
5. Failure to pay the Hiring Fees in accordance with these conditions may result in immediate termination of this Agreement and access to the Rooms and Premises being denied.

### **USE OF THE ROOMS AND PREMISES**

6. The Hirer acknowledges that no tenancy is intended to be created between the Church and the Hirer and no relationship of landlord and tenant exists between them.
7. The Hirer may be provided with such key or keys as are necessary for access to the Rooms and, where relevant, the Premises. These are to be held by the Hirer or by a nominated person or deputy if the Hirer is an organisation. Any loss of a key or keys must be reported immediately to the Church. The Hirer must not have additional keys cut but an additional key or set of keys may be provided by the Church if it considers it appropriate in the circumstances. All keys must be returned as soon as the Hirer is no longer using accommodation at the Premises.
8. All equipment and other articles belonging to the Hirer are to be removed from the Rooms and the Premises at the end of each Period or Hiring. With the prior agreement of the Church, the Hirer may store a previously agreed amount of equipment at the Hirer's own risk in such storage area or cupboard as is arranged from time to time. The Hirer must ensure that clear access is maintained at all times to, from and within any storage area and that no equipment is stored on top of any cupboard, or in any way which may obstruct entrances and exits, or be a fire, trip or other hazard to users of the Premises.
9. If the Church agrees that the Hirer may store goods or equipment on the Premises, any storage space may be shared with the Church or other Hirers, and the Church accepts no liability for any loss of or damage to any property of the Hirer stored on the Premises. Excess equipment must be removed from the Premises, and removal of some or all of the equipment may be required by the Church if the storage space is needed for Church use. All articles belonging to the Hirer must be removed from the Premises immediately the Hirer ceases to use the Premises.
10. The Hirer is responsible for leaving the Rooms and the Premises in general, including the corridors, kitchen and toilets, in a clean and tidy state and condition after each period of use. Tables and chairs must be stacked safely in their designated storage areas. Under no circumstances should any furniture or other items be left in corridors or exit ways. The Hirer must ensure that on leaving the Rooms and the Premises where applicable all heaters, lights and taps are turned off, windows closed and the outer doors closed and, if a key holder, securely locked.
11. All waste food and other rubbish from the Hirer's event must be removed from the Premises by the Hirer.
12. No nails, bolts, screws, tacks, pins or other like objects may be driven into any part of the Premises. Notices or posters may only be put up after discussion with the Church representative.

13. With the prior agreement of the Church, the Hirer and persons attending the Hirer's event may use the Church car park during the Period of Hiring in common with any other persons authorised to be on the Premises but the Church gives no assurance that any or sufficient parking space will be available. The Church reserves the right to close the car park when needed for its own purposes or in an emergency. The Church accepts no liability for any loss of or damage to any vehicle of the Hirer or any other user of the Church car park.
14. The Hirer shall be responsible for obtaining any local authority or other licences necessary in connection with the booking, other than those already held by the Church.
15. The Hirer shall be responsible for the observance of all regulations affecting the Premises imposed by the Licensing Justices, the Fire Authority and the Local Authority or otherwise.
16. The Hirer shall not sub-let or use the Premises for any unlawful purpose or in any unlawful way or do anything or bring on to the Premises anything which may endanger the Premises, their users, or any insurance policies relating thereto.
17. The Hirer shall if selling goods on the Premises (subject to the consent of the Church), comply with all relevant fair-trading laws and any local code of practice issued in connection with such sales. Organisers of jumble sales are reminded that it is a criminal offence to sell goods that are not suitable for the use intended. No electrical or other potentially dangerous articles may be sold on the Premises.
18. Prior consent must be obtained if alcohol is to be consumed on the Premises and if such consent is given it is the responsibility of the Hirer to ensure that all licensing laws and requirements are observed.
19. The Hirer shall during the Period of Hiring be responsible for supervision and security of the Rooms and the Premises, protection of the fabric and contents from damage, and the behaviour of all persons using the Rooms and Premises, including proper supervision of car parking arrangements (if any) so as to avoid obstruction of the highway.
20. The Hirer shall ensure that the Additional Rules (if any) governing the use of the Room(s) and the Premises are complied with.

## **SAFETY**

21. The Hirer must conduct their own risk assessment and is responsible for making sure the Premises are fit for the purpose for which they are being used. They must appoint a 'Competent Person' who will make themselves aware of the fire procedure and supervise any evacuation.
22. Fire and other safety equipment must not be removed from the position in which it is normally kept or used for any purpose other than that for which it is provided. Any use of such equipment must be reported so that it can be replaced.
23. Fire Exits and escape routes must not be obstructed at any time. Under no circumstances must fire extinguishers be used as door stops. Wedges are available upon request and are to be used only whilst moving equipment in or out of the Premises. At all other times the fire doors must be kept closed. Please read fire notices and follow instructions if the alarm bell sounds and escort all your users to the safety zones marked on the plans. In the event of an emergency, the Hirer is responsible for the safety of their own personnel and, if necessary, must make suitable plans for the evacuation of persons with additional needs. This must include an emergency evacuation plan for wheelchair users or those persons with reduced mobility.
24. The provision of adequate first aid facilities including trained personnel is the responsibility of the Hirer. An emergency first aid kit is available in the vestibule of the Chapel Halls for users of the Premises. Hirers should note that there are no telephones for use by the public and should therefore ensure they have a mobile phone for use in case of emergency.
25. The Hirer is responsible for ensuring that any equipment brought to the Premises in connection with the Hirer's event or otherwise will be suitable and safe for use on the Premises and will be used in a safe manner without damage to the Premises and Church property. All electrical equipment brought on to the Premises must be portable appliance tested (PAT). All such equipment must be removed at the end of each session.

26. The entire Premises are a no smoking and no vaping area and the Hirer undertakes to make every effort to ensure that all persons attending the Hirer's events comply with this restriction.
27. The Hirer is reminded that they are responsible for any accident or injury arising out of the activity for which they have hired the Rooms. It is the responsibility of the Hirer to ensure that the Rooms and the Premises are safe for the purpose for which they intend to use them. The Hirer must, in the event of an accident, complete the accident book located in the vestibule of the Chapel Halls and bring the accident to the attention of the Church.

## **SAFEGUARDING**

28. The Hirer shall abide by the Safeguarding Policy of the Church or, if they have one, they shall abide by their own equivalent policy..

## **INSURANCE**

29. Throughout the Period of Hiring the Hirer must have in force public liability insurance up to a limit of at least £1,000,000 or in the case of a private individual liability cover up to a limit of at least £1,000,000 under a household contents insurance. The Church insurance policy does not cover any accident or claim which may be the result of a hire. The Hirer is responsible for taking out insurance for public liability of the Hirer, including damage to Church property. The Hirer must indemnify the Church in the event of loss or damage to the Premises or contents and in the event of any claim being made by any party for bodily injury or damage to property arising out of their hire of the Rooms/Premises.
30. The Hirer will indemnify the Church against any infringement of copyright or other licensing requirements resulting from the Hirer's activities. Users of recorded music in any form must ensure that they comply with the appropriate copyright and performing rights legislation.

## **CANCELLATION AND TERMINATION**

31. This agreement applies during the Period of Hiring stated in the Schedule but may continue thereafter on agreement of further dates subject to review of the Hiring Fee and subject to the termination provisions set out in this section.
32. A minimum of 28 days' notice is required of dates already booked when the Rooms will not be required. In the absence of such notice, charges for those dates will be payable in full by the Hirer, and if the charges have already been paid they will not be refundable.
33. It is recognised by the parties that on some of the dates specified in the Period of Hiring the Rooms may be required for activities of other organisations which use the Premises. The relevant dates will be notified to the Hirer by the Church in advance except in exceptional circumstances where notice may be given on the day itself. Where possible, alternative accommodation on the Premises will be made available.
34. The Church reserves the right to cancel the hire of the Rooms on any occasion when the Church requires the Rooms for any use of its own giving notice in advance except in exceptional circumstances where notice may be given on the day itself. Where possible, alternative accommodation on the Premises will be made available.
35. The Church reserves the right to cancel the hire without notice on any occasion when necessary for reasons outside the Church's control. It may not be possible in such situation to provide alternative accommodation.
36. The Church is not liable for any loss arising in any way out of, or due directly or indirectly, from any cancellation under paragraphs 32, 33 and 34.
37. This Agreement may be terminated by the Church with immediate effect at any time if the Rooms are used for purposes not specified in the Schedule, or in the event of any other breach of this Agreement considered by the Church to be sufficient reason for terminating this Agreement without notice. If the Agreement continues beyond the Period of Hiring specified in the Schedule it may be terminated by either party giving three months' notice to the other.



# **WHEATHAMPSTEAD UNITED CHURCH SAFEGUARDING POLICY – CHILDREN, YOUNG PEOPLE AND ADULTS AT RISK**

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## **INTRODUCTION**

Wheathampstead United Church CIO (the “Church”) agrees that children, young people and adults have a right to live in a way which does not cause them harm or impede their human rights. We therefore acknowledge their right to protection from abuse regardless of age, gender, ethnicity, disability, sexuality or beliefs.

There is a responsibility on the Church to act positively to safeguard the rights of all those who may be vulnerable within the user community. All those involved in the Church share safeguarding responsibilities for the protection of the most vulnerable in our community. The Church aspires to be a loving community, offering a welcoming environment in which people can flourish, safe from harm.

The Safeguarding Coordinator or Deputy Safeguarding Coordinator is the person to whom all concerns or allegations should be addressed. Contact details are below;

### **Safeguarding Coordinator**

Name Jane Deller

Contact phone number 01582 834130 or 07889 221551

Email address [j\\_deller@btinternet.com](mailto:j_deller@btinternet.com)

### **Deputy Safeguarding Coordinator**

Name Jackie Seller

Contact Phone number 01582 832707

Email address [jandjseller@gmail.com](mailto:jandjseller@gmail.com)

If the Safeguarding Co-ordinator or Deputy is unavailable, or if it would be inappropriate to contact her, then contact should be made with Thames North Synod Safeguarding Co-ordinator (details given below).

## **SAFEGUARDING PRINCIPLES**

The Church is committed to:

- the care and nurture of all children, young people and adults
- the safeguarding and protection of children and adults at risk
- the establishment of a safe, caring and inclusive environment for all.

## **THE NEED FOR A POLICY**

The Church must have proper policies, guidelines and procedures in place:

- to protect children and adults at risk
- to ensure the Church meets its duty of care
- to protect the reputation of the Church
- to comply with insurance requirements and protect finances
- to comply with Charity Commission requirements.

The Church will not knowingly support and/or donate to any organisation which does not have a robust safeguarding policy.

## **LETTINGS**

The Hirer should hold and abide by their own safeguarding policy. If the Hirer does not have such a policy they must abide by the Church’s safeguarding policy.

## WHAT IS ABUSE?

Abuse can take many forms. It may consist of a single act or repeated acts. Abuse can take place in all kinds of different settings.

This is not an exhaustive list and relates to abuse of both children and adults:

- physical abuse
- sexual abuse
- psychological/emotional abuse
- neglect
- self neglect
- self harm
- discriminatory abuse
- financial abuse
- institutional/ organisational abuse
- spiritual abuse
- modern slavery
- radicalisation
- child sexual exploitation.

## WHAT TO DO IF THERE IS AN ALLEGATION

If a child, young person or adult makes an allegation or disclosure of abuse against an adult, another child or young person, it is important that you:

- stay calm and listen attentively
- reassure them that they have done the right thing
- do not investigate or ask leading questions
- let them know that you will need to tell someone else
- do not promise to keep what they have told you a secret
- inform the Safeguarding Co-ordinator as soon as possible
- make a written record of the allegation, disclosure or incident and sign and date this record. Any such records will be kept in a locked filing cabinet
- report concerns to the relevant authorities, either Social Care or the Police.

## PROCEDURE IN THE EVENT OF CONCERN

If there is an immediate threat of harm the Church will contact the police.

When it is judged that there is no immediate threat of harm the following will occur:

- The concern will be discussed with the Church's Safeguarding Co-ordinator and a decision made as to whether the concern warrants a referral to statutory agencies,
- A confidential record will be made of the conversation and circumstances surrounding it. This record will be kept securely and a copy passed to statutory agencies if a referral is made.
- The person about whom the allegation is made may not be informed of this by anyone in the Church, if it is judged that to do so would place a child or adult who may be vulnerable at increased risk.

## WHO TO CONTACT IN THE CASE OF A CHILD

Children's Social Care department

**0300 123 4043**

There is a Hertfordshire Safeguarding Children's Partnership who can be contacted on line

<https://www.hertfordshire.gov.uk/services/childrens-social-care/childprotection/hertfordshire-safeguarding-children-partnership/hscp.aspx>

## WHO TO CONTACT IN THE CASE OF AN ADULT AT RISK

0300 123 4042 (24 hours)



**IF THE ALLEGATION IS REGARDING SOMEONE WORKING WITH CHILDREN OR YOUNG PEOPLE IN A PAID OR VOLUNTARY CAPACITY:**

The Local Authority Designated Officer (LADO or DO) will be contacted:

Child Protection.unit@hertfordshire.gov.uk

A decision will be taken about when to inform the person concerned. The timing and method will be discussed and agreed with the LADO.

**OTHER CONTACTS**

The Church operates on a lease with URC Thames North Synod Trust

Thames North Synod Safeguarding Co-ordinator for Children, young people and adults at risk

Belinda Nielson 07716640596

Email address [safeguarding@urcthamesnorth.org.uk](mailto:safeguarding@urcthamesnorth.org.uk)

Advice helpline run by thirtyone:eight (formally Churches Child Protection Advisory Service) 03030031111

United Reformed Church Safeguarding Officer

020 7916 2020

Email address; [safeguarding@urc.org.uk](mailto:safeguarding@urc.org.uk)

**FURTHER POLICY AND GUIDANCE**

Good Practice 5 is the URC's policy and guidance document for safeguarding and can be downloaded from [www.urc.org.uk/safeguarding](http://www.urc.org.uk/safeguarding).

**REVIEW**

The Church Elders review this policy annually.