

THE PARISH OF ST LEONARD HYTHE

'We aim to be an ever-more welcoming, inclusive, and caring Christian community that reaches out to all, thankful to God who draws us together and gives us life in all its fullness.'

Hire Agreement – Holy Cross Church (Parish of St Leonard, Hythe, Kent)

This Hire Agreement sets out the terms on which the Parochial Church Council (PCC) / Parish Office (the "Owner") permits the Hirer to use Holy Cross Church, Jubilee Close, Palmarsh, Hythe, Kent CT21 6NQ (the "Premises"). Complete the details below before signing.

1. Parties and key details

Owner (PCC / Parish Office) Parish of St Leonard, Hythe Address: _____ Telephone: _____ Email: _____ Authorised representative: _____	Hirer Name / organisation: _____ Address: _____ Telephone: _____ Email: _____ Responsible person on site (if different): _____
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2. Booking details

Event / activity	_____
Date(s)	_____
Time (including set-up and clear-down)	From _____ to _____
Areas to be used	Church / meeting room(s) / kitchen / toilets / other: _____
Expected numbers	Adults _____ Children _____ Total _____
Equipment / furniture requested	Chairs / tables / piano / PA / other: _____
Special requirements (access, parking, etc.)	_____

3. Fees, deposit and payment

Hire fee	£ _____
Refundable security deposit (if applicable)	£ _____

Additional charges (e.g., caretaker, cleaning, kitchen use)	£ _____
Total payable	£ _____

Payment is due by _____ (date) unless otherwise agreed in writing. The Owner may treat the booking as cancelled if full payment (and any required documentation) is not received by the due date.

4. Hirer responsibilities (safety, safeguarding and compliance)

- **Supervision:** The Hirer must always ensure adequate adult supervision and is responsible for the conduct of all persons on the Premises.
- **Risk assessment:** The Hirer must carry out a suitable and sufficient risk assessment for the activity and implement appropriate control measures.
- **Insurance:** Where required, the Hirer must hold Public Liability Insurance appropriate to the activity and provide evidence of cover on request.
- **Safeguarding:** If the activity involves children or vulnerable adults, the Hirer must have suitable safeguarding arrangements (including, where appropriate, DBS checks) and must comply with all safeguarding instructions notified by the Owner.
- **Licences and permissions:** The Hirer is responsible for obtaining any permissions required for the activity (including any music copyright licences, performance licences, or permissions relating to food/alcohol), unless expressly agreed otherwise in writing.
- **Health & safety:** The Hirer must keep all exits and access routes clear, comply with fire safety instructions, and report any accidents, hazards, or damage to the Owner as soon as practicable.

5. Conditions of use

- **Respect for the building:** The Premises are a place of worship. The Hirer must ensure the activity is appropriate and respectful. The Owner may refuse or end a hire where use is inconsistent with the character of the Premises.
- **Noise:** Noise must be kept to a reasonable level at all times. Any amplified music must be agreed in advance. The Hirer must comply with any local parking or noise restrictions notified by the Owner.
- **No smoking/vaping:** Smoking and vaping are not permitted anywhere inside the Premises.
- **Alcohol:** Alcohol is only permitted with the prior written consent of the Owner. The Hirer is responsible for complying with licensing laws.
- **Food and drink:** Food and drink are permitted only in agreed areas. The Hirer must follow any kitchen/food hygiene instructions provided.
- **Decorations and fixings:** No nails, screws, staples, adhesives, or tape may be used on walls, woodwork, or furnishings. Any decorations must be removed at the end of the hire.
- **Naked flames:** Candles and other naked flames are not permitted unless agreed in writing and used with suitable precautions.
- **Animals:** No animals are permitted except assistance dogs.
- **Photography/filming:** Any photography/filming must be agreed in advance and must comply with safeguarding and data protection requirements.

6. Access, keys, security and leaving the Premises

- **Access times:** The Hirer may access the Premises only during the booked times stated in section 2 (including set-up and clear-down), unless otherwise agreed.
- **Keys/alarm:** Key collection/return arrangements will be confirmed by the Owner. The Hirer must not copy keys or share access codes.
- **Security:** The Hirer is responsible for keeping the Premises secure during the hire and for ensuring doors and windows are locked (and any alarm set) when leaving, if instructed.
- **Furniture and equipment:** The Hirer must use furniture/equipment safely and return everything to its original position.
- **Cleaning and waste:** The Hirer must leave the Premises clean and tidy and remove all rubbish (unless alternative arrangements are agreed). Any extra cleaning costs may be deducted from the deposit or charged to the Hirer.

7. Damage, loss, liability and indemnity

Damage and loss: The Hirer is responsible for any loss of or damage to the Premises, contents, or fittings arising from the hire (fair wear and tear excepted) and must reimburse the Owner for repair/replacement costs.

Hirer property: The Owner accepts no responsibility for the loss of, or damage to, property brought onto the Premises by the Hirer or users, except to the extent required by law.

Indemnity: The Hirer will indemnify the Owner against all claims, losses, damages and expenses arising out of the hire or the Hirer's activities, except where caused by the Owner's negligence.

8. Cancellation, changes and exceptional circumstances

- **Changes:** Any changes to the booking (including earlier access or later finishing) must be agreed in advance and may incur additional charges.
- **Cancellation by Hirer:** If the Hirer cancels, the Owner may retain some or all of the hire fee/deposit depending on notice given and whether the slot can be re-let. (Insert local policy: e.g., notice periods and refund percentages) _____.
- **Cancellation by Owner:** The Owner reserves the right to cancel if the Premises become unavailable for reasons beyond reasonable control, or if required documentation/payment is not received by the due date. Where the Owner cancels, any hire fees paid for the affected period will be refunded.
- **Exceptional circumstances (force majeure):** Neither party will be liable for failure to perform obligations where prevented by events beyond reasonable control (e.g., severe weather, public health restrictions). The parties will discuss rescheduling where possible.

9. Data protection

The Owner will use the Hirer's personal data for the purpose of administering this booking, communicating about the hire, and meeting legal/safeguarding obligations. Personal data will be handled in line with the Owner's privacy notice (available on request).

10. Signatures

Signed for and on behalf of the Hirer	Signed for and on behalf of the Owner (PCC / Parish Office)
Signature: _____	Signature: _____
Name: _____	Name: _____
Role (if applicable): _____	Role: _____
Date: _____	Date: _____

Attachment checklist (as applicable)

- Public Liability Insurance certificate (if required)
- Risk assessment / method statement
- Safeguarding policy and confirmation of DBS checks (if working with children/vulnerable adults)
- Any licences/permissions (e.g., music, alcohol) if applicable

Signed copies of this document must be sent to:

The Revd Michael Darkins – vicar@slhythe.com

John Wren - john261142@outlook.com

Helen Waymouth - oliverwaymouth@gmail.com

Treasurer – treasurer@slhythe.com

Safeguarding Officer – safeguarding@slhythe.com

Parish Administrator – administrator@slhythe.com