

USING AGREEMENT FOR BAXENDEN ST. JOHN CHURCH

THIS AGREEMENT is made onday, 20, between St. John's Parochial Church Council, hereinafter called the PCC and the User named below whereby in consideration of the sum(s) mentioned in paragraph 4 below:

A THE PCC agrees to permit the User to use parts of Baxenden St. John Church designated in paragraph 3 for the purposes, period(s) and at the fee described below, namely:

1 Purpose of Use

2 Period of Use

Dates from to Hours from to

3 Main Area (Nave) Kitchen

Lounge Cellar

and facilities to be used

4 Users Fee £

Less deposit received £

Balance £

5 The PCC's authorised officials are:

B THE USER agrees to observe and perform the provisions and stipulations contained or referred to in the PCC's Conditions of Use for the time being in force and as annexed hereto, and in the General Rules governing the use of Baxenden St. John Church.

6 User

Organisation (if applicable)

Name of individual user or organisation's authorised representative:

Address

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Telephone No.

Email Address

ST. JOHN'S PAROCHIAL CHURCH COUNCIL

CONDITIONS OF USE OF ST. JOHN'S CHURCH BAXENDEN

1 THE GROUP LEADER shall pay as a deposit one half of the cost of his or her booking. Such deposit shall normally only be refundable to the user in the event of the PCC cancelling the booking in pursuance of Rule 2 c.

2 THE GROUP LEADER shall pay the balance of fees before the conclusion of the booking, as may be directed by the PCC's authorised representative. If the user wishes to cancel the booking and the PCC is unable to conclude a replacement booking, the question of the repayment of fees (less the deposit) shall be in the discretion of the PCC. In the event of the PCC cancelling the booking in accordance with rule 2 c, all fees (including the deposit) paid by the user shall be refunded to him/her.

3 THE GROUP LEADER shall ensure that the General Rules governing the use of the Church as supplied to him/her, are complied with and agree to respect the Christian ethos of St. John's church and ministry and throughout the course of the booking shall not undertake any religious practice or education that might oppose or undermine this. If there is any uncertainty the group leader shall contact the Vicar, Churchwardens or Booking Secretary.

4 THE GROUP LEADER If formally using the kitchen please do use any crockery, cutlery, or any other equipment belonging to the Church but please ensure that items are properly cleaned and put away. Please be aware that breakages must be paid for.

5 THE GROUP LEADER shall, during the period of use, be responsible for supervision of the premises, protection of the fabric and contents, safety from damage however slight, or change of any sort, and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car-parking arrangements so as to avoid obstruction of the highway. No loud music is aloud outside the Church.

6 THE GROUP LEADER shall be responsible for obtaining any licences necessary in connection with the booking, other than those already held by the PCC.

7 THE GROUP LEADER shall be responsible for making arrangements to insure against any third party claims which may lie against his/her organisation whilst using the Church. (The PCC is insured against any claims arising out of its own negligence.)

8 THE GROUP LEADER shall be responsible for the observance of all regulations appertaining to the premises stipulated by the Licensing Justices, the Fire Authority in accordance with Rule 5, Hyndburn Borough Council or otherwise.

9 THE GROUP LEADER shall not sub-hire or use the premises for any unlawful purpose or in any unlawful way nor do anything or bring on to the premises anything which may endanger the premises, their users, or any insurance policies relating thereto.

10 THE GROUP LEADER shall indemnify the PCC for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the building during as a result of a booking and shall leave the Church in the state of cleanliness that he/she found it, namely; swept, cleaned and with all furniture stacked or returned as appropriate.

11 THE GROUP LEADER unless otherwise booked shall have no access to the top area (chancel), balcony or the parish office.

12 THE GROUP LEADER shall not make any copies of any keys relating to any part of the Church. Any infringement will result in a cancellation of the booking and loss of the key deposit.

13 THE GROUP LEADER shall observe and perform the provisions and stipulations contained or referred to in the General Rules governing the use of St. John's Church Baxenden.

14 THE GROUP LEADER shall inform the booking secretary of any change of hirer/user and accept that a new application will need to be made for any long term/repeat bookings.

15 THE GROUP LEADER may have their period of hire terminated by the PCC's authorised representative in consultation with the Vicar and Churchwardens at any time should either the purpose of hire differ from that stated in paragraph 1 of the Using Agreement or the user contravenes the Conditions of Use or contravenes the General Rules governing the use of St. John's Church Baxenden.

AS WITNESS the hands of the parties hereto:

Signed by the person named in paragraph 5 of the Using Agreement, on behalf of the PCC

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Signed by the person named in paragraph 6 of the Using Agreement, on behalf of the hiring organisation

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