Template booking form for use of premises for Christian worship

Dated: _____ 20__ *(insert the date by hand once the agreement is signed by both parties)*

Parties

(1) The managing trustees named in clause 1.1 below (**Managing Trustees**)

1.1 The person(s) or organisation named in clause 1.2 below (**Hirer**)

AGREE AS FOLLOWS:

1. In consideration of the Hire Fee described in clause 1.3 below and **s**ubject to the Hirer's obligations under clauses 2 and 4, the Managing Trustees permit the Hirer to use the Premises described in clause 1.4 below for the purposes of the Event described in clause 1.5 below for the Hire Period described in clause 1.6 below.

1.1 The **Managing Trustees** are:

_____(*full name of first authorised Managing Trustee);* and

_____ *(full name of second authorised Managing Trustee)*

for themselves and others the members (or such of the members as have attained full age) of the

[Church Council] OR [Circuit Meeting] of _____ *(name of Church Council or Circuit Meeting – insert the registered name and number if the managing trustee body is a registered charity)*

care of _____(*contact address)*

which expression shall include their successors from time to time ascertained in accordance with the provisions of Part II Schedule 2 to the Methodist Church Act 1976.

Telephone Number: _____

Email address: _____

1.2 The **Hirer** is:

_____ of _____(*full name and address)* and

_____ of _____(*full name and address)*

as representative(s) of _____ *(name of Christian church or congregation hiring the Premises)* of _____ *(name of denomination or network if applicable)*

Telephone Number: _____

Email address: _____

1.3 The **Hire Fee** is: £ per hour

£ in total

1.4 The **Premises** are: _____

_____

(description of room(s) to be hired)

1.5 The **Event** is: …….. *(please state e.g. "[description] service of the [name of Christian church or congregation]" or" annual meeting of the [name of Christian church or congregation]"*)

1.6 The times of hire (**Hire Period**) are:

Date: _____ 20____

From: _____ am/pm until _____ am/pm

(please include sufficient time for preparation and clearing up)

2. The Hirer agrees to observe and perform the conditions provisions and stipulations contained or referred to in the Standard Conditions of Hire and any Special Conditions of Hire set out in Schedules 1 and 2.

3. The Hirer and the Managing Trustees agree and declare that the terms defined in clause 1.1 to 1.6 above have the meanings stated in those sub-clauses when used in the Standard Conditions of Hire and any Special Conditions of Hire. The following terms used in the Standard Conditions of Hire have the meanings set out below:

3.1 **Agreement:** this agreement, the Standard Conditions of Hire and any Special Conditions of Hire.

3.2 **Building:** the land and building of which the Premises form part including any Facilities.

3.3 **Cautionary Deposit**:[1] £

3.4 **Deposit**: £ *(being at least one third of the Hire Fee)*

3.5 **Facilities**: the following facilities in or upon the Building that can be used by the Hirer during the Hire Period:

	Please tick if facilities available for use
toilets	
washroom	
kitchen	
other	**……** (*describe any other facilities the Hirer can use)*

3.6 **Model Trusts:** the model trusts for the time being contained in Part III of Schedule 2 to the Methodist Church Act 1976

[1] Such sum is paid by the Hirer to cover the cost of repair or replacement if any damage or breakages occur during or as a result of the Event. This sum of money is then refunded or retained under standard condition 1.3 at the Managing Trustees' absolute discretion.

3.7 **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 Hirer's use of the Premises and the Event and is available online (www.tmcp.org.uk/about/data-protection/managing-trustees-privacy-notice), at the Building or via the Managing Trustees direct.

3.8 **Safeguarding Policy**: the safeguarding policy of the _____ Methodist Church

3.9 **Environmental Commitment:** The environmentally conscious practices adopted by the Managing Trustees for the Building and set out in the Annex or otherwise notified to you on the date of this agreement.

4. The Hirer agrees with the Managing Trustees to be present (or to procure that its authorised representative is present in the case of an organisation) during the Hire Period to supervise the Event and to ensure full compliance with the terms of this agreement.

SIGNED by: _____
(Managing Trustee)

SIGNED by: _____
(Managing Trustee)

SIGNED by: _____
(Hirer)

SIGNED by: _____
(Hirer)

Whilst this document reflects Methodist best practice and complies with Methodist Standing Orders, this document is general in nature, may not reflect all recent legal developments and may not apply to the specific facts and circumstances of any particular matter.
Also note that nothing within the documents and guidance notes provided by TMCP nor any receipt or use of such information, should be construed or relied on as advertising or soliciting to provide any legal services. Nor does it create any solicitor-client relationship or provide any legal representation, advice or opinion whatsoever on behalf of TMCP or its employees.
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Please remember that Managing Trustees need to take advice that is specific to the situation at hand. This document is not legal advice and is no substitute for such advice from Managing Trustees' own legal advisers.

Schedule 1

Standard Conditions of Hire

1. PAYMENT OF THE DEPOSIT, CAUTIONARY DEPOSIT AND HIRE FEE

1.1 The Hirer shall pay to the Managing Trustees the Deposit on the date of the Agreement.

1.2 The Hirer shall pay to the Managing Trustees the balance of the Hire Fee, payable without any deduction, and the Cautionary Deposit, no later than the start of the Hire Period or such earlier date as may be stated in the Special Conditions of Hire (if any).

1.3 The Managing Trustees will refund the Cautionary Deposit within 14 days of the end of the Hire Period unless the Managing Trustees, acting in their absolute discretion, have reason to retain some or all of the Cautionary Deposit, such amount to be determined by the Managing Trustees, because of any damage or loss having been caused to the Premises or its contents or any complaints having been made to the Managing Trustees about noise or other disturbance during Hire Period or as a result of the Event.

2. REPAIR, CONDITION, DAMAGE AND LEAVING THE PREMISES

2.1 The Hirer shall:

(a) leave the Premises clean, tidy and clear of rubbish at the end of the Hire Period;

(b) not 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 from time to time; and shall

(c) not obstruct any other areas of the Building, make them dirty or untidy or leave any rubbish on them.

3. USE OF THE PREMISES

3.1 The Hirer shall not use the Premises other than for the purposes of the Event.

3.2 The Hirer shall not allow betting or gambling in any form nor use the Premises for the supply, sale, or consumption of alcoholic beverages except as permitted under condition 3.6 nor for any other purposes contrary to the Standing Orders of the Methodist Conference.

3.3 The Hirer shall not 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 other tenants or occupiers of the Building or any owner or occupier of neighbouring property.

3.4 The Hirer shall not allow any animals (including birds) onto the Building (except guide dogs, hearing dogs or recognised assistance dogs) without the written approval of the Managing Trustees.

3.5 The Hirer shall not do or say or permit to be done or said on the Premises anything that would offend, deny or repudiate the doctrinal standards of the Methodist Church.

3.6 Notwithstanding condition 3.2, the use of alcoholic wine at communion is permitted in accordance with Standing Order 922(4) of the Methodist Conference.

4. ALTERATIONS

4.1 The Hirer shall not make any alteration or addition whatsoever to the Premises.

4.2 The Hirer shall not display fix or attach to the Premises in any way (or elsewhere in the Building) any decoration, advertisement, flag, banner, placard, poster, sign, notice or other article without the prior written approval of the Managing Trustees.

4.3 Unless the Managing Trustees ask for it to be left in place, any article(s) approved by the Managing Trustees under condition 4.2 must be removed by the Hirer at the end of the Hire Period and any damage caused by such removal must be made good to the satisfaction of the Managing Trustees.

5. COMPLIANCE WITH RULES AND REGULATIONS

5.1 The Hirer shall not 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.

5.2 The Hirer shall 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.

5.3 The Hirer shall observe any rules and regulations the Managing Trustees make and notify to the Hirer regarding the Hirer's use of the Premises and any Facilities or other parts of the Building pursuant to the Agreement.

6. PUBLIC SAFETY

6.1 The Hirer shall comply with all conditions and regulations made in respect of the Premises by any regulatory bodies including but not limited to the Fire Authority, Local Authority or the Licensing Authority.

6.2 The Hirer acknowledges that they have been notified of the following matters by the Managing Trustees or received or been shown appropriate notices or instructions on or in relation to:

(a) the action to be taken in event of fire including the need to call the Fire Brigade and how to evacuate the Premises;

(b) the location and use of fire equipment; and

(c) the escape routes from the Premises and the need to keep them clear.

6.3 The Hirer shall:

(a) keep all means of exit from the Premises free from obstruction and immediately available for exit in the case of emergency;

(b) ensure that the Fire Brigade are called to any outbreak of fire, however minor;

(c) inform the Managing Trustees of any outbreak of fire, however minor, as soon as possible;

(d) observe all relevant food health and hygiene legislation and regulations in relation to the preparation and serving of any food;

(e) comply with the provisions of any relevant health and safety policies and ensure that those using the Premises are aware of such policies;

(f) ensure that any electrical appliances brought onto the Premises by the Hirer are safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989;

(g) report all accidents involving injury to the public to one of the Managing Trustees as soon as possible and complete the appropriate accident book;

(h) not bring any highly flammable substances onto the Premises;

(i) not put up any decorations near light fittings or heaters; and shall

(j) not bring onto the Premises (or use) any heating appliances without the consent of the Managing Trustees.

7. INSURANCE AND INDEMNITY

7.1 The Hirer shall not do anything that will or might invalidate in whole or in part any insurance effected by the Managing Trustees in respect of the Building.

7.2 The Hirer shall 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) the use of the Premises by the Hirer;

(ii) any breach of the Agreement; and/or

(iii) the cost of repairs to any damage done to any part of the Premises or Building.

7.3 Unless the Managing Trustees otherwise agree, the Hirer shall take out adequate insurance in respect of the liability of the Hirer under condition 7.2 and at the request of the Managing Trustees shall produce to the Managing Trustees evidence of such policy and of the payment of the premiums for it.

8. SAFEGUARDING

The Hirer confirms that the Hirer has received a 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.

9. LICENCES

If any licences are required in respect of any activity to be carried out at the Premises in relation to the use of the Premises by the Hirer, the Hirer shall ensure that they hold the relevant licence unless a relevant licence is already held by the Managing Trustees.

10. NO RIGHTS

10.1 The Hirer acknowledges that:

(a) the Agreement confers permission to use the Premises only and creates no relationship of landlord and tenant between the Managing Trustees and the Hirer or any other rights of occupation;

(b) the Managing Trustees retain control, possession and management of the Premises and the Hirer has no right to exclude the Managing Trustees from the Premises.

11. CANCELLATION

11.1 The Managing Trustees shall be entitled at any time on giving not less than 7 days' written notice to the Hirer to cancel the hiring of the Premises if the Managing Trustees reasonably believe that:

(a) the consent required under paragraph 14(2A) of the Model Trusts for use of the Premises by the Hirer for the Event will not be in place by the start of the Hire Period;

(b) the hire will involve anything being done or said so as to offend, deny or repudiate the doctrinal standards of the Methodist Church;

(c) the hire will otherwise be in breach of the Constitutional Practice and Discipline of the Methodist Church;

(d) any unlawful or inappropriate activities would take place on the Premises as a result of the hire; or

(e) the Premises have become unfit for use by the Hirer.

11.2 In the event of cancellation by the Managing Trustees under condition 11.1, the Hirer shall be entitled to a refund of the Deposit and any Cautionary Deposit already paid. The Managing Trustees shall not be liable to the Hirer for any direct or indirect loss or damages whatsoever.

11.3 If the Hirer wishes to cancel the booking before the start of the Hire Period the Hirer should give as much notice to the Managing Trustees as possible and in any event not less than 14 days' notice. The Hirer shall have no right to a refund of the Deposit.

11.4 If the Hirer cancels the booking within 14 days of the date of the Event and the Managing Trustees are unable to conclude a replacement booking, the question of the payment or the repayment of the Hire Fee shall be at the absolute discretion of the Managing Trustees.

12. END OF HIRE

12.1 At the end of the Hire Period the Hirer shall ensure that:

(a) the Premises are left in a clean and tidy condition;

(b) the Premises and all windows are properly locked and secured;

(c) all keys are left in such place or with such person as shall be specified by the Managing Trustees;

(d) any items moved from their usual position during the Period of Hire shall be repositioned in their original places to the reasonable satisfaction of the Managing Trustees;

(e) the lights at the Premises, and the rest of the Building if appropriate, are turned off;

(f) any heating at the Premises is turned off unless otherwise directed by the Managing Trustees; and

(g) all equipment goods and/or other property belonging to the Hirer is removed from the Premises and/or the Building.

12.2 If the provisions of condition 12.1 are not fulfilled, the Managing Trustees shall be at liberty to use the Cautionary Deposit to make good any default.

12.3 Any equipment goods and/or other property belonging to the Hirer and left at the Premises and/or Building at the end of the Hire Period is at the sole risk of the Hirer. If any such items are not removed within 7 days of the end of the Hire Period the Managing Trustees shall be at liberty to dispose of any such items and any costs of disposal will be borne by the Hirer. The Managing Trustees will not owe the Hirer any responsibility for the Hirer's property, any damage to such property or the proceeds arising from any sale.

13. LIMITATION OF MANAGING TRUSTEES' LIABILITY

13.1 Subject to clause 13.2, the Managing Trustees are not liable for:

(a) the death of, or injury to the Hirer, its employees, customers or invitees to the Premises; or

(b) damage to any property of the Hirer or that of the Hirer'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 due to the use of the Premises by the Hirer or the Hirer's employees, customers or other invitees.

13.2 Nothing in clause 13.1 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.

14. DATA PROTECTION

The Managing Trustees care about the Hirer's privacy and the Hirer's trust is important to the Church. The Privacy Notice available online (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 Hirer'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 Hirer with a PDF or hardcopy of the Privacy Notice on request and will try to deal with any questions that the Hirer may have about the Privacy Notice including any accessibility issues.

15. ENVIRONMENTAL COMMITMENT

The Hirer confirms that the Hirer is aware of the Environmental Commitment and will adopt the environmentally conscious practices in the Environmental Commitment to reduce energy use and associated carbon emissions at the Building during the Hire Period.

16. THIRD PARTY RIGHTS

A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

17. GOVERNING LAW

The Agreement 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.

18. 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 the Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 2

Special Conditions of Hire

(Please set out any additional conditions that the Managing Trustees want to impose in respect of bookings due to the particular premises being hired i.e. noise, local arrangements regarding keys, rubbish and recycling disposal etc.)

1.

2.

3.

ANNEX

MODEL ENVIRONMENTAL COMMITMENT

The Methodist Church is committed to reducing carbon emissions across all its chapels and other buildings to promote climate justice.

To reduce energy use at the Building and associated carbon emissions, the following eco-conscious practices shall be followed:

- Switch off lights and appliances when not in use
- Minimise use of single-use plastics and disposable items
- Use recycling and waste bins responsibly, including compost bins (if provided)
- Avoid unnecessary printing or paper waste
- Use local, fair-trade, or plant-based refreshments where possible
- Encourage attendees to travel by walking, cycling, or public transport
- Notify the Managing Trustees if an event involves significant energy or material use
- Report any concerns about the heating system, damp or draughts to the Managing Trustees