Introduction

This document describes the terms and conditions for hiring rooms from Altrincham Baptist Church at The Hub or at Hale Road.
Altrincham Baptist Church is a registered charity, number 1130343.
The Hub is situated on Pownall Road and is operated in partnership between Trafford Council and Altrincham Baptist Church. The Hub is offered primarily as a facility for the people of Trafford and its rooms and facilities can be hired on a self-managed basis subject to availability and the conditions of hire detailed below.
Hale Road is the church building of Altrincham Baptist Church located on the corner of Hale Road and Byrom Street.

Summary

Full Terms and conditions are detailed below and when hiring The Hub/ Hale Road you are bound by these, in summary these are -

- You are responsible for taking proper care of the building during the hire and for leaving it in at least the same condition as on your arrival.
- You are responsible for your activity and the safety of your guests/members.
- You are responsible for ensuring compliance with any legal constraints which apply to your activity.
- The Hub/Hale Road are shared facilities consequently you are responsible for ensuring that your use of the building does not inconvenience users of other parts of the building.
- The Hub/Hale Road are in a residential area, you are responsible for ensuring that your guests do not inconvenience the local community particularly in relation to noise.

Conditions of Hire

1. Hiring Rooms

Requests to hire rooms at the Hub must be made in advance either through the Hub Website or by contacting the Admin Team. The Admin Team can be contacted by e-mail on info@ourhub.org or by telephone during office hours 0161-941 2018. Requests to hire rooms at Hale Road cannot currently be made through the website. Enquiries can be made by telephone or email as above.

a. If availability is confirmed for your requested date & time a provisional booking will be made; provisional bookings are held for 7 days during which time a £100 damage deposit must be paid to secure your booking. The damage deposit will be re-paid in full after the event subject to the building having been left in reasonable condition. Cheques to cover the deposit will not be cashed unless you default on the terms and conditions.
   For bookings with a duration of 5 consecutive days and above a deposit of 25% of the hire costs must be paid to secure the booking. These deposits will be banked and are fully refundable upto 1 month before the event.
b. Hire of a room(s) in the Hub/Hale Road includes use of tables, chairs, cups, glasses, cutlery, plates, kettle(s) and urn. Any damages or breakages must be paid for in full. Additional

lighting, AV equipment and Soft Play (The Hub only) are available on request for an additional charge. Car parking space(s) at the Hub are subject to availability and available on a first-come, first-served basis and only during Hiring Periods unless specifically stated otherwise. There is no parking provision at Hale Road. Limited street parking is available around the church, although not in Byrom Street; a Pay & Display Car Park is located nearby in Brown Street.

c. The buildings are self-managed facilities consequently the hirer must agree a mutually convenient time, during office hours to attend an induction session at which they will be given the necessary information to access and use the building. This may not be essential for bookings wholly within Office hours; this will be confirmed when accepting your deposit.
d. No animals are allowed in the building except by prior agreement with the exception of assistance animals which are permitted.
e. For one off events the fee is payable before the date of the booked event (unless agreed with you in writing otherwise) and will normally be taken at the induction session.
f. Recurring bookings (at least monthly) are paid for monthly in arrears due within 21 days of the invoice being issued.
g. Any chargeable VAT must be paid by the hirer.
h. When booking rooms it is your responsibility to ensure that the facility is fit for purpose and can be used without breaching any law or other requirements which applies to your activity.
   We do not warrant that the buildings or any part of them is fit for purpose for your activity

2. For the duration of the hire it is the hirer's responsibility:-

a. To make reasonable endeavours to minimise noise made on arrival and departure from the building and its room(s).
b. To control access to the building and ensure that you only allow access to members of your group. If another group is using the building at the same time they will be responsible for the access of their group.
c. Take reasonable steps not to damage any part of the building or anything in or on it and, if any such damage is caused, to put it right as quickly as possible to our reasonable satisfaction at the expense of the hirer or (at our option) to indemnify us against the cost of making good the damage;
d. To be aware of the location and use of fire equipment, escape routes, methods of operating escape door fastenings and must ensure that all fire exits are unlocked and escape routes are free of obstruction during the Hiring Period and can be safely used, that fire doors are not wedged open and that there are no obvious fire hazards;
e. To provide appropriate first aid facilities for your activities; for formal sporting activates you must ensure that a certified First Aider is in attendance.
f. Not to do anything which causes nuisance, annoyance, damage, loss or inconvenience to anyone and to have proper regard to and respect for all local residents;
g. Not to alter or add to any part of The Hub/Hale Road;
h. Not to put up any sign, notice or advertisement without our consent;
i. Not to sub-let, charge, part with or share the possession or occupation or assign the whole or any part of your interest in the room(s) or the additional facilities.
j. Not to use the room(s) otherwise than for the booked activity and not to use the additional facilities other than for their intended purpose.
k. To maintain adequate control, supervision and orderly conduct of the Room(s) and those within them during the Hiring Period;

l. Not to permit more than a reasonable number of people to use the room(s), having due regard for safety at all times and in any event must not permit any maximum number of people notified to you by us from time to time in any room(s);
m. Alcohol may be served at The Hub/Hale Road however you are responsible for ensuring that this is managed by a responsible adult and that consumption is within the constraints of the relevant laws.
n. The Hub/Hale Road is not a licensed premise as such alcohol may not be sold at either venue except by prior written agreement. If the sale of alcohol is agreed between us, you must obtain all necessary licences and must comply with all the relevant Laws in doing so, all alcohol must be consumed on the premises, consumption must be properly supervised, a responsible person must be present at the main entrance to the door of The Hub/Hale Road and no alcohol may be served to any person under the age of 18 years;
o. you must not allow smoking or the consumption of drugs or any illegal substances at the Hub/Hale Road;
p. To comply with such regulations as we may from time to time make for the conduct, management and/or use of The Hub/Hale Road or any part(s) of it ;
q. To comply with all Laws which affect the Room(s) during the Hiring Period and/or the employment of people in the Room(s) and any other Laws which affect The Hub/Hale Road and which apply to you or persons authorised by you to use the Room(s) including the following:
    a. i. any electrical appliances brought by you into the Hub must be safe, in good working order and used in a safe manner and properly tested in accordance with all relevant regulations;
    b. ii. you must ensure that highly flammable substances are not brought into or used and that no internal decorations of a combustible nature are erected without our consent and in any event no decorations must be put up near light fittings or heating;
    c. iii. both you and anyone you employ must comply in all respects with all Laws relating to health, safety, discrimination, equality and employment and all other similar Laws;
    d. iv. you must ensure that nothing is done in contravention of Laws relating to gaming, betting or lotteries and you must ensure that the Room(s) are not used for such activities.

3. Use of Kitchens

a. if you are permitted to use any kitchen you do not have exclusive use (unless otherwise agreed); you must co-operate with others using it at the same time in a reasonable manner.
b. Food Hygiene - if you prepare, serve or sell food as part of the activities, you are solely responsible for observing all relevant food, health and hygiene regulations including the Food Safety Act 1990 and the Food Hygiene Regulations 2006.

4. Activities involving Children

a. Children's Parties at The Hub (not available at Hale Road)
    i. Children's parties can be booked up to 12 weeks in advance.
    ii. The Hub is normally only available for parties for children up to the age of 12.
    iii. The Minimum hire for a children's party is 3 hours (including set-up & clear up time).
    iv. The soft play (available at an extra charge) is only suitable for under 5's and must be supervised at all times while in use.

b. All organisations inviting children into the Hub, including charities, are expected to comply with the government inter-agency statutory guidance Working together to safeguard children
c. Organisations working with children will be required to provide the following when confirming a booking
    i. Child Protection Policy
    ii. A Current DBS for at least one person who will be in attendance at the event

5. At the end of the Hiring Period it is the hirer's responsibility to:-

a. Leave the Room(s) and the Additional Facilities (see Glossary for definition) in at least the same state of repair and condition as they were before that Hiring Period;
b. To leave all our equipment in the position it was at the beginning of the Hiring Period;
c. To remove everything that you have installed or brought into The Hub/Hale Road from the building (exceptionally equipment may be left in pre-agreed storage).
d. Ensure that all rubbish is removed from the Room(s) and properly disposed of and that the Room(s) and Additional Facilities are clean and tidy;
e. Ensure that all lights are turned out in the Room(s) and all windows properly secured;
f. If no other persons are then in the building, to ensure that all lights are turned out, doors and windows properly secured and the alarm system set;
g. If (at our discretion) we incur additional cost to rectify issues resulting from your failure to adhere to the terms and conditions of hire, you are responsible for meeting these costs in full.
h. If the Fee or any other sums due under this agreement are unpaid by 7 days after their due date, to pay to us on demand Interest on them from and including the due date for payment, whether or not there is a formal demand for payment.

6. Insurance & Risk

a. You are responsible for all liabilities arising from your activity.
For formal groups/organisations we recommend that you hold your own insurance to cover liabilities arising from your activities and maintain adequate third party public liability insurance to our satisfaction. We recommend a minimum of £5,000,000.
For private hires we suggest that you check your home contents insurance as this may provide adequate public liability insurance in the unlikely case that the need arises (a buildings only policy would not provide the cover for you).
We have no risk or Liability in respect of any equipment or other materials brought into the building by you or on your behalf.
b. You will not do anything which invalidates any insurance policy for The Hub/Hale Road or increases any insurance premiums we or our landlord (in respect of The Hub) may have to pay.
c. You must indemnify us against all Liability in respect of any damage to, loss, theft or removal of property at The Hub/Hale Road belonging to any person during any Hiring Period and also against any loss or damage suffered or sustained by anyone in consequence of the death or injury of anyone or against any death or injury itself during the Hiring Period in connection with any activity you carry out or permit or misuse by you or in any way connected with the Activities or otherwise.

7. Miscellaneous Provisions

a. The rules about serving notices in Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) apply to any notice given under this Agreement

and in addition, any notice given to you by us will be validly served on you if it is left at or delivered or served at an address specified in the booking system (save for our address) or (if you are a company or limited liability partnership) your registered office or (if you are a charity) at any address specified for you and held by the Charity Commission.

b. You acknowledge that you have not entered into this Agreement relying on any statement made by or on our behalf unless set out in this Agreement.
c. This Agreement embodies the entire understanding of the parties to it.
d. This Agreement does not:
    - give you any right of exclusive possession of the Room(s); or
    - create any relationship of landlord and tenant between us and you.
e. We reserve the right to alter or modify this Agreement or to impose other conditions in any particular case including the changing of rooms (including between our two buildings) or alterations to the hiring period if deemed necessary but will seek always to act in a reasonable manner.
f. We may cancel booking at any time but if we do so, we will give you a refund of the Fee unless the cancellation is due in whole or in part to matters beyond our control.
g. We are not liable for any loss or damage caused by any interruption in or failure to provide any part of the building or any Additional Facilities where such failure is due to circumstances in whole or in part beyond our control.
h. You acknowledge that this agreement is with a Christian church and will ensure that everything you do or permit does not prejudice or go against the ethos of The Hub as a part of Altrincham Baptist Church. You shall not do or permit anything to be done which in our opinion is incompatible with our understanding of the Christian faith. To the extent that this clause is void, invalid or unenforceable under any Law from time to time, it shall be re-interpreted so far as necessary to make it valid and fully enforceable.
i. Any person(s) from time to time at The Hub/Hale Road at your invitation and anyone who is an authorised representative of you or who you permit to enter the building or Room(s) is for all purposes of this Agreement deemed to be within your control and your full responsibility as if they were you.
j. We may refuse admission to or remove from The Hub/Hale Road any person without stating any reason for that removal and are not obliged to pay any refund or compensation arising from the exclusion.
k. The formal lease for The Hub/deeds of Hale Road are held by the North West Baptist Association/Baptist Union Corporation on our behalf. All or any of your obligations under this agreement may be enforced against you by the North West Baptist Association/Baptist Union Corporation as if they were us.
l. If you fail to remove any of your equipment or other goods from The Hub/Hale Road at the end of the hiring period (unless we have agreed in writing with you that you may store items pursuant to clause 5 (c) of this agreement) we may dispose of such items by sale or otherwise on such terms and conditions as we see fit and charge you any incurred cost associated with this.

8. Termination

We may terminate this agreement by giving at least 7 days' notice (or sooner in the case of urgency) to you in any of the following events

a. You are unable to meet your debts (as defined in the Insolvency Act 1986)
b. The fee or other sum due to us is not paid on its due date (whether or not we make a formal demand for payment)

c. You are in breach of any of your obligations in this agreement and fail to remedy the breach having been given 5 days notice to do so (if the breach is capable of remedy)
d. We incur any tax liability which we would not otherwise have incurred but for this Agreement
e. We discover or are made aware that the activity are unsuitable or not compatible with the ethos of the church or in some way reflects poorly on us.

Glossary of Terms

Reasonable Condition – This means at least the condition in which you found the building or equipment and includes any make good activities that can be completed without specialist equipment.

Additional Facilities – This is any service or equipment provided by The Hub/Hale Road over and above the standard Facilities listed in 1(b)