Latchcourt Limited Standard Conditions of Hire

Latchcourt Limited is the room hire business and a solely owned subsidiary of American International Church. The American International Church is a registered charity in England and Wales, and affiliated with the United Reformed Church. Our community works to be inclusive, accessible and open to all, and we welcome people of all faiths and no faith without exception or condition.

There is usually someone available at the church office from 09.00 am to 17.00 pm from Monday to Saturday to address any questions that may arise. To view the facilities or for further enquiries you must contact the Business Manager during weekday business hours.

We are glad to welcome your organization to our facilities, and ask you to abide by the following terms and conditions.

Payment

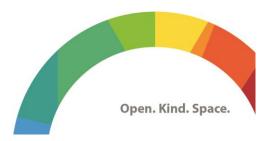
- 1. The Hirer is responsible for payment of the agreed Hiring Fee. The Hiring Fee is inclusive of charges for heating, lighting and water. The Church reserves the right to make a surcharge on agreed rates if use exceeds normal demands due to high-wattage equipment. This is at the discretion of the Business Manager.
- 2. Payment of the Hiring Fee is due at the time of booking and 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. Failure to pay the Hiring Fees in accordance with these conditions may result in immediate termination of this Agreement and access to the Room(s) and Premises being denied.
- 3. A non-refundable deposit of 50GBP will hold a booking for 48 hours, which can be extended at the Business Manager's discretion. The full balance is payable before beginning the session. In the event of a cancellation, deposits are non-refundable, without exception. Credit card payments are accepted for Visa or Mastercard.

Use of the Room(s) and Premises

- **4.** 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.
- 5. Spaces are available for separate daytime and evening bookings from 09.00 to 17.00 hours and from 18.00 to 21.45 hours Monday to Friday. Saturdays are available from 09.00 to 17.00 hours. Times can be flexible at the discretion of the Business Manager. Exclusive hire only means props and staging can be left in situ, but bookings must still adhere to the 09-17:00hrs unless agreed in writing with the Business Manager. We are closed for business on Sundays. When reserving space in the church building, please include in your schedule the full time required for room preparation, and cleaning at the end of the rental. If there are any special requirements for chairs and tables, please consult the Business Manager well in advance.
- **6.** Unless otherwise arranged, Hirers must stick rigidly to the studio session times booked. Any overtime will be charged at our overtime rate.

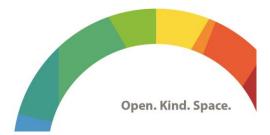
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- 7. Please liaise with Reception or the Business Manager about deliveries/collections. Items will not be accepted prior to a booking or without notice. Please arrange for a representative, or representatives, from your organization to meet the delivery during your booking. Church staff will not accept deliveries on behalf of other companies.
- 8. All equipment and other articles belonging to the Hirer are to be removed from the Room(s) and the Premises at the end of each period or hire. 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 as is arranged with the Business Manager. 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 in any way which may obstruct entrances and exits, or be a hazard to users of the Premises.
- 9. The Hirers are responsible for giving directions to the church building and the specific room booked. Please ensure that all attendees for castings and auditions know the production name and the company for their visit. No signage outside the building will be permitted.
- 10. There is no parking on church premises. Several car parks are nearby, for example in <u>Carburton Street</u>.
- 11. 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.
- 12. The Hirer is responsible for leaving the Room(s) and the Premises in general, including the corridors, kitchen and toilets, in a clean and tidy state and condition after each period of use. Under no circumstances should any furniture or other items be left in corridors or exit ways. Any damage to equipment or breakages will be chargeable to the client. If this means the space cannot be used until it is cleaned or repaired, lost hours will be charged to the Hirer in full.
- **13.** Rooms are operated on a dry-hire basis; there is no technical assistance included in rates. Help is available in Reception for accepting deliveries, printing and offering extension leads or other small matters. Charges may apply.
- **14.** All waste food from the Hirer's event must be removed from the Premises by the Hirer. Other rubbish must be securely bagged (having been sorted in accordance with any requirement of the local authority) and rubbish bags placed in appropriate refuse bins.
- **15**. Groups may arrange for their own catering and should discuss their needs with the Business Manager prior to booking.
- **16.** No nails, bolts, screws, tacks, pins or other like objects may be driven into any part of the Premises. Tape and 'Blu-Tack' should not be used. Notices or posters may only be put on the notice boards not on walls or doors or attached via 'White-Tack.'
- **17.** Assistance dogs are always permitted on the premises. Any other animals are only allowed at the Business Manager's discretion and provided that they are covered by the Hirer's insurance.
- **18.** The Hirer shall be responsible for obtaining any local authority or other licences necessary in connection with the booking, other than those (if any) already held by the Church.



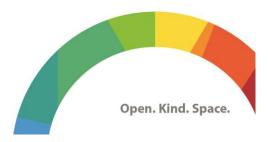


- **19.** The Hirer shall be responsible for the observance of all regulations affecting the Premises imposed by the Licensing Justices, the Fire Authority and the Local Authority or otherwise.
- **20.** The Hirer shall not sub-let or use the Premises for any unlawful purpose or in any unlawful way or do anything or bring onto the Premises anything which may endanger the Premises, their users, or any insurance policies relating thereto.
- 21. 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. No electrical or other potentially dangerous articles may be sold on the Premises.
- 22. The entire Premises are a no smoking/vaping area and the Hirer undertakes to make every effort to ensure that all persons attending the Hirer's events comply with this restriction. Rare exceptions can be made for smoking/vaping onsite for rehearsal purposes or in a designated outdoor area at the discretion of the Business Manager.
- 23. 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.
- **24.** The Hirer shall during the period of hiring be responsible for supervision and security of the Room(s) and the Premises, protection of the fabric and contents from damage, and the behaviour of all persons using the Room(s) and Premises.
- **25.** Behaviour that is violent, harassing or disrespectful will not be tolerated. Abusive or derogatory language is not acceptable.
- **26.** No part of the Premises or the Building or its environs shall be used for propaganda against the Christian Gospel or the Christian Churches in general or the United Reformed Church in particular.
- 27. The Hirer shall ensure that the Additional Rules (if any) governing the use of the Room(s) and the Premises are complied with.

Safety

- 28. 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. The Business Manager can request a copy of the risk assessment to be provided at any time.
- 29. Fire, first aid 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 without prior authorization by the Business Manager. Any use of such equipment must be reported so that it can be replaced.
- **30.** Fire Exits and escape routes must not be obstructed at any time. Furniture, bicycles or equipment must be kept within the room hired.
- **31.** 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.





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- **32.** 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 those persons with reduced mobility. Please note that there is no step-free access to the building, so access for wheelchair users is severely impaired. 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. The Competent Person should ensure all personnel leave the building, and report to the Fire Marshall (usually the Receptionist) that evacuation is complete.
- **33.** A register of attendees should be kept by a nominated individual to record the name and time of entry and exit from the hired space. A copy should be provided to Reception. In the event of fire, emergency or request from authorities, the register must be given to the Business Manager.
- **34.** The provision of adequate first aid facilities, including trained personnel is the responsibility of the Hirer. Emergency first aid kits are available on the ground floor in the office and Upper Vestibule, on the lower ground floor outside the Soup Kitchen and in the Production Office, and on the first floor outside the Conference Room. An AED unit is available in the lower ground corridor outside the Soup Kitchen. Hirers should note that there are no telephones for use by the public and should, therefore, ensure they have a mobile phone with them in case of emergency.
- **35.** 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 such equipment must be removed at the end of the hire.
- **36.** The Hirer must ensure that all entrance doors to the Building are securely shut and locked at all times.
- **37**. For the safety and security of all users and for crime prevention, the building has CCTV protection. Images are recorded, in compliance with our GDPR policy.
- **38.** Due to the location of the church and the difficulty of monitoring all comings and goings, Hirers and guests are cautioned about leaving belongings unattended. We cannot accept responsibility for lost, damaged or stolen property.
- **39.** The Hirer is reminded that they are responsible for any accident or injury arising out of the activity for which they have hired the Room(s). It is the responsibility of the Hirer to ensure that the Room(s) 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 at Reception.

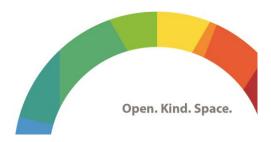
Safeguarding

40. To protect children under 18-years-of-age or adults-at-risk, the hirer will be required to have a safeguarding policy, based on government guidelines. If the hirer does not have a policy, they must abide by the safeguarding policy of the American International Church. A copy of this policy will be provided and is available in the Latchcourt office from Monty Strikes or by emailing the Associate Minister, Jared Jaggers: jared@amchurch.co.uk.

Insurance

41. 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 may also wish to insure their equipment against loss, theft or damage. Hirers use the property at their own risk in all cases, and personal belongings are left at the Hirer's own risk.
- **42.** 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 Room(s)/Premises. It is strongly advised, therefore, that hirers adequately insure for such eventualities.
- **43.** 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.

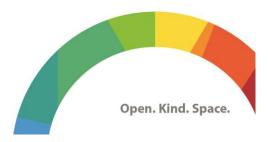
Cancellation and Termination

- **44.** If a booking is to be cancelled, the Hirer must inform the Business Manager as soon as possible, in writing via email. Full fees for the booking will be charged if the space cannot be re-booked. If we can rebook, your payment will be given credit against a future booking, limited to six months from the date of the cancelled reservation.
- **45.** It is recognised by the parties that on some of the hiring dates the Room(s) may be required during all or part of the period of hire 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, or a pro-rata refund made available.
- **46.** The Church reserves the right to cancel the hire of the Room(s) on any occasion when the Church requires the Room(s) 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 or a pro-rata refund made available.
- **47.** 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 or a refund.
- **48.** The Church is not liable for any loss arising in any way out of, or due directly or indirectly, from any cancellation under paragraphs 42, 43 and 44.
- **49.** This Agreement may be terminated by the Church with immediate effect at any time in the event of any other breach of this Agreement considered by the Church to be sufficient reason for terminating this Agreement without notice.

GDPR

50. Latchcourt Limited and the American International Church will only store and use your personal data for the purposes of booking with us. The data will be collected and processed in accordance with the GDPR policy of the American International Church, available at amchurch.co.uk. By booking via Latchcourt, you are consenting to your data being used in this way.





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Confirmation

A signature below indicates acceptance of these terms and conditions.

Safeguarding Statement

Please initial the appropriate line below:
I/We have read and understood the requirement of the hiring agreement for a safeguarding policy of American International Church. I/We have a safeguarding policy regarding the safeguarding of children and adults, and will implement it with any necessary insurance in place.
I/We do not have a safeguarding policy. Therefore, I/we agree that whilst using the premises of the American International Church, I/we will adhere to and uphold the principles of the church's safeguarding policy
Signed on behalf of the Hirer by
Name (block capitals)
Signature Position
Emergency Contact
Before the first day of your booking, you must provide the name and contact details for the nominated Competent Person who will be onsite and responsible for all health and safety matters.
Name of Competent Person
Mobile



