

# Hire Agreement

## St George's, Kidderminster



THIS AGREEMENT is made between THE DISTRICT CHURCH COUNCIL OF **St. George's Church, Kidderminster, part of the Parochial Church Council of Kidderminster East** ("St George's") and the person(s) or body named below ("Hirer").

Name of Hirer

Organisation

Address

Telephone Number

eMail

### Event Details

Date(s) of Hire

Time of Hire

to

Incl. set up & clear up

Time of Event

to

Excl. set up & clear up

Purpose of Hire

Number of people attending

Special Requirements  
already agreed

	Church	Annexe
Hire	<input type="text"/>	<input type="text"/>

## Fees

Please enter hire fees as you understand them

Hire Fee Total (including deposit) £

Deposit £

**I have read and accept the Terms and Conditions of Hire and agree to abide by them.**

**I have read the Church's Safeguarding Policy and Code of Safer Working Practice and agree to adhere to its recommendations in relation to work with children, young people and vulnerable adults.**

**I have provided a copy of my organisation's Safeguarding Policy to the Church and confirm that it will be adhered to (delete as appropriate)**

**Signed** .....

**Date** .....

**Print Name** .....

**Position in hiring organisation** .....

**Please sign two copies, one to be retained by the church, and one by the organisation**

## Terms and Conditions of Hire

The person(s) named in the Hire Agreement shall be responsible for ensuring that the following conditions of hire at St George's Church, Kidderminster are complied with in all respects.

The Hirer shall enter into a Hire Agreement with the District Church Council of St George's Church, Kidderminster, hereafter referred to as St George's.

St George's regards the safe care and protection of children, young people and vulnerable adults as of the utmost importance. Groups that hire Church premises are expected to share this concern and make appropriate provision for the protection of children, young people and vulnerable adults within their care.

### THE HIRER AGREES:

#### Your Booking

1. That a booking is not confirmed until a completed hire agreement form has been received, agreed and any required deposit paid. Deposits will only be returned in the event that the Church cancels the booking. The Church reserves the right to cancel the booking if: exceptional unforeseen circumstances arise; there is any breach of the Terms and Conditions of Hire; or if there is misstatement or material omission in connection with the hire agreement form, particularly relating to the purpose of hire.
2. To pay the balance of fees due before the conclusion of the booking. If the Hirer wishes to cancel the booking and the Church is unable to arrange a replacement booking, the Church may, at its discretion, refund the fees (less any deposit) but shall be under no obligation to do so.
3. In the event of an important service such as a funeral taking place in the Church, it may be necessary for the activity to be relocated or cancelled. If this occurs, the Hirer will be given the maximum notice possible. Should the Church cancel the booking (for this or any other reason) all fees, including the deposit, paid by the Hirer shall be refunded in full.
4. To follow any Government rules and restrictions that may apply because of Covid 19 or any other future pandemic.
5. That the premises may be inspected to assess suitability for the purpose for which they are hired.
6. That no tenancy is intended to be created between the Church and the Hirer and no relationship of landlord and tenant will exist between them.

#### Preparing For Your Event

7. To be responsible for obtaining any local authority or other licenses necessary in connection with the booking.
8. To be responsible for obtaining adequate insurance against any third party claims which may be made against the Hirer or the Hirer's organisation whilst using the premises.
9. That no signs, notices, posters or banners are to be displayed on the inside or outside of the building without prior written approval of the Church. Any approved publicity shall bear the name, contact address and telephone number of the Hirer. A copy of any programme/advertising material shall be attached to the hire agreement.

10. To comply with the Church's safeguarding policy and adhere to its recommendations in relation to work with children, young people and vulnerable adults. That it will recruit safely all current paid and voluntary workers who work with children and/or vulnerable adults, by obtaining satisfactory disclosures from the Disclosure and Barring Service where eligible, and keeping records of dates and disclosure numbers indefinitely.
11. To carry out a risk assessment of activities and act on findings to mitigate any risk.

#### On The Day

12. To be responsible during the hire period for supervision and security of the premises and protection of the fabric and contents from damage.
13. To ensure that Church officials have access to all areas hired during the period of hire.
14. To ensure that the fire fighting apparatus on the premises is not interfered with in any way, except in an emergency, and that emergency exits are not obstructed and all persons using the premises are made aware of the location of fire fighting equipment and emergency exits.
15. To keep the amount of noise or other disturbance to an acceptably low level during the period of hire and also during arrivals and departure so as not to cause nuisance or inconvenience to neighbouring properties.
16. To ensure that times for setting up and clearing away the event are clearly defined in the Hire Agreement and are adhered to.
17. To clear up after the event both inside the hired rooms and also outside where any mess may have been caused by the event. If the kitchen has been used it must be left clean and tidy.
18. To safeguard any keys issued and to return such keys to the Church at the end of the event. The Hirer will be charged for any lost or stolen keys.
19. All rubbish will be taken away and disposed of off-site by the Hirer.
20. St. George's welcomes people of all faiths and none. The Hirer is reminded that the Church is a place of Christian worship and agrees to be respectful in its use of the premises. It is for this reason that certain activities will not be allowed.
21. Not to permit behaviour that would be damaging to the mission or witness of St George's, or which contains material or language abusive in general to others.
22. To accept full responsibility for and indemnify St George's against all costs arising from injuries to any person using the premises during the period of hire, except such as may be caused by the negligence of the St George's. If any injury does occur the Hirer must inform St George's so that it can be recorded in the accident book.
23. To compensate St George's for any damage or theft caused to the building or to any fixtures or appliances belonging to the Church during the period of hire or as a result of any breach of this agreement.
24. St George's will not be responsible or liable for any damage to, or loss of, property brought onto or left on the premises by the Hirer or any other person.
25. Access is limited to the agreed hire times. Any access outside the agreed times may incur additional fees.

## Hire of Church Premises Agreement

The Parochial Church Council of **Kidderminster East** has a Policy for Safeguarding Children, Young People and Vulnerable Adults. A copy is attached. Your booking agreement is conditional upon you complying with it unless you already have an equivalent policy of your own.

You are required to ensure that children, young people and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage occurring; and that you carry full liability insurance for this.

In particular this means that:

- you will comply with the attached Code of Safer Working Practice unless you already have an equivalent;
- you will provide the church with a copy of your organisation's Safeguarding Policy/ies or if you do not have one adopt the current parish policy;
- you will recruit safely all current paid and voluntary workers who work with children and/or vulnerable adults, by obtaining satisfactory disclosures from the Disclosure and Barring Service where eligible, and keeping records of dates and disclosure numbers indefinitely;
- you will keep a list of the names of all paid and voluntary workers with regular and direct contact with children/vulnerable adults, and update it annually;
- you will always have at least two leaders over the age of 18 years in any group of children and young people, no matter how small the group;
- no person under the age of 18 years will be left in charge of any children or young people of any age;
- no child or group of children or young people will be left unattended at any time;
- a register of children, young people or vulnerable adults attending the activity will be kept securely. This will include details of their name, contact details of parent/guardian/carer etc., date of birth and next of kin;
- you will immediately (within 24 hours) inform the Parish Safeguarding Officer of:
- (a) the occurrence of any incidents or allegations of abuse or causes of concern relating to members or leaders of your organisation, and contact details for the person in your organisation who is dealing with it.
- (b) any known offenders against children or vulnerable adults seeking to join your membership, and manage such allegations or agreements with offenders in co-operation with statutory agencies, and with the church.

The Parish Safeguarding Officer for the **Parish of Kidderminster East** is:

Name: **Robert Poulsen**

E-mail: **[safeguarding@kidderminsteast.org.uk](mailto:safeguarding@kidderminsteast.org.uk)** Tel. No: **01562 822131**

### Declaration

I agree to abide by appropriate safeguarding procedures. I understand that my booking agreement may be terminated in the event of my failing to comply with these procedures.

Signed ..... Designation .....

Organisation ..... Date .....



**The Parish of Kidderminster East**  
St Cassian's | St Cecilia's | St Chad's | St George's | St Mary, Stone

**SAFEGUARDING POLICY**  
**PROMOTING A SAFER CHURCH**

**In accordance with the Church of England Safeguarding Policy 'Promoting a Safer Church'  
we are committed to:**

- Promoting a safer environment and culture.
- Safely recruiting and supporting all those with any responsibility related to children, young people and vulnerable adults within the church.
- Responding promptly to every safeguarding concern or allegation.
- Caring pastorally for victims/survivors of abuse and other affected persons.
- Caring pastorally for those who are the subject of concerns or allegations of abuse and other affected persons.
- Responding to those that may pose a present risk to others.

The Parish will:

- Create a safe and caring place for all.
- Have a named Parish Safeguarding Officer (PSO) to work with the incumbent and the PCC to implement policy and procedures.
- Safely recruit, train and support all those with any responsibility for children, young people and adults to have the confidence and skills to recognise and respond to abuse.
- Ensure that there is appropriate insurance cover for all activities involving children and adults undertaken in the name of the parish.
- Display in church premises and on the Parish website the details of who to contact if there are safeguarding concerns or support needs.
- Listen to and take seriously all those who disclose abuse.
- Take steps to protect children and adults when a safeguarding concern of any kind arises, following House of Bishops guidance, including notifying the Diocesan Safeguarding Adviser (DSA) and statutory agencies immediately.
- Offer support to victims/survivors of abuse regardless of the type of abuse, when or where it occurred.
- Care for and monitor any member of the church community who may pose a risk to children and adults whilst maintaining appropriate confidentiality and the safety of all parties.
- Ensure that health and safety policy, procedures and risk assessments are in place and that these are reviewed annually.
- Review the implementation of the Safeguarding Policy, Procedures and Practices at least annually.

Each person who works within this church community will agree to abide by this policy and the guidelines established by this church.

**This policy was agreed at the Parochial Church Council meeting held on 28 February 2022**



# The Code of Safer Working Practice



*The Code of Safer Working Practice expresses our commitment to demonstrating God's love by placing the highest priority on the safety of those to whom we minister. It sets out what we expect from anyone who ministers in our church, in both paid or voluntary roles, and is one of the ways we ensure high standards of safeguarding in all we do.*

## Upholding the Code

*All members of staff and volunteers are expected to report any breaches of this code to the Parish Safeguarding Officer. Staff and volunteers who breach this code may be subject to disciplinary procedures or asked to leave their role. Serious breaches may also result in a referral made to the relevant statutory agency.*

### **All those working on behalf of the parish with children, young people and adults must:**

- Treat all individuals with respect and dignity.
- Respect people's rights to personal privacy.
- Ensure that their own language, tone of voice and body language are respectful.
- Ensure that children, young people and adults know who they can talk to about a personal concern.
- Record and report any concerns about a child, young person or adult and/or the behaviour of another worker with their activity leader and/or the Parish Safeguarding Officer. All written records should be signed and dated.
- Obtain written consent for any photographs or videos to be taken, shown, displayed or stored.

### **In addition, those working with children and young people must:**

- Always aim to work with or within sight of another adult.
- Ensure another adult is informed if a child needs to be taken to the toilet.
- Respond warmly to a child who needs comforting but make sure there are other adults around.
- Ensure that the child and parents are aware of any activity that requires physical contact and of its nature before the activity takes place.

## **All those working on behalf of the parish with children, young people and adults must not:**

- Use any form of physical punishment.
- Be sexually suggestive about or to an individual.
- Scapegoat, ridicule or reject an individual or group.
- Permit abusive peer activities e.g. initiation ceremonies, ridiculing or bullying.
- Show favouritism to any one individual or group.
- Allow an individual to involve them in excessive attention seeking.
- Allow unknown adults access to children, young people and adults who may be vulnerable.
- Visitors should always be accompanied by an approved person.
- Allow strangers to give lifts to children, young people and adults who may be vulnerable in the group; Befriend children, young people and adults who may be vulnerable on social media.
- Take photographs on personal phones or cameras as this means that images are stored on personal devices.

## **In addition, for children and young people, must not:**

- Give lifts to children you are supervising, on their own or your own (unless there are exceptional circumstances e.g. in an emergency for medical reasons or where parents fail to collect a child and no other arrangements can be made to take a child home. In such situations, the circumstances and your decision must be recorded and shared with an appropriate person at the earliest opportunity).
- Smoke or drink alcohol in the presence of children and young people.
- Arrange social occasions with children and young people (other than events which also include family members/carers) outside organised group occasions.

## **Acceptable Touch**

Sympathetic attention, encouragement and appropriate physical contact are needed by children and adults. Some physical contact with children, particularly younger children, can be wholly appropriate. However, abusers can use touch that appears safe to 'normalise' physical contact which then becomes abusive. As a general rule, the use of touch between adults in positions of responsibility and those with whom they are working or volunteering should be initiated by the person themselves and kept to the minimum. In addition to this, always follow the guidelines below:

- Ask permission before you touch someone.
- Allow the other person to determine the degree of touch except in exceptional circumstances (e.g. when they need medical attention).
- Avoid any physical contact that is or could be construed as sexual, abusive or offensive.
- Keep everything public. A hug in the context of a group is very different from a hug behind closed doors.
- Touch should be in response to a person's needs and not related to the worker's needs. Touch should be age appropriate, welcome and generally initiated by the child, not the worker.