

Hire Agreement & Conditions



PARISH HALL and / or CHURCH AT ST MARYS - INFORMATION FOR HIRERS

The Hall is a Parish facility primarily for use in conjunction with the Church and its services, including baptisms, weddings and funerals. It is available for use by groups associated with the Parish or for other purposes at the discretion of the Parish Priest.

The Hall is owned by the Nottingham Diocesan Trust and can only be used for purposes which are consistent with the charitable objects of the diocesan trust. It is a condition of all hiring's that the Hall will not be used for any purpose which is contrary to the teachings of the Catholic Church or which could cause offence. At all times the Catholic nature of the Hall must be respected. Any breach or potential breach of this condition will mean that the use of the Hall is withdrawn.

The Hiring Agreement is overleaf.

'Conditions of Hire' can be found on St Mary's website:
<http://www.stmarysparish.co.uk/activities.html> Parish Centre Bookings.

Users and hirers should read these in full. Applications to use or hire the Hall should be made to Mrs Joyce Barke joycebarke@talktalk.net 01332 559037. When Mrs Barke is unavailable, applications should be referred to the Parish Administrator Mrs Kim Cheek kimcheek@hotmail.com 01332 989505 (Parish Office). Contact address: St Marys RC Church, Bridge Gate, Derby DE1 3AU.

The Hire Agreement will not be binding until accepted and signed by the both parties. We may decline the request to hire the Premises at any time at our sole discretion. The hire fees are as set out in the Hire Agreement. For private bookings a deposit of £10 is required at the time of booking.

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Full payment of the hire fee is due 14 days before the date of hire, or immediately upon signing the Hire Agreement if the hire period is within the next 14 days. Cancellation fees may be payable in the event of a cancellation, as set out in the Conditions of Hire.

Please make cheques payable to St Mary's RCP NRCDT



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HIRE OF PREMISES AGREEMENT FOR THE PARISH CENTRE/CHURCH OF THE PARISH OF ST MARYS, DERBY

Name, address and telephone number of the Hirer:

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1. Purpose of Hire

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2. Period of Hire Date(s)

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Hours: from to

3. Description of accommodation and facilities to be hired 'Premises' (e.g. Hall / Hall plus kitchen)

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4. Deposit received / payable £

5. Payment received / payable £

6. Date(s) of payment of deposit/ balance

7. Special arrangements agreed (e.g. function to extend beyond Premises usual closing time)

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I request the hire of the Premises on the date(s) and times and for the purpose set out above.

Declaration by the Hirer:

I am over 18 years of age and I have read and agree to observe and perform the provisions of this Hire Agreement including the terms and conditions set out in the 'Conditions of Hire'. See

<http://www.stmarysparish.co.uk/activities.html> Parish Centre Bookings for terms and conditions.

Signed Date

Hirer

The Parish Priest permits the Hirer to use the Premises as set out above subject to the terms and conditions contained in the 'Conditions of Hire' attached. The Hire Agreement will not be binding until accepted and signed by the Parish Representative. The Parish Priest may decline the request to hire the Premises at any time at his sole discretion.

Signed by Parish Representative Date
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PARISH HALL CONDITIONS OF HIRE

1. Use of Hall (the “Premises”)

1.1 The Premises may not be used for any purpose which is contrary to the teachings of the Catholic Church or which could cause offence. At all times the Catholic nature of the Premises must be respected. Any breach or potential breach of this condition will mean that the use of the Premises is withdrawn.

1.2. The use of the Premises shall be confined to the purpose identified in the Hire Agreement. The Hirer shall satisfy himself that the Premises are suitable for the intended purpose.

1.3. The Hirer shall not use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way nor do anything or cause any nuisance or inconvenience to neighbouring properties or bring anything onto the Premises which may endanger the same or render invalid any insurance policies in respect thereof.

1.4. Use of the Premises is limited to the accommodation hired and necessary facilities such as toilets.

1.5. Car parking is permitted in the Premises car park subject to availability and the Hirer is responsible for supervising car parking arrangements so as to avoid obstruction of the highway and emergency exits. Neither the Parish Priest, the Parish nor the Diocesan Trust shall be liable for any loss or damage, howsoever occurring, to vehicles parked in the Premises car park.

1.6. Access to the Church by parishioners and the general public may not be impeded.

1.7. While no reasonable publicity display will be refused, the Hirer is to respect the location of the Church.

1.8. The Hirer shall permit the Parish Priest and/or Parish representatives to enter the Premises at all times during the hire period.

1.9. The Hirer shall comply with all laws, regulations and codes of practice relating to the Premises and relating to the particular purpose of hire during the hire period.

1.10. All bookings are made on the basis of availability. The General Committee may give notice of cancellation on any booking made for a particular day, arising from a long-term or ‘one off’ arrangement. In the

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event that such action becomes necessary, maximum possible notice will be given.

2. No Rights

2.1. The Hire Agreement constitutes permission to use the Premises on a non-exclusive basis and confers no tenancy or other right of occupation on the Hirer.

2.2. The Hire Agreement is personal to the Hirer who may not sub-let or share possession of any part of the Premises.

2.3. The Hirer will be responsible for all actions and omissions of any suppliers of services (including external caterers or other suppliers of services) for the event taking place and the Hirer shall confirm the identity of such suppliers to the Parish in advance if requested.

3. Preparation and Cleanliness

3.1. The Hirer is responsible for setting up the Premises for their use.

3.2. No alterations may be made to the Premises and nothing may be attached to the walls or ceilings which may cause damage to the Premises.

3.3. The Premises must be left in a clean and tidy condition and all rubbish must be placed in the bins provided or removed from the Premises. Tables and chairs are to be returned to their original position at the end of use.

3.4. It is the responsibility of the Hirer to ensure that the Premises are secured and alarms activated (if present) when leaving the Premises. Collection and return of keys should be arranged with the Parish.

3.5. Setting up and clearing up is to be within the overall time specified in the Hire Agreement.

4. Noise and Public Order

4.1. The volume of amplified music is to be kept to an acceptable level to avoid causing a nuisance to neighbouring properties.

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4.2. Amplified sound must cease at 23.00 hours unless specified in the Hire Agreement.

4.3. The Hirer shall be responsible for ensuring that in all cases conduct shall be decent, sober and orderly and nothing contrary to sobriety, decency or good manners shall be performed, produced, exhibited or represented.

4.4. Children must be supervised at all times by hirers, parents and guardians.

5. Opening Hours

5.1. The Premises shall close at 23.30 hours at the latest, unless otherwise specified in writing in the Hire Agreement.

5.2. No function shall extend beyond the hire period and the Hirer shall completely vacate the Premises and grounds including the car park by that time, unless otherwise specified in writing in the Hire Agreement.

6. Licensing & Gaming

6.1. All licences or agreements necessary for the proposed use of the Premises are the responsibility of the Hirer (e.g. all public entertainment, theatre production, music and reproduction of recordings).

6.2. The Hirer shall ensure that, at the Hirer's expense, all licences, consents, permission or agreements necessary when using the Premises for any particular purpose are obtained and in force during the hire period.

6.3. The Hirer shall ensure that Bingo and other forms of permitted gambling will conform to all statutory and other current gaming regulations and codes of practice in force from time to time.

7. Sale of alcohol

7.1. The sale of alcohol is prohibited. The Hirer may provide his / her own alcohol if specified in the Hire Agreement.

8. Deposit and Hire Fees

8.1. Hire fees will be charged to non-parish groups as set out in the Hire Agreement.

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8.2. Full payment of the hire fee is due 14 days before the date of hire or immediately upon signing the Hire Agreement if the hire period is within the next 14 days.

8.3. A deposit of £10.00 must be paid at the time of booking. This is against damage or loss or the need for additional cleaning.

8.4. The deposit will be returned within a week of the end of the hire period unless repair of any damage or loss or additional cleaning of the hall is required.

8.5. The Parish reserves the right to deduct the cost of repair of damage or loss from the deposit to pay for any repairs or to replace any losses. It may also ask for (and will be entitled to) additional contribution, if such costs are greater than the deposit.

9. Cancellation

9.1. Cancellation less than 48 hours before the hire date will forfeit the whole deposit.

9.2. The Parish reserves the right to cancel a booking by written notice to the Hirer in the event of:

9.2.1. the Premises becoming unfit for the intended use by the Hirer;

9.2.2. an emergency requiring use of the Premises as a shelter for the victims of flooding, snowstorm, fire, explosion or people at risk of those or similar disasters;

9.2.3. the Parish reasonably considering that the hiring may be in breach of the Hire Agreement, the Conditions of Hire or any legal or statutory requirements.

9.3. The hire fee and deposit will be refunded in the event of cancellation by the Parish pursuant to clauses 9.2.1 or 9.2.2, but no refund will be given in the event of cancellation under clause 9.2.3. In all cases, the Parish Priest, Parish and/or Diocesan Trust shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

10. Health & Safety

10.1. General Conditions:

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10.1.1. The Premises is a No Smoking building.

10.1.2. Nothing of an inflammable or explosive nature may be brought onto the Premises.

10.1.3. No additional cooking facilities are to be introduced into the Premises.

10.1.4. The Hirer shall ensure that caterers and persons used for supply of refreshments are required to observe hygiene regulations and any other reasonable requirements of the local Environmental Health Officer.

10.1.5. Animals, other than guide dogs, are not permitted inside the building.

10.2. The Hirer shall:

10.2.1. Accept responsibility for being in charge of and on the Premises at all times during the hiring and for ensuring that all conditions of the Hire Agreement and Conditions of Hire are met.

10.2.2. Ensure, so far as is reasonably practicable, that persons using the premises do so in such a way that does not pose a risk to themselves or other people.

10.2.3. Take all reasonable precautions to ensure and safeguard the safety of persons and Parish property by the provision of adequate supervision at all times.

10.2.4. Take all reasonable precautions and make all reasonable efforts to observe all regulations, rules and conditions which relate to health and safety.

10.2.5. Provide any first aid facilities that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981.

10.2.6. Ensure that any electrical appliances brought by him to the Premises and used there are safe, in good working order and have a current Portable Appliance Testing (PAT) certificate.

10.2.7. Report any hazards (e.g. damaged carpet or trailing cables) to the Parish Priest as soon as possible and in any event no later than the next working day.

11. Fire Safety

11.1. The Hirer is to familiarise himself with the Premises fire risk assessment and make all other users aware of the fire procedures for the Premises.

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11.3. Fire extinguishers must not be moved from their permanent positions unless there is a fire.

11.4. Seating arrangements must include sufficient gangways for emergency evacuation.

11.5. All escape routes and means of exit from the Premises, including in particular emergency exits, are to be kept clear of obstructions at all times.

11.6. Fire doors must be kept closed at all times and must only be used in the event of an emergency.

11.7. In advance of commencing the use of the Premises, the Hirer shall check that:

11.7.1. all fire exits are unlocked and panic bolts in good working order;

11.7.2. all escape routes are free from obstruction and can be safely used;

11.7.3. no fire doors are wedged open;

11.7.4. there are no obvious fire hazards on the Premises.

12. Accidents and Incidents

12.1. The Hirer must report all accidents involving injury to any individual(s) and any 'near misses' to the Parish Administrator as soon as possible and in any event no later than the next working day and the Hirer must complete the relevant section in the Parish' s Accident Book.

12.2. Breakages must be reported to the Parish Administrator within 24 hours of the incident.

13. Indemnities

13.1. The Hirer shall be responsible for:

13.1.1. Payment of the deposit and the Hire fee.

13.1.2. Indemnifying the Parish Priest, Parish and Diocesan Trust from and against all actions, costs, claims, demands and damages arising from any breach of these Conditions of Hire, any accidents or injuries sustained by any persons arising out of or incidental to the hiring and the Hirer' s use of the Premises.

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13.1.3. All actions, costs, claims and demands in respect of damage to the Premises, or damage to or loss of property, articles or any items whatsoever placed in or left at the Premises by the Hirer or any persons attending the Premises in connection with the Hirer's use of the Premises and shall indemnify the Parish Priest, Parish and the Diocesan Trust from and against such actions, costs, claims and demands.

13.1.4. Any damage (including accidental damage) to the Premises or to the fixtures, fittings or contents thereof and for loss of contents, however caused by the Hirer or as a result of the Hirer's use of the Premises.

13.2. The Hirer shall effect, and shall ensure that any suppliers shall effect, adequate Public Liability cover with an insurance company to a minimum limit of indemnity of £ 2,000,000 against the foregoing and produce evidence thereof on demand.

13.3. The Parish Priest, Parish and Diocesan Trust are not responsible for and shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, repair work, leakage of water, Government restriction or act of God, or any other event which is beyond their reasonable control which may cause the Premises to be temporarily closed, or unavailable or the use to be interrupted or cancelled.

14. Safeguarding

14.1. The Hirer is responsible at all times for the welfare and safety of those attending the Premises in connection with their use of the Premises.

14.2. A Hirer hiring the Premises for a children's group or groups must have his own safeguarding policies and procedures and must follow these. The Hirer may be asked to attach a copy of the organisation's own procedures to the Agreement. Signing the Agreement affirms that these will be adhered to at all times.

14.3. Any group wishing to make use of the Premises that does not have its own procedures may be provided with a copy of the Diocesan Child Protection Procedures. The Hirer will be required to sign an affirmation undertaking to follow these procedures in relation to use of the Premises.

15. General

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15.1. No waiver by the Parish of any breach of the Conditions of Hire by the Hirer shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.2. If any of these Conditions of Hire is held by any court to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions of Hire and the remainder of the provision in question shall not be affected.

15.3. The Hire Agreement and Conditions of Hire shall be governed by the laws of England and the parties agree to submit any dispute arising in connection with it to the non-exclusive jurisdiction of the English courts.

15.4. The terms of the Hire Agreement and Conditions of Hire are the entire agreement between the parties relating to the hire of the Premises and supersede all oral or written proposals, arrangements and understandings.

15.5. Except for the Diocesan Trust, no third party can benefit from this Hire Agreement and the provisions of The Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

15.6. No variation or addition to the terms of the Hire Agreement and Conditions of Hire shall be binding upon us unless agreed in writing by the Parish Administrator.