

HIRE AGREEMENT FOR PARISH HALLS, ROOMS OR GROUNDS

TO BE USED ONLY FOR ONE-OFF OR SHORT-TERM REPEAT HIRE: ANY HIRING FOR A CONTINUOUS PERIOD OF MORE THAN TWELVE MONTHS MUST BE REFERRED TO THE DIOCESAN SURVEYOR AND SHALL NOT BE VALID IF PURPORTED TO BE GRANTED BY THIS AGREEMENT.

Please note:

A. COMMUNICATION

All communications for the hire of the Hired Space must be returned to the Parish Priest of the Church ("Parish Priest") (or the person nominated by him in writing) on behalf of CLIFTON DIOCESE (a Company Limited by Guarantee registered in England and Wales under number 10462076. A registered charity number 1170168. Registered Office: St Ambrose North Road Leigh Woods Bristol BS8 3PW) (from here on referred to as "the Diocese") who may call for any further information

B. HIRER (the person or organisation hiring the hall/space)

The Hirer who signs this form **which must be signed on page 5 below** must be over 18 years of age and shall be personally responsible for all payments and compliance with the terms of hire. If signing on behalf of an organisation they must be authorised by that organisation to sign on its behalf, the organisation must be legally constituted (i.e. a charity) and the person signing will remain responsible for compliance with the terms of hire (see below).

C. PERMISSION TO USE THE HIRED SPACE

If the Diocese has confirmed agreement by signature below the Hirer may use the Hired Space for the purposes identified and for no other purposes on the terms set out above and the terms of hire set out below of this permission.

This form of agreement is for the following space:

<input type="checkbox"/> HALL	<input type="checkbox"/> LOUNGE	<input type="checkbox"/> KITCHEN	<input type="checkbox"/> COMMITTEE ROOM	<input type="checkbox"/> BAR
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Plan attached YES/NO

PLEASE TICK BOXES FOR ALL FACILITIES REQUIRED (

<input type="checkbox"/> CHAIRS	<input type="checkbox"/> SCREEN	<input type="checkbox"/> PROJECTOR	<input type="checkbox"/> CLEANING
<input type="checkbox"/> TABLES	<input type="checkbox"/> TV MONITOR (LOUNGE)	<input type="checkbox"/> SOUND SYSTEM	<input type="checkbox"/> SECURITY
<input type="checkbox"/> STAGE	<input type="checkbox"/> TV MONITOR (COM M ROOM)	<input type="checkbox"/> MICROPHONES	

OTHER PLEASE STATE

Plan attached YES/NO

1.) AT Sacred Hearts of Jesus and Mary Church ("Church")
Address: Sacred Hearts Presbytery, Moorend Road, Charlton Kings, Cheltenham
Post Code: GL53 9AU

2.) CONTACT FOR CLIFTON DIOCESE Fr Mark Moran (Parish Priest) or Hall Manager

3.) DURING THE HOURS OF (specify times and dates) TIMES (from).....(Until).....
On DAY(S):.....
On DATE(S):..... ("Period of Hire")

4.) FOR THE PURPOSE OF (specify intended use)("Permitted Use")

5.) BY THE HIRER("Hirer")
(Hirer's name)
(Please Turn Over)

6.) CONTACT NAME FOR THE HIRER
(if not individual Hirer)

OF

.....
.....
(Hirer's address and postcode (and signatory's address where appropriate))

Mobile:Land line:
(Hirer's contact telephone numbers)

Email address:

7.) HIRING FEE £.....for each day/date. Totalling £.....

8.) PAYMENT £.....

TOTAL COST OF HIRE £.....

BANK TRANSFER AMOUNT £ _____ TRANSFER DATE: _____

Full payment is required in advance.

PLEASE NOTE: until your payment has been received in full your booking will not be confirmed.

Payment by bank transfer is preferred:

NatWest Bank, Sort Code 52 - 10 - 03, Account Number: 66286794,

Account Name: *Parish of Sacred Hearts, Cheltenham.*

Ref: (Unique Reference Number or Hirer's Name & date of event).

From January 2020: Regular hirers will be invoiced at the end of the month and payment to be made within 14 days of receipt of invoice.

Cheque should be made payable to *Parish of Sacred Hearts, Cheltenham* and should have cleared before your event takes place.

Please return this form to the parish office marked HALL BOOKING at *Sacred Hearts' Presbytery, Moorend Road, Charlton Kings, Cheltenham, GL53 9AU.*

(Cheques should be made payable to Sacred Hearts Parish and marked for the attention of the Parish Secretary)

9.) HIRERS PUBLIC LIABILITY INSURANCE IN PLACE

Insurer:

Policy No.:

Expiry Date:

Limit: £

10.) The Hiring

The collective responsibilities of the Hirer for the Hired Space under this Agreement including but not limited to the Terms of Hire ("the Hiring")

Please see the following pages for Terms of Hire and signature section

Information provided on this form, together with all other personal data held about these individuals by the Parish and the Clifton Diocese, is processed in accordance with the Diocese's Privacy Notice; which is available at <https://cliftondiocese.com/privacy-notice> or from the Parish Office.

For office use ONLY

Reference number:

Date:

THE HIRE BEING ON THE FOLLOWING TERMS (“the Terms of Hire”):

1.00 FEES AND DEPOSIT

- 1.01 The Hiring fee must be paid to the Parish Priest (on behalf of the Diocese) at the time of booking.
- 1.02 Special arrangements may be made for payment for multiple bookings at the discretion of the Parish Priest.
- 1.03 An additional deposit may be requested for bookings over 100. This additional fee may be used towards making good any damage or in connection with any other loss resulting whether directly or indirectly from the Hiring
- 1.04 The payment of an additional deposit does not limit the liability of the Hirer and further monies may be sought from the Hirer if costs fees and expenses exceed the amount of the deposit.
- 1.05 The balance of any deposit (if any) will be returned to the Hirer

2.00 HIRER’S UNDERTAKINGS

2.01 The Hirer shall in any use of the Hired Space:

- 2.01.01 be responsible for the Hired Space and the behaviour of all persons connected with the Hiring and their car parking arrangements so as to avoid any obstruction to the Diocese or other users of the Hired Space or the Church or those in the vicinity of the Church
- 2.01.02 be responsible for the health, safety and welfare of all persons entering/using the Hired Space and or entering the Church and its grounds in connection with the Permitted Use (whether formally invited or not) during the Period of Hire and for a reasonable period before and after the Period of Hire
- 2.01.03 Be aware of and be in compliance with the Diocesan health and safety policy and particularly the fire action notice, fire guidance note and food hygiene requirements as well as any other assessments or guidance relating to the use of the Hired Space
- 2.01.04 instruct any person attending for the Permitted Use (whether formally invited or not) in the means of escape (fire escapes) and fire action notice in respect of the Hired Space, Church and its grounds
- 2.01.05 be aware of and in compliance with the Diocesan safeguarding policy.
- 2.01.06 provide copies of all risk assessments and method statements in connection with the Permitted Use
- 2.01.07 provide a copy of the Hirer’s safeguarding policy and comply with that policy except where in conflict with the Diocesan safeguarding policy where the Diocesan safeguarding policy will take precedence. Where the Hirer has no policy, the Hirer will comply with the requirements of the Diocese in this respect
- 2.01.08 prevent the Hired Space being used in such a way which is unlawful or which does or may cause a nuisance annoyance or disturbance to others in the vicinity of the Hired Space or the Church
- 2.01.09 prevent damage to any part of the Hired Space and which includes but is not limited to any decorations, furniture, fixtures and fittings or building fabric and be liable for any damage to the Hired Space or the Church connected with the Hiring.
- 2.01.10 in the event of any damage to the Hired Space or the Church or its grounds connected with the Hiring to pay to the Parish Priest on demand the costs of any repair and any loss of income resulting from the Hired Space or the Church not being used which is attributable to the damage
- 2.01.11 not to move or alter or add to any furniture or equipment without the written approval of the Parish Priest
- 2.01.12 notwithstanding 2.01.11 above, not to alter, or move any electrical or heating equipment.
- 2.01.13 not to bring any item of electrical equipment onto the Hired Space without ensuring that: it (or they, cumulatively) will not overload the electrical supply and circuitry, has (or have) been very recently portable appliance tested and that the written permission of the Parish Priest has been obtained
- 2.01.14 not use any electrical gas or oil powered appliance at the Hired Space without the written approval of the Parish Priest
- 2.01.15 not to bring into the Hired Space any gas or oil powered appliance including storage cylinders or tanks
- 2.01.16 prevent the consumption of alcohol gambling or gaming broadcasting filming or public performance on the Hired Space unless the prior written approval of the Parish Priest has been obtained and all statutory requirements are met in full
- 2.01.17 obtain and comply with any necessary consents, licences or permissions for the use of the Hired Space including (but not limited to) premises licence and Performing Rights Society licence and produce copies of any such consents licences or permissions to the Diocese or the Parish Priest on demand
- 2.01.18 comply with any other statutory and or common law provisions or requirements or other requirements of any competent authority
- 2.01.19 prevent smoking on any part of the Hired Space and building
- 2.01.20 leave the Hired Space and building in a clean and tidy condition and securely locked with all furniture or equipment returned to their original positions (unless otherwise agreed by the Parish Priest)
- 2.01.21 observe any security requirements for the use of the Hired Space as the Parish Priest may specify
- 2.01.22 indemnify the Parish Priest and the Diocese from and against all actions proceedings costs claims and demands or other liability which may arise in any way whatsoever in connection with the Hiring including (without limitation) any breach of the terms of this agreement.
- 2.01.23 not to impede the Diocese or anyone authorised by them in the exercise of the Diocese’s rights of possession and control of the Hired Space and the Church
- 2.01.24 to observe regulations and/or requirements made by the Parish Priest and/or the Diocese or its representatives from time to time
- 2.01.25 not to affix or display any signs flags or advertisements at the Church (including the Hired Space) without the Parish Priest’s consent

2.01.26 to be responsible for the efficient supervision, safety and good order of all those making use of the Hired Space pursuant to this agreement

3.00 CANCELLATION BY HIRER

3.01 If the Hirer wishes to cancel the Hiring in whole or in part the Hirer must give to the Parish Priest notice to that effect

3.02 If such notice is given not later than one month prior to the Period of the Hiring and if the Diocese is able to effect an alternative hiring then the Diocese will refund to the Hirer the Fee less a 10% administration charge but otherwise the Diocese will be entitled to retain the whole of the Fee

4.00 CANCELLATION BY CLIFTON DIOCESE

4.01 The Diocese or the Parish Priest on behalf of the Diocese may cancel the Hiring if the Hired Space is required for any purpose in connection with a Parliamentary or local government election or if the Hired Space is rendered unusable or (where the Hiring is a repeat hiring) the Hired Space is required for a Diocesan/Parish function on one of the repeat occasions

4.02 If the Hiring is cancelled for any such reason as is mentioned in Condition 4.01 the Diocese will give to the Hirer the maximum practicable notice and refund the Fee (or the relevant proportion) but will not otherwise be liable to the Hirer

5.00 BREACH BY THE HIRER

If the Hirer fails to observe and perform any of these conditions the Diocese may:

5.01 charge to and recover from the Hirer any expenses incurred by the Diocese in remedying any such failure including the cost of employing car park attendants, cleaners or other persons as may be appropriate and

5.02 cancel this or any other hiring of the Hired Space by the Hirer without incurring any liability to the Hirer for the return of any fee or otherwise

6.00 GENERAL

6.01 The Diocese gives no warranty that the Hired Space is legally or physically fit or suitable for the Hirer's purposes and the Hirer must satisfy him/herself as to its suitability

6.02 The Diocese and all persons authorised by it (including the Parish Priest) has the right to enter use and occupy the Hired Space at all times

6.03 The Hiring is by way of a licence and form or does not grant any interest or estate in the Hired Space and does not create the relationship of landlord and tenant

6.04 The Hirer shall pay any VAT chargeable in respect of any supply made to the Hirer

6.05 Neither the Diocese nor the Parish Priest shall be liable for the death of or injury to or damage to any property of or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Hirer or any person enjoying or purporting to enjoy the benefit of this agreement (to the extent that exclusion of such liability is permitted by law)

6.06 The Special Conditions attached shall apply to this agreement

1. All events to finish and music to stop by 11.30pm. (We accept that hirers may have to spend a while after 11.30pm tidying up). Hirers must not cause any disturbance to neighbours particularly after 10pm. There is a sound limiter installed on the premises and music must be powered by the electrical sockets in the hall or on the stage. If the sound goes above a pre-set level, then the power will disconnect.
2. The full hire fee must be paid at the time of booking. Keys will not be released if full payment has not been made and we do not send out reminders. In the event of cancellation by the hirer, a 10% administration charge is not refundable, unless 4 weeks' notice is given.
3. Keys to the hall can usually be collected from and returned to the Parish Office, open weekdays 9am-1pm. Keys to internal doors can be found inside the hall and used with permission – please ask for details. No keys will be released without receipt of the final payment and any damage deposit required. Lost keys must be paid for.
4. A security guard is required for large evening events. This is provided free of charge when the bar is hired otherwise the hirer is responsible for the cost of a security guard provided by us. A damage deposit of £100 is required for large evening events which will be returned after the event provided the premises are left clean tidy and undamaged.
5. Alcohol must be sold through the bar which is not available without the hire of the lounge. No alcohol may be brought on to the premises without prior agreement with the Parish Priest/Hall Manager
6. Times of hire must be strictly adhered to – failure to keep to hire times may mean another event overlaps with yours. Where multiple events are taking place on the hall premises, cooperation and respect for the other users are required at all times.
7. The car park CAN NOT be hired or used on Saturdays between 5pm and 7pm and on Sundays before 12:30pm. Outside these hours parking is available within the marked parking bays ONLY
8. The kitchen and its equipment are available for the use of the hirer. If more than one event is taking place, these facilities must be shared. Catering equipment brought to the hall must be appropriately tested. The hirer/caterer must comply with the Food Safety Act 1990.
9. The hirer accepts responsibility for all claims for theft, loss, breakage and damage to property arising from its use, including the misuse of any fire extinguisher. Hirers are responsible for public liability insurance for their event or will be personally liable for any damage costs in full.

10. Hirers are responsible for cleaning and tidying up after their event. For large events a compulsory cleaning service is provided at current rates to clean and stack tables/chairs, sweep the floors and clean the toilets. The waste bins in the kitchen area may be used and then emptied into the outside bins. If the premises are not left clean and tidy, we reserve the right to refuse future bookings and retain the damage deposit.
11. Outside of the hire times, hirers must not store belongings in any of the rooms at the hall or on the stage without the agreement of the Parish Priest. Tables, chairs and other furniture must be replaced, as found, after the hire. The exception is when the cleaner has been paid to stack the tables/chairs.
12. During the hire, the hirer is the responsible person within the meaning of the Regulatory Reform Order 2005 and hirers must make themselves aware of the fire safety arrangements and the fire actions applicable to the hall. See notice in foyer. No flammable materials or sources of naked flame are permitted in the building. No smoking is allowed anywhere on the premises.
13. Emergency exits must be kept clear at all times. If music is playing, then doors and windows must be kept closed. A cooling system is available for use – the switch is on the back wall of the hall marked ‘cooling system’. Please switch off after use.
14. The hirer must ensure that any electrical equipment brought into the building is in a safe and good order with a current PAT Test. The building installations must not be interfered with or added to in any way.
15. Hirers must familiarise themselves with the location of the first aid kit and defibrillator and take precautions for the safety of all persons entering and using the hall during the hire. Details of any accidents must be filled in the accident book, which is kept in the food prep room (adjacent to kitchen) along with first aid kit and defibrillator. All accidents resulting in a call to the emergency services MUST also be reported immediately to the Hall Manager. Contact details are displayed on the foyer noticeboard.
16. Hirers must have a charged mobile phone with them for the duration of the hire period so that the emergency services can be contacted.
17. Other than communal areas hirers must only use facilities that they have specifically booked.
18. Notices and decorations may be attached to any glass surface with ‘white-tac’. Staples, drawing pins and sellotape must NOT be used. Damage resulting from any misuse must be paid for.
19. Chairs should be moved using the chair lifters in the hall and lounge and must not be stacked more than 5 high.
20. The hall capacity is 200 and this number MUST not be exceeded under any circumstances.
21. Access to the premises will not normally be permitted before the time booked on the application for hire. Please advise any catering/entertainment companies of this. Setting up and clearing up time needs to be allowed for in the booking times.
22. Kitchen equipment must be thoroughly cleaned and replaced in the cupboards provided. All breakages and damages must be reported to the Hall Manager as soon as possible.
23. No foods to be brought to the hall that may cause an offensive smell.
24. No notices or leaflets may be displayed on the noticeboard without the prior consent of the Hall Manager.
25. Upon vacating the premises hirers are responsible for ensuring that all windows to rooms hired are closed and the doors locked and internal keys returned after use.
26. No animals are permitted in to any parts of the building except for registered guide dogs.
27. The hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises and all liability for loss or damage is hereby excluded.
28. Any organisation hiring the premises where children are involved confirm by signing the application for hire that they have their own ‘Safe to Grow’ or ‘Child Protection Policy’ or similar document safeguarding children that conforms to UK Government guidelines and may be asked to provide a copy prior to hire commencing.
29. The Parish Priest reserves the right to refuse any application for hire.

By signing I confirm that I accept the Hiring (see 10 on page 2).

SIGNED: _____ (on behalf of the Hirer) **DATE:** _____

(If signing on behalf of an organisation (see Section B on page 1), I confirm that I am authorised to sign on behalf of that organisation and commit it to this Hiring)

PRINT NAME: _____

SIGNED: _____ (on behalf of Clifton Diocese) **DATE:** _____

PRINT NAME: _____