

**DIOCESE OF ARUNDEL AND BRIGHTON**

**PARISH HALL CONDITIONS OF HIRE**

**1. Use of Parish Hall**

- The use of the parish hall during the period of hire shall be confined to the use or uses identified in the Hiring Agreement. The Hirer must familiarise him/herself with the hall.
- The parish hall will, as a general rule, close no later than 10.00pm. A Hirer who wishes an extension to this, will need to have this agreed on the Hiring Agreement.

**2. Hire Charges**

- Payment must be made in advance.
- Provisional acceptance of a booking will be given on receipt of £100 or 25% deposit whichever is the greater for all bookings and the remainder of the fee is due 14 days in advance of the hire.
- Deposits will be refunded provided conditions of hire are complied with.

**3. Cancellations**

- Cancellation of bookings must be received by the parish priest not less than 14 working days in advance of the date of hire.
- In the event of cancellation the deposit will be forfeited.
- Cancellations received less than 14 working days before the hiring will forfeit the hiring costs in full.
- The parish priest reserves the right to cancel any booking without prior warning or to vary these conditions or the hours of the booking.

**4. Preparation and Cleanliness**

- The Hirer is responsible for setting up the room.
- The Hirer is required to leave the premises in a clean and tidy condition, having removed all rubbish as directed by the parish priest before leaving the premises.
- The Hirer is requested to replace chairs and tables and to close all windows and external doors on completion of the booking.
- Setting up and tidying up at the end must be included in the Session.

**5. Damage and Breakages to Parish Property**

- Breakages must be reported to the parish priest within 24 hours of the incident.
- Hirers must indemnify the Parish for any damage, however caused, arising during or in respect of the Session.
- The Hirer shall take all reasonable precautions to ensure and safeguard the safety of persons and parish property including property in and upon the buildings and grounds by the provision of adequate supervision and control at all times.

**6. Noise and Public Order**

- Hirers using amplified music are required to keep the volume to an acceptable level to avoid causing nuisance to neighbours or other users of the parish halls.
- All amplified sound must cease by 10 pm.
- Hirers are requested to keep all unnecessary noise down to a minimum when leaving the premises.
- Particularly bearing in mind that the Premises are part of Catholic Church property for which proper respect is demanded, the Hirer will, without question, comply with the requirements of the Parish for the purpose of ensuring public order and decency. 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 therein.

- The Premises are to be let out on the basis that they 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 Premises must be respected. Any breach or potential breach of this provision will mean that the use of the Premises is withdrawn.

#### **7. Indemnification**

- The use of the parish hall is entirely at the risk of the Hirer. The Hirers shall indemnify the Parish against all claims, demands, actions or proceedings and any loss, damage or injury which may be brought against or suffered by the parish arising from or in consequence of the non-observance or non-performance of any of these conditions or any act, neglect, default or omission of the Hirer, his agents or servants, and all claims, demands, actions or proceedings in respect of the death or injury howsoever and by whomsoever caused of or to any person which shall occur or arise from any accident or occurrence which shall happen while such person is on or upon any part of the premises or its environs during the period of hire or in respect of any loss or damage suffered or sustained by any person in consequence of any such death or injury.
- The Parish is not responsible 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, which may cause the hired premises to be temporarily closed or the hiring to be interrupted or cancelled. The Hirer shall indemnify the parish against any claim, which may arise out of the hiring in respect of any such loss, damage or injury.
- The Hirer shall adequately insure with an Insurance Company to a minimum limit of indemnity of £5 million approved by the Parish against the foregoing and produce evidence thereof on demand. One-off hires for private events such as birthday parties are covered under parish insurance, so this condition does not apply.

#### **8. Expiration of Hire**

- Should the Hirer or his/her agents, servants or licensees remain on the Premises after the expiration of the period of hiring for any reason whatsoever, he/she will be liable to be charged in accordance with the scale of charges for the subsequent hire session of the facility and for any other charges incurred.

#### **9. Sub-Letting**

- The Hiring Agreement is personal to the Hirer and the Hirer shall not assign the benefit or interest he/she may have in the premises or sub-let or share possession any part of the premises.

#### **10. Health and Safety**

- The parish hall is a **NO SMOKING BUILDING**.
- It is the responsibility of the Hirer to observe all regulations, rules and conditions of licensing with regard to health and safety and to undertake a general risk assessment
- The Hirer shall not bring or permit any other person or agent to bring articles of an inflammable or explosive nature which could cause damage or injury onto the Premises (or any article producing an offensive smell, or any oil, electric, gas or other engine).
- The use of bouncy castles by hirers of parish premises is prohibited unless specifically approved by the Parish priest in writing.
- No additional cooking facilities may be brought into the building by the Hirer or by any person on their behalf.
- All seats are to be arranged with sufficient gangways to afford proper means of exit and all passages and exits must be kept free from obstruction.
- Caterers, contractors and persons employed by the hirer to supply refreshments will be required to observe all hygiene regulations and such other reasonable requirements of the Chief Environmental Health Officer.
- Those in attendance during the Session shall not exceed the numbers stated in the Hiring Agreement.
- The Hirer must familiarise him/herself with the procedures in the case of fire and/or evacuation and undertake their own fire risk assessment. Notices are displayed throughout the premises.
- Unless specifically approved by the Parish in writing, dogs or other animals will not be admitted to the Premises, except for guide dogs. The award of live animals as prizes is prohibited.
- No wax or powder shall be placed on the floors. Spillages must be cleared up.

## APPENDIX 8D - continued

- Electrical equipment, other than that belonging to the parish, must be tested in accordance with current regulations and the Hirer must be able to provide an appropriate Portable Appliance Testing (PAT) certificate, (if requested).

### 11. Sale of Alcohol

- The sale of alcohol is prohibited. The Hirer may provide his/her own alcohol with the permission of the parish priest.

### 12. Security of Personal Property

- The Parish will not accept any responsibility for any loss or damage to articles or equipment left upon the premises.
- Property used in connection with any hiring shall not be left upon the premises after the hiring. The parish shall be entitled to dispose of any property left on the premises, as it sees fit.
- The Parish will accept no responsibility for such property, and the Hirer shall be responsible for any costs or expenses incurred in the removal or storage or disposal of such property.

### 13. Wall Hanging/Decorations etc.

- The Hirer shall not attach to the walls and ceilings anywhere in the premises any decorations of a permanent or semi-permanent nature or attachments without the permission of the parish priest.

### 14. Licensing

#### • **Performing Rights Licensing**

The Parish is not authorised to permit the use of copyright material in functions for which the premises are let. The organisers of functions on the premises must arrange directly with the Performing Rights Society and Phonographic Performance Ltd. for all licences required for the use of copyright material and undertake to indemnify the parish in respect of any claim made under copyright law.

#### • **Filmshows**

No film shall be shown unless the consent of the parish priest is first obtained. The Hirer shall comply where applicable, with the requirements of the Copyright Designs and Patent Act 1988 and the need for a Public Entertainments Licence.

#### **Bingo, Gaming Licence Duty**

The playing of Bingo, or other forms of permitted gambling must conform to all statutory and other current gaming regulations and requirements. Failure to adhere strictly immediately terminates the Hiring Agreement with the parish. Current regulations are available from the Gambling Commission.

#### • **Public Entertainments Licence**

The parish hall does not hold a Public Entertainment Licence. Public entertainment is prohibited.

### 15. Right of Entry

- The right of entry to the premises is reserved to the parish priest or any agent of the parish any time during the hiring. The parish priest also reserves the right to refuse admission or to ask any person to leave the premises without stating any reason therefore.

### 16. Child Protection

- A Hirer for children groups will attach a copy of their own child protection procedures to this agreement and by signing this agreement will affirm that these procedures will be adhered to at all times. Any Hirer wishing to make use of parish accommodation and facilities that do not have their own procedures will be provided with a copy of the Diocesan Child Protection Procedures. The Hirer will sign an affirmation undertaking to follow the Diocesan procedures in relation to all their work with children and young people, preventing child abuse and responding to child protection concerns.

**17. Failure to Comply**

- The parish priest reserves the right to terminate any hirings immediately in the event of the Hirer failing to observe or perform any of the conditions or regulations herein contained and the Parish may retain the hiring fee and any other charges paid by the Hirer.

**18. Modification of Conditions**

- The parish priest reserves the right to modify or vary any of these conditions or regulations or to impose special conditions where in his opinion the nature of any application so demands.

**19. Loss of Use Of The Premises Through Strikes etc.**

- The Parish will not be responsible for any loss or damage suffered by the Hirer in the event of the accommodation not being available by reason of accident, war, civil commotion, force majeure, strike, lock out or any other cause beyond the control of the Parish. The decision of the Parish as to whether or not the accommodation is available within the meaning of this condition shall be final and binding on the Hirer.

**20. Publicity And Marketing**

- The publicity and marketing of any dance, concert, entertainment shall be the full responsibility of the Hirer.

**21. Cancellation Of An Event**

- The Hirer is responsible for the running and staging of the event within the terms of this Hiring Agreement. The Parish will be under no liability to any third party resulting from the cancellation or alteration of the event or any other matters that are the responsibility of the Hirer. The Hirer will indemnify the Parish against all such liabilities.