

Agreement for hire of facilities at St Joseph's Church Hall Carterton

This agreement is made between (1) R C Archdiocese of Birmingham and (2) the **Hirer** (see below):

Hirer

All correspondence regarding the hire is to be sent to the Trustee's local authorised representative at:

Name: Richard Barns
Address:

It is agreed as follows:

1. Definitions:

- 1.1 "The Premises" means the whole of the Parish Hall Building including the toilet areas at the rear of the building and the car park. *(Rear field at the back of the church plus kitchen if agreed before hiring the hall)*
- 1.2 "The Trustee's authorised representative" means the Parish Priest or his nominated delegate.
- 1.3 "The Standard Conditions" means the Trustee's Standard Conditions of Hire a copy of which is attached to this Agreement.

2. Hiring:

In consideration of the Hire Fee (detailed below) being paid by the Hirer the Trustee agrees subject to the Standard Conditions to permit the Hirer to use the Premises for the Purpose of the Hire during the Period of the Hiring.

Details of the Hire

Hirer:	_____	
Hirers Contact Name:	_____	
Hirers Address:	_____	
Hirers Telephone:	_____	Hirers Mobile: _____
Hirers Email:	_____	
Purpose of Hire:	_____	
Period of Hire:	From: Date: ___/___/___	To: Date: ___/___/___
Repeat Hire?	Time scale agreed by Parish Priest:- _____	
Time of Hire: (note 1)	From: ___ am/pm	To: ___ am/pm
Hire Fee:	£15 per hour or otherwise agreed by Parish Priest	
Public Liability Insurance:	_____	
Company Name:	_____	
Expiry Date:	_____	
Policy Number:	_____	
3rd Party Public Liability Insurance (If applicable):	_____	
Company Name:	_____	
Expiry Date:	_____	
Policy Number:	_____	

The Hiring Fee is payable 28 days in advance of the Period of Hire, or as otherwise agreed.
 The times of hiring commence at 8 am and concludes at 11 pm. (See website for availability)

Cancellation: Charges for any cancellation of the hire will be made on the following basis:

Received 28 or more days prior to the hire date 0% of the hire fee.	Received 14 or more days prior to the hire date 25% of the hire fee.
Received 7 or more days prior to the hire date 50% of the hire fee.	Received less than 7 days prior to the hire date 100% of the hire fee.

In the event that the Premises or any part of thereof being rendered unfit for the use for which it has been booked or is required for use as a Polling Station the Trustee shall not be liable to the Hirer for any resulting or consequential loss or damage whatsoever other than the return of the whole or part of the Hiring Fee.

3. Consent:

Signed by/on behalf of the Hirer: _____	Date: _____
Signed by/on behalf of the Trustee: _____	Date: _____

Please note that by signing this agreement you are confirming that you have read and understood the Conditions of Hiring and agree to comply with them. The Hirer is advised to ensure that he/she and any other party contracted to them or by them for any service to be provided at the Premises has suitable insurance for potential liabilities to third parties.

- Note 1 This must include the time needed for setting up and clearing away.
 Note 2 Use of kitchen may incur an additional fee.

Emergency Plans and Standard Conditions of Hire

St Joseph Church Hall, Carterton OX183BS

Emergency plan details for person hiring or holding an event		
As the responsible person for the event/function, etc. you have legal duties for the safety of people assisting or attending the event. Please read & follow this.		
The fire alarm sound is	A loud continuous siren	
This is how the fire alarm is activated	By smashing any of the fire call points – there is one next to main fire alarm box, rear back door, church porch and top of stairs to balcony.	
This is what you must do when discovering a fire	1) Raise the alarm immediately. 2) Call 999 using a mobile phone	
This is how the evacuation of the premises must be carried out	Act calmly. Evacuate by the nearest fire exit door and proceed to the fire assembly area.	
This is where the people you are responsible for must assemble when they have evacuated the premises	Assembly point, rear car park.	
This is what you must do when the fire brigade arrives	Inform them of anyone you believe is unaccounted for.	
This is who you must inform of the situation as soon as possible after you have dealt with the emergency services	Name(s): Father Paul Smith Parish Priest	Contact details: 01993842463
This is the limitation on the numbers of people you may have on the premises	60 people SEATED or 120 people STANDING	
This is what to do if you smell gas	NA	
This is where the electrical isolation switch is	Above door entrance to Sacristy. Use steps in cupboard at the bottom of stairs to balcony to shut off electricals to Hall.	
This is what you should do if the people you are responsible for are injured & require first aid	Use the first aid kit in the kitchen next to fire blanket. Fill out an accident form / book that is next to the first aid kit. Inform us of the items you have used from the first aid kit so we can replace them	
Before & during your use of our premises we require you to:		
<p>Nominate a responsible person to be in charge of safety for the event/function who knows our procedures & precautions.</p> <p>Have in place effective stewarding arrangements to suit the event/function.</p> <p>Have in place effective evacuation plans for the safe evacuation of all guests needs.</p> <p>Inform guests at the start of the event/function on the fire procedures & fire precautions.</p>	<p>Check that all the security devices, padlocks & similar devices are removed from exits.</p> <p>Check that all the exits are clear of obstructions & combustibles.</p> <p>Ensure the maximum occupancy level is not exceeded.</p> <p>Ensure that the fire-fighting & emergency lighting equipment is not obstructed.</p> <p>Ensure that all equipment brought in is safe.</p> <p>Comply with any licensing requirements.</p>	

Signature of premises manager:	Print name:	Date:
Signature of premises manager:	Print name:	Date:

Standard Conditions of Hire

- 1 All applications for the use of the premises, or part thereof, shall be made online (visit website) or in writing on the printed form available to be returned to the Trustee's Authorised Representative. No booking shall be considered confirmed until the Hirer has received written/email confirmation of the Hire. St Joseph Church Hall Committee requires that commercial or business hirers and groups which book on a regular basis e.g. Scouts, WI, fitness classes have their own Public Liability insurance; the company, date and policy number need to be provided when booking. In the event that a third party is to be engaged to provide services at the hall (e.g. bouncy castle provider), it is essential that they also have Public Liability insurance; the company name and address, date and policy number/code also need to be provided when booking.
- 2 The Trustee reserves the right to reject any application, or part thereof, for the hire of the Premises.
- 3 This agreement may be cancelled at any time by the hirer or the Trustees Authorised Representative.
- 4 The hiring fee is payable in advance at the time of booking the hire period. A charge will be made (by deduction from the hire fee) for any notice of cancellation received at the hirer's office on the basis set out in the Hire Agreement.
- 5 The Hirer will, during the period of hiring, be responsible for supervision of the premises and its contents; their care, safety from damage, however slight, or change of any sort and the behaviour of all persons using the premises whatever their capacity including proper supervision of car parking arrangements so as to avoid obstruction of the highway or any adjoining land.
- 6 The Hirer shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without prior written permission.
- 7 The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

The hirer is responsible for ensuring acceptable behaviour and conduct during and on leaving the event where alcohol has been consumed. Consideration of acceptable noise levels for local residents is imperative. Alcoholic beverages should not be sold on the premises. If the sale of alcohol is required, the hirer must obtain written permission from St Joseph's Hall Committee before applying to WODC for a TEN (Temporary Event Notice). Hirers will be required to complete an application form and abide by the terms and conditions of the application. A zero-tolerance approach to alcohol should be adopted when Under-18 parties are booked. The hirer is responsible for checking that no alcohol is brought onto the premises or consumed in the car park or local vicinity for the duration of the event. A similar stance is required at any other event at which individuals under 18 are present. The St. Joseph's Hall Committee reserves the right to terminate the event with no refund if this condition is not complied with.
- 8 The Hirer shall comply with all conditions made in respect of the premises by the Fire Authority, Local Authority, or other relevant body, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays. The premises must not be used for any such public event unless the Trustee has expressly approved the event and has confirmed that it is licensed for this purpose.
- 9 The Hirer is not permitted to use the kitchen to provide food that is subject to relevant food health and hygiene legislation and regulation without the express additional agreement of the Trustee. The heating system shall not be altered or adjusted in any way.
- 10 The Hirer must report all accidents involving injury to any person using the premises during the period of hire to the Trustee's Authorised Representative as soon as possible and complete the Accident Book record. In addition, the Hirer may have to complete a report, in accordance with Reporting of Injuries Diseases and Dangerous Occurrences Regulations 1995. The hirer should have access to a mobile 'phone to summon help in case of emergency.
- 11 The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Premises and no animals whatsoever are to enter the kitchen at any time.
- 12 The Hirer shall ensure that any activities for children and young people are risk assessed and that only fit and proper persons have access to the children. The balcony in the hall is strictly out of bounds.
- 13 The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify the Trustee against all action, claims and proceeding arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the Local Authority.
- 14 The Hirer must respect the residential nature of the area and must not disturb neighbours, particularly when departing the Premises late at night.
- 15 Any damage to the premises is to be reported by the Hirer to the Trustee's Authorised Representative and rectified at the Hirers expense by the Trustee's contractors. Any failure of equipment belonging to the premises must also be reported as soon as possible.
- 16 No floors may be specially polished or powdered for dancing.
- 17 No stiletto heels or other footwear likely to cause harm to the floor may be worn. The Hirer is responsible for any damage caused by breach of this condition.
- 18 No ball games are allowed in or around the premises.
- 19 No smoking, including the use of e-cigarettes, is allowed in or around the premises.
- 20 The Trustee reserves the right for itself and its Authorised Representative to enter the premises at any time during the hire and put a stop to any function which, in its opinion, is not properly conducted. In such circumstances, no part of the hiring fee shall be refundable and any cost incurred in engaging Police Constables, or other such persons, to secure such observance will be payable by the Hirer.
- 21 Under no circumstances must any form of cooking or heating be used other than those currently installed in the premises or specifically approved in advance by the Trustee's Authorised Representative.

- 22 The hall should be cleaned, tidied, lights extinguished, windows and doors firmly secured, and any contents temporarily removed from their usual positions should be properly replaced after use and in the same condition as they were found. This especially applies to the condition of the lavatories and kitchen if used, otherwise the Trustees shall be entitled to make an additional charge.
- 23 If the Hirer is a Corporate Body the Hirer must, not later than 5 days before the commencement of the Period of Hiring, notify the Trustees Authorised Representative in writing of the name, address and telephone number of an individual who will personally be responsible to the Trustee for obligations of the Hirer under the Agreement jointly and severally with the Hirer.
- 24 During the period of Hiring the Hirer is to be responsible for the efficient supervision of the premises including (without prejudice to the generality of the above):
- (i) The effective control of children.
 - (ii) The orderly and safe admission and departure of persons to and from the premises.
 - (iii) The orderly and safe vacation of the premises in case of emergency. (see attached emergency evacuation plan)
 - (iv) The preservation of good order and decency in the premises. In particular, no nudity, indecent or lewd behaviour is permitted, nor are the premises to be used for the promotion of abortion or euthanasia or other activities contrary to the tenets of the Roman Catholic faith.
 - (v) Ensuring that all doors and corridors giving egress from the premises are left unobstructed and immediately available for exit during its use.
 - (vi) Fire appliances must be kept in their proper places and used for no other purpose. All fire doors must only be opened in the event of an emergency.
 - (vii) The Hirer is to provide such number of competent stewards and attendants as may, in the opinion of the Trustee be necessary to secure compliance with the above requirements being a minimum of one steward or attendant over the age of 18 years for every 250 persons (or part of 250 persons) present or if most of the persons present are under 16 years of age one steward or attendant for every 100 persons (or part of 100 persons present).
- 25 The Hirer will be responsible for all obligations in respect of copyright works and will pay all composers, authors, publishers and other fees or royalties which may be payable in respect of the function.
- 26 In respect of damage to property and/or injury to persons:
- (i) The Trustee will not be liable for death of or injury to any person attending the Premises for the function the subject of hiring or for any losses, claims, demands, actions proceedings, damage costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death injury or loss is due to the negligence of the Trustee
 - (ii) The Hirer will fully indemnify the Trustee for death of or injury to any persons attending the Premises for the function the subject of hiring or for any losses, claims, demands, actions, proceedings, damages costs or expenses or other liability where such loss or injury arises due to the act or omission of any person or organisation contracted or engaged by the Hirer
 - (iii) The Trustee will not be liable for any damage or loss to any vehicle (including cycles) or its contents whilst using the car park. Parking is restricted to the car park at the rear of the church during the hiring of the hall.
 - (iv) The Trustee will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the Premises
 - (v) The Hirer will indemnify the Trustee against all such liabilities as mentioned in this Condition
- 27 The Trustee may act through any authorised representative or their delegate and references in these Conditions to any approval discretion consent or requirement of the Trustee are deemed to be references to the approval discretion consent or requirement of any such representative or their delegate and anything which the Hirer is required to produce to the Trustee is to be produced to such representatives or their delegate.

28 Fire Safety

Hirers should read the following fire safety requirements and abide by the contents.

The person responsible for hiring the hall has legal duties with regard to the people attending the event for which the hall has been hired.

Before the event or function, this person MUST check: -

- (a) The arrangements for escape if the fire / smoke alarm sounds including identification of key escape routes.
- (b) Any special arrangements needed for the safe evacuation of people identified as being especially at risk, such as those with disabilities and children.
- (c) The position of fire extinguishers within the building. They are not to be removed from the building.
- (d) That all escape routes are clear of obstructions and combustibles.
- (e) That you are familiar with the assembly point in the event of evacuation. See Emergency Plan.
- (f) The method you would use to call the emergency services if necessary.
- (g) The number of people who will be using the hall for the event or function.

At the start of the event or function, the person responsible for hiring the hall must make the guests aware of (a), (b) and (e)

Smoking, including the use of e-cigarettes, is strictly forbidden within the hall.

Naked flames, candles, inflammable liquids or gases or solvent-based cleaning solutions are strictly forbidden on the premises.

The sensible use of candles on a birthday cake is permitted provided that the hirer takes reasonable care. The hirer will be held responsible for any damage caused.

No electrical equipment should be brought into the hall for use unless it has been PAT tested within the last 12 months; proof of this will be required before permission for use is given.

The use of haze / smoke machines is forbidden.

The hirer will be responsible for the call-out charge if the fire brigade attends an alarm call as a result of prohibited items.

All exits must be kept clear for emergency use.

Fire doors must not be propped open.

Details of any fire, however started and whatever damage is caused, must be reported to the St. Joseph's Hall Committee.