

**R C Archdiocese of
Birmingham**



**HIRING OF PARISH ROOMS
At St Mary Immaculate Parish Church Hall,
Warwick, CV34 6AB**

Conditions of Hire

1. All applications for the use of the premises, or part thereof, shall be made in writing on the printed form available to be returned to the Trustees' Authorised Representative. No booking has been made until the Hirer has received written confirmation of the Hire.
2. The Trustees reserve 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 with due notice or in an emergency.
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 be responsible, during the period of hiring, 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. Whilst the use of the car park is implicit in the hiring agreement it is first and foremost for parish use and as such its availability cannot be guaranteed. The hirer is not given exclusive parking rights under the terms of this agreement. No additional charge is made for use of the car park so no refund will be made should it not be available during the period of hire. **Under no circumstances should the driveway to the side of the church be used for loading or parking as access is required at all times.**
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.
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 entrance lobby, toilets, kitchen and corridor are for the use of all hirers so must not be used by any hirer in such a way as to prevent that commonality.
10. The Hirer is not permitted to use any 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 hirer is then responsible for ensuring that they fulfill any relevant regulation and legislation requirements.
11. 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, to be found in the kitchen. In addition, the Hirer may have to complete a report, in accordance with Reporting of Injuries Diseases and Dangerous Occurrences Regulations 1995.
12. The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the Premises and no animals whatsoever are to enter the kitchen at any time.
13. 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. Where a group is required by law to have a Safeguarding Policy, a copy must be made available to the Trustee.

14. 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.
15. No posters or notes must be stuck on the walls with any type of adhesive or pins, including, but not limited to sellotape, blue tack, masking tape, drawing pins.
16. The Hirer must respect the residential nature of the area and must not disturb neighbours, particularly when departing the Premises late at night. The latest time that the premises may be vacated is 10.30pm .
17. Any damage to the premises is to be reported by the Hirer to the Trustee's Authorised Representative and rectified at the Hirer's expense by the Trustee's contractors. Any failure of equipment belonging to the premises must also be reported as soon as possible by notifying the Trustee's Authorised Representative and completing the Maintenance Book, to be found in the kitchen.
18. No floors may be specially polished or powdered for dancing.
19. No smoking 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. Where alternatives are allowed they must be removed from the premises at the end of the hiring period (e.g. barbecues).
22. The premises, including the toilets and kitchen, must be left clean, tidy, lights extinguished, windows and doors firmly secured, and any contents temporarily removed from their usual positions properly replaced, otherwise the Trustee shall be entitled to make an additional charge for dealing with these matters. **All rubbish must be removed by the hirer at the end of the hiring period.** Black bin bags are available in the kitchen for his purpose. **Under no circumstances are nappies to be left in any of the bins.**
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 Trustee's 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):
 - a. The effective control of children.
 - b. The orderly and safe admission and departure of persons to and from the premises.
 - c. The orderly and safe vacation of the premises in case of emergency.
 - d. 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.
 - e. Ensuring that all doors and corridors giving egress from the premises are left unobstructed and immediately available for exit during its use.
 - f. 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.
 - g. The Hirer is to provide such number of competent stewards and attendants as may, in the opinion of the Trustee to 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:
 - a. 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
 - b. 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
 - c. The Trustee will not be liable for any damage or loss to any vehicle (including cycles) or its contents whilst using the car park
 - d. 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
 - e. The Hirer will indemnify the Trustee against all such liabilities as mentioned in this Condition.
27. The Hirer shall ensure that they hold valid Public Liability Insurance where required by law.
28. The Hirer is not permitted to leave any personal property on the premises without the express written consent of the Trustee.
29. 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 delegates).

Reviewed June 2011