



**INDIVIDUAL HALL HIRE AGREEMENT FOR PARISH HALLS, ROOMS, AND GROUNDS**

**Church of Our Lady and St Alphege, Bath**

**A. COMMUNICATION**

All communication for the hire of the Hired Space must be with the Parish Priest of St Alphege 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 and registered charity number 1170168; with Registered Office at St Ambrose, North Road, Leigh Woods, Bristol BS8 3PW) ("the Diocese"). The Parish Priest (or nominated person) reserves the right to call for further information before the agreement is approved and may decline the request to hire at his sole discretion. The Hire Agreement will not be binding on the Diocese unless and until it has been accepted and signed by the Parish Priest.

**B. HIRER**

The Hirer who signs this form must be over 18 years of age and shall be personally responsible for all payments and compliance with the terms of the hire agreement (if the hire is agreed). The signature by or on behalf of the Hirer is a request, warranty, and agreement by the signatory as set out above the signature space below.

**C. PERMISSION TO USE THE HIRED SPACE**

If the Diocese has confirmed agreement by the signature of the Parish Priest below, the Hirer may, as licensee, use the Hired Space for the purposes identified below and for no other purposes on the terms set out in this Hire Agreement (including the Conditions of Hire attached and any Special Conditions set out below).

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Church of Our Lady and St Alphege ("the Parish")

1) And is of the following space: Hall and Garden ("Hired Space") at St Alphege Parish Hall, Oldfield Lane, Bath BA2 3NR ("Parish Site")

2) CONTACT ADDRESS: St Alphege Parish Hall, Oldfield Lane, Bath, BA2 3NR

3) PERIOD OF HIRE (specify times and dates)

TIMES (from).....(until).....

on DATE(S).....("Period of Hire")

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

5) DETAILS OF THE HIRER

NAME.....("Hirer")

ADDRESS.....

.....POSTCODE.....

Mobile .....Land line.....

EMAIL.....

6) HIRING FEE £.....(total)

See the Parish Website for current rates. The fee should be paid once the booking is confirmed.

8) SPECIAL CONDITIONS.....

.....(if required)

Please see below for Conditions of Hire which shall apply to this Hiring Agreement. All sections are important, but your attention is particularly drawn the Hirer's Health and Safety, Safeguarding and Welfare Obligations within clause 2.2

I, the Signatory, confirm and warrant that I am over 18 years of age and request the hire of the Hired Space on the terms set out above and confirm I have read, accept, and agree to observe and perform the terms of this Hire Agreement (including the Conditions of Hire and Special Conditions), that it is lawfully constituted, and that I will procure that the terms of this Hire Agreement will be observed and performed.

SIGNED BY THE HIRER .....

DATE .....

PRINT NAME .....

By signing below, I as Parish Priest agree on behalf of the Diocese to permit the Hirer to use the Hired Space on the terms set out in this Hiring Agreement

PARISH PRIESTS SIGNATURE.....

PRINT NAME.....

DATE.....

### CONDITIONS OF HIRE

Where the Diocese has signed to confirm agreement to the use by the Hirer of the Hired Space for the Permitted Use in return for a Hiring Fee then the use shall be subject to the following conditions which are incorporated into the Hire Agreement:

#### 1.00 FEES

The Hiring Fee must be paid to the Parish Priest (on behalf of the Diocese) at the time of booking, such sums to be paid by BACS transfer to Parish of St Alphege Bath Account No. 66286646, Sort Code 52-10-03 or by cheque.

#### 2.00 HIRER'S UNDERTAKINGS

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

2.01.01 only use the Hired Space for the Permitted Use during the Period of Hire and 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 Parish Site; or in a way which may be contrary to the tenets or teachings of (or harmful to) the Roman Catholic Church

2.01.02 be responsible for the Hired Space and the behaviour of all persons connected with the use of the Hired Space/Parish Site arising from this Hire Agreement

2.01.03 ensure any car parking arrangements are exercised to avoid any obstruction to the Diocese or other users of the Hired Space or the Parish Site or those in the vicinity of the Parish Site

2.01.04 prevent damage to any part of the Hired Space (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 Parish Site connected with the Hiring.

2.01.05 in the event of any damage to the Hired Space or the Parish Site 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 Parish Site which is attributable to the damage

2.01.06 not to move or alter or add to any furniture or equipment without the written approval of the Parish Priest

2.01.07 notwithstanding 2.01.06 above, not to alter, or move any electrical or heating equipment

2.01.08 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

2.01.09 not use or bring onto the Hired Space any electrical gas or oil powered appliance at the Hired Space without the written approval of the Parish Priest

2.01.10 bouncy castles or similar equipment are only permitted if the hirer accepts full liability and indemnifies the diocese against any claim arising from their use. It is expected that hirers would take out personal insurance to cover themselves in addition to insurance provided by the providers of the bouncy castle.

2.01.11 prevent the consumption of alcohol, gambling, gaming, broadcasting, filming or public performance on the Hired Space without the prior written approval of the Parish Priest and subject to compliance with all statutory requirements.

2.01.12 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.

2.01.13 comply with any other statutory and or common law provisions or requirements or other requirements of any competent authority.

2.01.14 prevent smoking in any part of the Hired Space and building. Smoking is permitted in the garden adjoining the hall but not outside the front door to avoid disturbance to neighbours.

2.01.15 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)

2.01.16 observe any security requirements for the use of the Hired Space as the Parish Priest may specify and any other regulations and/or requirements made by the Parish Priest and/or the Diocese or its representatives from time to time.

2.01.17 indemnify and keep indemnified 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.

2.01.18 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 Parish Site.

2.01.19 not affix or display any signs flags or advertisements at the Parish Site (including the Hired Space) without the Parish Priest's consent.

2.02 Hirer's Health and Safety, Safeguarding and Welfare Obligations:

The Hirer shall:

2.02.01 be responsible for the supervision, health, safety, safeguarding and welfare of all persons entering/using the Hired Space and or entering the Parish Site 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

2.02.02 be aware of and follow the Diocese health and safety policy (copies are available in every parish - all sections will have relevance to your use of the Hired Space but please pay particular attention to the fire guidance notes and food hygiene requirements)

2.02.03 Where the Hirer has no policy, the Hirer will comply with the requirements of the CSAS policy (all policies and procedures should be seen by the local safeguarding representative who may also consult with the Diocese safeguarding coordinator. The CSAS policy can be found at: <https://www.csas.uk.net/procedures-manual/>)

2.02.04 instruct any person attending for the Permitted Use (whether formally invited or not) in the means of escape (fire escapes) and bring attention to the fire action notice in respect of the Hired Space, Parish Site, and its grounds

### 3.00 CANCELLATION BY HIRER

3.01 If the Hirer wishes to cancel the requested hire under this Agreement 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 start of the Period of the Hire and if the Diocese is able to affect an alternative hiring, then the Diocese will refund to the Hirer the Hiring Fee less a 10% administration charge but otherwise the Diocese will be entitled to retain the whole of the Hiring Fee

### 4.00 CANCELLATION BY CLIFTON DIOCESE

4.01 The Diocese or the Parish Priest on behalf of the Diocese may cancel this Agreement 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 Agreement is for a repeat hiring) the Hired Space is required for a Diocesan/Parish function on one of the repeat occasions

4.02 If the Agreement is cancelled for any such reason as mentioned in Condition 4.01 the Diocese will give 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 the terms and conditions of this Hire Agreement 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 attendants, workmen, cleaners, or other persons as may be appropriate and

- 5.02 cancel this or any other Agreement to hire the Hired Space enjoyed 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 personal permissive licence and does not grant any interest or estate in the Hired Space and does not create the relationship of landlord and tenant and shall not be capable of assignment sub-licence or sharing by the Hirer
- 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 set out above shall apply to this agreement
- 6.07 No third parties (save the legal entities through which the Diocesan charitable objects act) can benefit from this Agreement and the provisions of the Contracts (Rights of Third Parties) Act 1999 are excluded accordingly.

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### Hirer's Useful/Emergency Information

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|--------------------------------|--|
| Emergency Contact:             | Isabella Lo (Parish Administrator) 07564031295<br>Fr Robert 01225424894  |
| Contact Address:               | The Presbytery, Oldfield Lane, Bath BA2 3NR (next door to the Church)  |
| Site Address:                  | St Alphege Hall, Oldfield Lane, Bath BA2 3NR   |
| First Aid Kit Location:        | Hall Kitchen   |
| Accident Report:               | Please report all accidents and near misses in the Accident Book in the Hall kitchen. Recording this information helps us to address any issues and comply with our legal duties.  |
| Defects/Damage:                | Please report any defects or damage identified to the building/contents to Father Alex McAllister, to enable us to complete any necessary repairs. <b>Please do not use any unsafe or damaged equipment.</b>                                     |
| Hazards/Spills:                | If there any immediate hazards identified or spills please isolate the area and if possible clean up. Cleaning materials in the cupboard behind the Hall kitchen.  |
| Fire:                          | Alarms are in the Hall entrance. In the event of a fire evacuate the building to Oldfield Lane, call the fire brigade followed by the emergency contact above.<br><br>Please do not obstruct fire escape routes during your use of the premises. |
| Location of Defibrillator      | St John's School, Oldfield Lane. (100 yards).  |
| Electrical Isolation Location: | In entrance hall.  |
| Water Isolation Location:      | Outside adjacent to toilet.  |