

Hire Agreement & Conditions of ST JOHN’S CHURCH HALL, Northgate, Bridgnorth

INFORMATION FOR HIRERS

The Hall is a Parish facility primarily for use in conjunction with the Church. It is available for use by groups associated with the Parish or for other purposes at the discretion of the Parish Priest.

The Hiring Agreement is overleaf or at <https://www.stjohnsbridgnorth.co.uk/hallhire>

Applications to hire the Hall should be made to stjohnschurchhall@mail.com

The Hire Agreement will not be binding until signed by both parties.

Hire Fees are £11 per hour. Payment can be made by cash or Bank Transfer. For private one off events, a refundable deposit of £11 is required at the time of booking and full payment is due 7 days before the event.

For regular bookings, an invoice will be sent and payment is due within 30 days.

HIRE OF PREMISES AGREEMENT FOR ST JOHN’S CHURCH HALL, BRIDGNORTH

Name, address of the Hirer:
.....

Contact Number:..... **Email:**.....

1. Purpose of Hire:

2. Period of Hire Date(s):.....

Hours: from **to**

4. Amount due (excluding £11 deposit):

7. Special arrangements agreed (e.g. function to extend beyond usual closing time):
.....
.....

I request the hire of the Premises on the date(s) and times and for the purpose set out above.

Declaration by the Hirer: I am over 18 years of age and I have read and agree to observe and perform the provisions of this Hire Agreement set out in the ‘Conditions of Hire’.

Signed: **Date:**

The Parish Priest/Hall Custodian permits the Hirer to use the Premises as set out above subject to the terms and conditions.

Signed:..... (Hall Custodian) **Date:**

PARISH HALL CONDITIONS OF HIRE 1. Use of Hall (the "Premises")

- 1.1 The Premises may 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 Any breach of this condition will mean that the use of the Premises is withdrawn.
- 1.2. The use of the Premises shall be confined to the purpose identified in the Hire Agreement.
- 1.3. The Hirer shall not use the Premises for any unlawful purpose or bring anything onto the Premises which may endanger the same or render invalid any insurance policies in respect thereof.
- 1.4. Use of the Premises is limited to the accommodation hired.
- 1.5. Car parking is not included but can be permitted on the discretion of the parish priest and subject to availability. Neither the Parish Priest, Parish nor the Diocese shall be liable for any loss or damages to vehicles parked in the car park.
- 1.6. Access to St John's Church must not be impeded.
- 1.7. The Hirer shall permit the Parish Priest/Hall custodian to enter the Premises if necessary.
- 1.8. The Hirer shall comply with all laws, regulations and codes of practice relating to the Premises and relating to the particular purpose of hire during the hire period.
- 1.9. All bookings are made on the basis of availability. The hall custodian may give notice of cancellation on any booking made for a particular day, arising from a long-term or sudden 'one off' arrangement. In the event that becomes necessary, maximum notice and a refund will be given.

2. No Rights

- 2.1. The Hire Agreement constitutes permission to use the Premises on a non-exclusive basis and confers no tenancy or other right of occupation on the Hirer.
- 2.2. The Hire Agreement is personal to the Hirer.
- 2.3. The Hirer will be responsible for all actions and omissions of any suppliers of services for the event.

3. Preparation and Cleanliness

- 3.1. The Hirer is responsible for setting up the Premises for their use.
- 3.2. No alterations may be made to the Premises and **nothing is to be attached to the walls** or ceilings (eg blu tak/pins) which may cause damage. Hooks are in place for the attachment of balloons/bunting.
- 3.3. The Premises must be left in a clean and tidy condition. All rubbish placed in the bins and removed from the Premises (not left outside). Tables/chairs are to be returned to their original position.
- 3.4. The heating setting must not be altered; If the heating has been 'Advanced' by the hirer, it must be pressed off again upon leaving. If it (or any other item) has been left on, the Hall are entitled to seek the cost of the extra usage.
- 3.4. If the Hirer has a key, it is the responsibility of the Hirer to ensure that the Premises are secured.
- 3.5. Setting up and clearing up is to be within the overall time specified in the Agreement.

4. Noise and Public Order

4.1. The volume of amplified music is to be kept to an acceptable level and amplified sound must cease at 23.00 hours unless specified in the Agreement.

4.2. The Hirer shall be responsible for ensuring that in all cases conduct shall be decent and orderly.

4.3. Children must be supervised at all times by hirers, parents and guardians.

5. Opening Hours

5.1. The Premises shall close at 23.00 hours and the hirer shall vacate the Premises, unless otherwise specified in the Agreement.

6. Licensing & Gaming

6.1. All licences or agreements necessary for the use of the Premises are the responsibility of the Hirer.

6.2. The Hirer shall ensure that, at the Hirer's expense, all licences, consents, permission or agreements necessary when using the Premises are obtained and in force during the hire period.

6.3. The Hirer shall ensure that Bingo and other forms of permitted gambling will conform to all statutory and other current gaming regulations and codes of practice in force from time to time.

7. Sale of alcohol

7.1. The sale of alcohol is prohibited unless the correct licence is obtained. The Hirer may provide their own alcohol if specified in the Hire Agreement.

8. Deposit and Hire Fees

8.1. Hire fees will be charged as set out in the Hire Agreement.

8.2. Full payment of the hire fee is due 7 days before the date of hire.

8.3. A refundable deposit of £11.00 is to be paid at time of booking.

8.4. The deposit will be returned within 7 days unless repair/loss/additional cleaning is required.

8.5. The Parish reserves the right to deduct the cost of repair from damage or loss from the deposit. It may also ask for an additional contribution if such costs are greater than the deposit.

9. Cancellation

9.1. Cancellation by the hirer less than 48 hours before the hire date will forfeit the deposit.

9.2. The Parish reserves the right to cancel a booking by written notice to the Hirer in the event of:

9.2.1. the Premises becoming unfit for use;

9.2.2. an emergency requiring use of the Premises for example, as a shelter for victims of flooding;

9.2.3. a parish event such as a funeral

9.2.4 the hiring may be in breach of the Hire Agreement or any legal/statutory requirements.

9.3. The hire fee and deposit will be refunded in the event of cancellation by the Parish to clauses 9.2.1 or 9.2.2, and 9.2.3. but no refund will be given in the event of cancellation under clause 9.2.4.

In all cases, the Parish Priest/Parish shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

10. Health & Safety

10.1. General Conditions:

10.1.1. The Premises is a No Smoking building.

10.1.2. Nothing of an inflammable/explosive nature may be brought onto the Premises.

10.1.3. No additional cooking facilities are to be introduced into the Premises.

10.1.4 Inflatables, such as bouncy castles are prohibited.

10.1.5. The Hirer shall ensure that caterers and persons used for supply of refreshments are required to observe hygiene regulations.

10.1.6. Animals, other than assistance dogs, are not permitted unless in the hire agreement.

10.2. The Hirer shall:

10.2.1. Accept responsibility for being in charge of and remain on the Premises at all times and for ensuring that all conditions of the Hire Agreement are met.

10.2.2. Ensure that persons using the premises do so in such a way that does not pose a risk.

10.2.3. Take all reasonable precautions to ensure the safety of persons and Parish.

10.2.4. Take all reasonable precautions to observe all regulations which relate to health and safety.

10.2.5. Provide any first aid facilities that they deem necessary in accordance with the Health and Safety (First Aid) Regulations 1981.

10.2.6. Ensure that any electrical appliances brought in are safe and in a good working order.

10.2.7. Report any hazards (e.g. damaged carpet) to the Hall Custodian.

11. Fire Safety

11.1. The Hirer is to familiarise himself with the Premises fire risk assessment and make all other users aware of the fire procedures/exits/extinguishers.

11.2. Seating arrangements must include sufficient gangways for emergency evacuation and all exits are to be kept clear of obstructions.

11.3. Fire doors must be kept closed at all times and must only be used in the event of an emergency.

11.4. In advance of commencing the use of the Premises, the Hirer shall check that:

11.5.1. Fire exits are unlocked and panic bolts in good working order; 11.5.2. all escape routes are free from obstruction and can be safely used; 11.5.3. no internal fire doors are wedged open; 11.5.4. there are no obvious fire hazards.

12. Accidents and Incidents

12.1. The Hirer must report all accidents involving injury to any individual(s) and any 'near misses' as soon as possible and complete the relevant section in the Parish's Accident Book (in the kitchen area).

12.2. The hirer will report any breakages/damages.

13. Indemnities

13.1. The Hirer shall be responsible for:

13.1.1. Payment of the deposit and the Hire fee.

13.1.2. Indemnifying the Parish Priest, Parish against all actions, costs, claims, demands and damages arising from any breach of these Conditions of Hire, any accidents or injuries sustained by any persons arising out of or incidental to the hiring and the Hirer's use of the Premises.

13.1.3. All actions, costs, claims and demands in respect of damage to the Premises, or damage to or loss of property, articles or any items whatsoever placed in or left at the Premises by the Hirer or any persons attending the Premises in connection with the Hirer's use of the Premises and shall indemnify the Parish Priest, Parish and the Hall from and against such actions, costs, claims and demands.

13.1.4. Any damage (including accidental damage) to the Premises or to the fixtures, fittings or contents thereof and for loss of contents, however caused by the Hirer or as a result of the Hirer's use of the Premises.

13.2. The Hirer shall effect, and shall ensure that any suppliers shall effect, adequate Public Liability cover with an insurance company.

13.3. The Parish Priest, Parish and Hall are not responsible for and shall not be liable 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, or any other event which is beyond their reasonable control which may cause the use of the Premises to be cancelled.

14. Safeguarding

14.1. The Hirer is responsible for the welfare of those attending the Premises in connection with their use.

14.2. A Hirer hiring the Premises for a children's group must have their own safeguarding policies and procedures. The Hirer may be asked to attach a copy of the organisation's own procedures to the Agreement. Signing the Agreement affirms that these will be adhered to.

14.3. Any group wishing to make use of the Premises that does not have its own procedures may be provided with a copy of the Diocesan Child Protection Procedures. The Hirer will be required to sign an affirmation undertaking to follow these procedures in relation to use of the Premises.

15. General

15.1. No waiver by the Parish of any breach of the Conditions of Hire by the Hirer shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.2. If any of these Conditions of Hire is held by any court to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions of Hire and the remainder of the provision in question shall not be affected.

15.3. The Hire Agreement and Conditions of Hire shall be governed by the laws of England and the parties agree to submit any dispute arising in connection with it to the non-exclusive jurisdiction of the English courts.

15.4. The terms of the Hire Agreement and Conditions of Hire are the entire agreement between the parties relating to the hire of the Premises. No variation or addition to the terms of the Hire Agreement and Conditions of Hire shall be binding upon us unless agreed in writing.