

**PARISH PROPERTY CONDITIONS OF HIRE  
OUR LADY & ST JOSEPH'S, FOLKESTONE**

**1. Use of Parish Property (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 Any breach of potential breach of this condition will mean that the use of the Premises is withdrawn. In particular, the following should be noted:**

- a) The hirer or any person permitted by the hirer, shall not do anything at the Property which may in the reasonable opinion of the Parish Priest, be considered offensive to the ethics and principles of the Roman Catholic faith, including:
  - i. practices, procedures or promotions whose object is abortion involving the deliberate destruction of the human embryo or foetus at any time after fertilization, euthanasia or assisting to die of any human being and the supply of medicines, chemicals or instruments for use in practices or procedure prohibited by this paragraph.
  - ii. "In vitro fertilization" of human embryos or storage (whether by freezing or otherwise) except only where such experiments are carried out for the express benefit of the person or embryo upon whom such experiment is being carried out.
  - iii. Promotion and facilitation of trans-species fertilization, cloning or surrogate motherhood via artificial insemination or egg donation of human beings.

1.2 The use of the Premises shall be confined to the purpose identified in the Hire Agreement. The Hirer shall satisfy himself that the Premises are suitable for the intended purpose.

1.3 The Hirer shall not use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way nor do anything or cause any nuisance or inconvenience to neighbouring properties 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 and necessary facilities such as toilets.

1.5 Car parking is permitted in the Premises car park subject to availability and the Hirer is responsible for supervising car parking arrangements so as to avoid obstruction of the highway and emergency exits. Neither the Parish Priest, the Parish nor the Roman Catholic Archdiocese of Southwark CIO shall be liable for any loss or damage, howsoever occurring, to vehicles parked in the Premises car park.

1.6 Access to the Church by parishioners and the general public may not be impeded.

1.7 While no reasonable publicity display will be refused, the Hirer is to respect the location of the Church within the property

1.8 The Hirer shall permit the Parish Priest and/or Parish representatives to enter the Premises at all times during the hire period.

1.9 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.

**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 who may not sub-let or share possession of any part of the Premises.
- 2.3 The Hirer will be responsible for all actions and omissions of any suppliers of services (including external caterers or other suppliers of services) for the event taking place and the Hirer shall confirm the identity of such suppliers to the Parish Priest in advance.

### **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 may be attached to the walls or ceilings which may cause damage to the Premises.
- 3.3 The Premises must be left in a clean and tidy condition and all rubbish must be placed in the bins provided or removed from the Premises. Tables and chairs are to be returned to their original position at the end of use.
- 3.5 It is the responsibility of the Hirer to ensure that the Premises are secured, when leaving the Premises. Collection and return of keys should be arranged with the Parish Priest or Parish Representative.
- 3.6 Setting up and clearing up is to be within the overall time specified in the Hire Agreement.

### **4. Noise and Public Order**

- 4.1 The volume of amplified music is to be kept to an acceptable level to avoid causing a nuisance to neighbouring properties.
- 4.2 Amplified sound is not permitted.
- 4.3 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.

### **5. Opening Hours**

- 5.1 The Premises shall close at 2200 hours at the latest, unless otherwise specified in writing in the Hire Agreement.
- 5.2 No function shall extend beyond the hire period and the Hirer shall completely vacate the Premises and grounds including the car park by that time, unless otherwise specified in writing in the Hire Agreement.

### **6. Licensing & Gaming**

- 6.1 All licences or agreements necessary for the proposed use of the Premises are the responsibility of the Hirer (e.g. all public entertainment, theatre production, music, and reproduction of recordings).

6.2 The Hirer shall ensure that, at the Hirer's expense, all licences, consents, permission, or agreements necessary when using the Premises for any particular purpose 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. The Hirer may provide his / her own alcohol if specified in the Hire Agreement.

## **8. Deposit and Hire Fees**

8.1 Hire fees will be charged to external non-parish groups as set out in the Hire Agreement. All parish or Church related groups fees will be as agreed by the Parish Priest and may amount to a peppercorn.

8.2 Full payment of the hire fee is due 28 days before the date of hire or immediately upon signing the Hire Agreement if the hire period is within the next 28 days.

8.3 A deposit of £100.00 must be paid at least seven days prior to the hire period. This is against damage or loss or the need for additional cleaning.

8.4 The deposit will be returned within a week of the end of the hire period unless repair of any damage or loss or additional cleaning of the hall is required.

8.5 The Parish Priest reserves the right to deduct the cost of repair of damage or loss from the deposit to pay for any repairs or to replace any losses. If additional cleaning is required a minimum of £50.00 will be deducted from the deposit to pay for the cleaning.

## **9. Cancellation**

9.1 Cancellation fees will be charged as follows:

9.1.1 Cancellation within 28 days of the hire date – 25% of hire fee

9.1.2 Cancellation within 14 days of the hire date – 50% of hire fee

9.1.3 Cancellation less than 48 hours before the hire date will forfeit the whole hire fee.

9.2 The Parish Priest 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 the intended use by the Hirer;

9.2.2 an emergency requiring use of the Premises as a shelter for the victims of flooding, snowstorm, fire, explosion, or people at risk of those or similar disasters;

9.2.3 the Parish Priest reasonably considering that the hiring may be in breach of the Hire Agreement, the Conditions of Hire or any legal or statutory requirements.

9.3 The hire fee and deposit will be returned in the event of cancellation by the Parish Priest pursuant to clauses 9.2.1 or 9.2.2, but no refund will be given in the event of cancellation under clause 9.2.3. In all cases, the Parish Priest, Parish, and/or Roman Catholic Archdiocese of Southwark CIO 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 or 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 The Hirer shall ensure that caterers and persons used for supply of refreshments are required to observe hygiene regulations and any other reasonable requirements of the local Environmental Health Officer.
- 10.1.5 Animals, other than "service" dogs, are not permitted inside the building.

10.2 The Hirer shall:

- 10.2.1 Accept responsibility for being in charge of and on the Premises at all times during the hiring and for ensuring that all conditions of the Hire Agreement and Conditions of Hire are met.
- 10.2.2 Provide appropriate risk assessments 14 days in advance of the hire date covering all activities during the period of hire. Failure to provide such risk assessments will deem the Agreement as terminated.
- 10.2.3 Ensure, so far as is reasonably practicable, that persons using the premises do so in such a way that does not pose a risk to themselves or other people.
- 10.2.4 Take all reasonable precautions to ensure and safeguard the safety of persons and Parish property by the provision of adequate supervision at all times.
- 10.2.5 Take all reasonable precautions and make all reasonable efforts to observe all regulations, rules and conditions which relate to health and safety.
- 10.2.6 Provide any first aid facilities that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981.
- 10.2.7 Ensure that any electrical appliances brought by him to the Premises and used there are safe, in good working order and have a current Portable Appliance Testing (PAT) certificate.
- 10.2.8 Report any hazards (e.g. damaged carpet or trailing cables) to the Parish Priest as soon as possible and in any event no later than the next working day.
- 10.2.9 Comply with all Government and Diocesan guidance and regulations for the prevention and transmission of the Covid-19 virus.

**11. Fire Safety**

- 11.1 The Hirer is to carry out a single event fire risk assessment using the guidance and template supplied with this hire agreement and to ensure that all other users are aware of the fire procedures for the Premises.
- 11.2 The Hirer shall ensure that no more than 100 individuals are in the Premises.
- 11.3 Fire extinguishers must not be moved from their permanent positions unless there is a fire.
- 11.4 Seating arrangements must include sufficient gangways for emergency evacuation.
- 11.5 All escape routes and means of exit from the Premises, including in particular emergency exits, are to be kept clear of obstructions at all times.
- 11.6 Fire doors must be kept closed at all times and must only be used in the event of an emergency.

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

11.7.1 All fire exits are unlocked and panic bolts in good working order;

11.7.2 All escape routes are free from obstruction and can be safely used;

11.7.3 No fire doors are wedged open;

11.7.4 There are no obvious fire hazards on the Premises.

11.7.5 A "designated person" will be "nominated".

## **12. The Use of Candles within Parish Premises**

12.1 Candles cannot be used without the prior permission of the Parish and **only** those provided by the Parish shall be allowed.

12.2 No Group or User of the Parish Hall must bring into the Parish premises or attempt to use candles from an external source.

## **13. Accidents and Incidents**

13.1 The Hirer must report all accidents involving injury to any individual(s) to the Parish Priest as soon as possible and in any event no later than the next working day and the Hirer must complete the relevant section in the Parish's Accident Book.

13.2 Breakages must be reported to the Parish Priest within 24 hours of the incident.

## **14. Indemnities**

14.1 The Hirer shall be responsible for:

14.1.1 Payment of the deposit and the Hire fee.

14.1.2 Indemnifying the Parish Priest, Parish and Roman Catholic Archdiocese of Southwark CIO from and 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. There must be no COVID-19 exclusions within the policy.

14.1.3 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 Roman Catholic Archdiocese of Southwark CIO from and against such actions, costs, claims and demands.

14.1.4 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.

14.1.5 Providing a copy of their insurance document to the Parish Priest before their event.

14.2 The Hirer shall ensure that any supplier of services shall hold adequate Public Liability cover with an insurance company to a minimum limit of indemnity of £5,000,000 approved by the Parish Priest against the foregoing and produce evidence thereof on demand.

14.3 The Parish Priest, Parish and Roman Catholic Archdiocese of Southwark CIO 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 Premises to be temporarily closed, or unavailable or the use to be interrupted or cancelled.

## **15. Safeguarding**

15.1 The Hirer is responsible at all times for the welfare and safety of those attending the Premises in connection with their use of the Premises.

15.2 A Hirer hiring the Premises for a children's group or groups having adults deemed within the "at risk" category, must have their own safeguarding policies and procedures and must follow these. The Hirer will be asked to attach a copy of the organisation's own procedures to the Agreement and by signing the Agreement affirms that these will be adhered to at all times.

15.3 Any group wishing to make use of the Premises that does not have its own procedures will 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.

## **16. General**

16.1 No waiver by the Parish Priest 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.

16.2 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.

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

16.4 The terms of the Hire Agreement and Conditions of Hire are the entire agreement between the parties relating to the hire of the Premises and supersede all oral or written proposals, arrangements, and understandings.

16.5 Except for the Roman Catholic Archdiocese of Southwark CIO or a party acting on their behalf, or in a position where they provide services in relation to this hire agreement, no other third party can benefit from this Hire Agreement and the provisions of The Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

16.6 No variation or addition to the terms of the Hire Agreement and Conditions of Hire shall be binding upon us unless agreed in writing by the Parish Priest.