CLIFTON DIOCESE

PROPERTY SERVICES OFFICE
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CLIFTON DIOCESE
HIRE AGREEMENT FOR PARISH HALLS, ROOMS OR GROUNDS

TO BE USED ONLY FOR ONE-OFF OR SHORT-TERM REPEAT HIRE BY AN ORGANISATION/GROUP/COMPANY:

ANY HIRING FOR A CONTINUOUS PERIOD OF MORE THAN TWELVE MONTHS MUST BE REFERRED TO THE DIOCESAN SURVEYOR AND SHALL NOT BE VALID IF PURPORTED TO BE GRANTED BY THIS AGREEMENT.

Please note:

A. COMMUNICATION

- ***All communication for the hire of the Hired Space must be with the Parish Priest of the local RC Parish*** ("**Parish Priest**") (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 Hirer is expected to arrange for this form to completed and signed on behalf of the Hirer sent for approval by the Parish Priest on behalf of 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 and dated below signature (a copy of the signed and dated agreement then to be sent to the Hirer).

B. HIRER (the person or organisation hiring the hall/space)

- The Hirer who signs this form ***which must be signed on page 2 below*** 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).***
- If signing on behalf of an organisation the signatory must be authorised by the organisation to sign on its behalf, the organisation must be legally constituted (e.g. a corporate charity) ***and the person signing will remain personally responsible to the Diocese for compliance with the Hirer's obligations under this Agreement (see below).***
- 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). If the Hirer makes use of the Hired Space without a copy of the Agreement signed by the Parish Priest, the Hirer (and signatory on behalf of the Hirer) accepts liability for the terms of the this Agreement in any case.

D. INSURANCE

It is a requirement of this agreement that the Hirer obtains its own public liability insurance for the Permitted Use (as defined below) for the duration of the agreement and provides evidence of such insurance to the Parish Priest.

PARTICULARS OF THIS HIRE

THIS HIRE AGREEMENT RELATES TO THE RC PARISH OF

St Aldhelm's Malmesbury ("**the Parish**")

1) AND IS OF THE FOLLOWING SPACE: Larive and Dewell Parish Hall ("**Hired Space**")
Plan attached ~~YES~~/NO
AT: 26 Cross Hayes Lane, Malmesbury SN16 9BG ("**Parish Site**")

2) CONTACT AND CONTACT ADDRESS FOR THE DIOCESE

Susan Stanford
(if nothing inserted here then this shall be deemed to be the Parish Priest c/o at the Presbytery at the relevant local RC Parish Church)

3) PERIOD OF HIRE
(specify times and dates)

TIMES (from)……(Until)……

on DAY(S):……..

Starting on (*insert date*):……

and Finishing on (*insert date*) …… ("**Period of Hire**")

4) PURPOSE OF HIRE
(specify intended use)

……("**Permitted Use**")

5) DETAILS OF THE HIRER

……("**Hirer**")
(Hirer's name: Individual(s) or Legally Constituted Organisation)

OF

……

……
(Hirer's Address and Post Code)

Mobile ……Land line……..
(Hirer's contact telephone numbers)

Email address …….. *(Hirer's email address)*

6) CONTACT NAME FOR A HIRER ORGANISATION
(ie if not Individual Hirer)

……
(insert name of Signatory where Individual signing on behalf or organisation)

OF

……

……

……
(Signatory's address where Individual signing on behalf of organisation)

Mobile ……Land line……..
(Signatory's contact telephone numbers where Individual signing on behalf of organisation)

[Email address …….. *(Contact's email address)]*

7) HIRING FEE	£……for each day/date. Totalling £……
8) DEPOSIT	£……..
9) HIRER'S PUBLIC LIABILITY INSURANCE IN PLACE	Insurer: …… Policy No.: …….. Expiry Date: …….. Limit: £……..
10) SPECIAL CONDITIONS (IF ANY) *(eg agreed car parking rights; access to toilets; access to kitchens. Or attach them and note here" see attached")*	…… …… ……

Please see the following pages 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

By signing, 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) and***
- ***(if signing on behalf of an Organisation) I confirm and warrant that I am authorised to sign on behalf of that Organisation, that it is lawfully constituted, and that I will procure that the terms of this Hire Agreement will be observed and performed.***

SIGNED ON BEHALF OF THE HIRER ……

PRINT NAME …… ***By signing, 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 as of the date below***

SIGNED BY THE PARISH PRIEST ……..

on behalf of Clifton Diocese

PRINT NAME ……
DATE OF AGREEMENT ……

Information provided on this form, together with all other personal data held about these individuals by the Parish and the Clifton Diocese, is processed in accordance with the Diocese's Privacy Notice; which is available at https://cliftondiocese.com/privacy-notice or from the Parish Office.

THE CONDITIONS OF HIRE

Where the Diocese has signed and dated above to confirm agreement to the use by the Hirer of the Hired Space for the Permitted Use in return for a Hiring Fee and Deposit (if applicable) then the use by way of licence shall be permitted accordingly and shall be subject to the following conditions which are incorporated into the Hire Agreement

1.00 FEES AND DEPOSIT

1.01 The Hiring Fee and any Deposit 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 the bank account notified by the Parish Priest or his nominated person) or by cheque. The deposit in this context is not a holding or booking fee but a sum of money held against any loss or damage as described below.

1.02 Special arrangements may be made for payments for multiple bookings at the discretion of the Parish Priest.

1.03 The Deposit may be used towards any necessary cleaning or the making good of any damage or any other loss (including fees and expenses) to the Diocese resulting directly or indirectly from this Hire Agreement.

1.04 The payment of a Deposit does not limit the liability of the Hirer and further monies may be sought from the Hirer if costs, fees and expenses exceed the amount of the Deposit.

1.05 The balance of any Deposit (if any) after it has been applied in accordance with this Hire Agreement will be returned to the Hirer following the end of the Period of Hire.

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 must 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 so as 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 not to use or bring onto the Hire Space any bouncy castle or similar equipment, this is not permitted by the hall hire risk assessment

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 on any part of the Hired Space and building

2.01.15 leave the Hired Space and any associated space over which access has been permitted 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 and/or the insurers 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.(a) 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.(b) be aware of and be in compliance with 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.(c) provide a copy of the Hirer's safeguarding policy and comply with that policy (except where in conflict with the Catholic Safeguarding Standards Agency (CSSA) safeguarding policy where the CSSA safeguarding policy will take precedence). Where the CSSA policy takes precedence, or where the Hirer has no policy, the Hirer will comply with the requirements of the CSSA policy *(all policies and procedures should be seen by the local safeguarding representative who may also consult with the Diocese Safeguarding Coordinator. The CSSA policy can be found at: https://catholicsafeguarding.org.uk/resources/national-safeguarding-policy/*

2.02.(d) 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

2.02 (e) not interfere with or damage the fabric of the building or any fixtures and fittings within it in any way to include (non - exhaustively) gas or electrical appliances, drilling holes in walls or nailing items to walls.

2.02.(f) provide copies of all risk assessments and method statements relevant to and in connection with the Permitted Use

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 28 days prior to the start of the Period of the Hire then the Diocese will refund to the Hirer the Hiring Fee. Bookings cancelled less than 28 days before the event will incur 50% of the full hire cost. Cancellation at less than 48 hours notice require the booking to be paid in full. Bookings that have not been cancelled, even though the event does not take place, will result in the full hire cost being levied. Further bookings will not be accepted until all outstanding payments have been received

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.

6.08 Acknowledges that closed circuit television (CCTV) may be in operation within hired premises for security and safety purposes the hirer is to inform guests that CCTV will be in operation. Data is retained in line with The Clifton Diocese Data Protection Policy