

## CONDITIONS RELATING TO THE USE OF THE PREMISES

### 1. INTERPRETATION

These conditions (the "**Conditions**") are to be read in conjunction with the Licence for use of the Premises (the "**Licence**") and all terms defined in the Licence shall have the same meaning in these Conditions unless otherwise stated.

### 2. USE OF THE PREMISES

2.1 **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 Any breach or potential breach of this condition will mean that the use of the Premises is withdrawn.**

2.2 The use of the Premises shall be confined to the Permitted Use and the Occupier 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.

2.3 The Occupier shall satisfy himself that the Premises are suitable for the intended purpose and the Diocese gives no warranty that the Premises is legally or physically fit for any purpose.

2.4 The Occupier is permitted to use the tables and chairs and any other equipment made available to them within the Premises for their ordinary purpose, (e.g., chairs are to be sat on). Equipment must not be used for any other purpose (e.g., do not use chairs as dance props or tables for work at height).

2.5 The Occupier, its agent and employees are not permitted to park cars and other vehicles in the Parish car park.

2.6 Access to the Church and to the cemetery by parishioners and the general public may not be impeded by the Occupier, its agents or employees.

2.7 The Occupier is to not display any signs or notices at the Premises without the prior consent of the Parish Priest (who may at their sole discretion refuse such consent).

2.8 The Occupier shall permit the Parish Priest and/or Parish representatives, agents or employees to enter the Premises at all times during the Licence Period.

2.9 The Occupier shall comply with all laws, regulations and codes of practice relating to the Premises and relating to the Permitted Use during the Licence Period.

2.10 Notwithstanding any other clause of these Conditions, the Occupier shall observe any rules and regulations made by the Diocese and / or the Parish Priest from time to time which relate the Occupier's use of the Premises.

### 3. NO RIGHTS

3.1 The Licence constitutes permission to use the Premises for the Permitted Use for the Licence Period.

3.2 The Diocese does not grant exclusive possession of the Premises to the Occupier and the Diocese agree that the Licence does not confer a tenancy or other right of occupation on the Occupier.

3.3 The Licence is personal to the Occupier who may not sub-let or share possession of any part of the Premises and the Diocese does not grant exclusive possession of the Premises.

3.4 The Occupier 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.

#### **4. PREPARATION AND CLEANLINESS**

4.1 The Occupier is responsible for setting up the Premises for their use.

4.2 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.

4.3 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.

4.4 The Occupier shall not remove any property belonging to the Diocese from the Premises and must keep any such property in a good condition.

4.5 It is the responsibility of the Occupier to ensure that the Premises are secured and alarms activated (if present) when leaving the Premises. Collection and return of keys should be arranged with the Parish Priest.

4.6 The Parish Priest may dispose of any property or goods of the Occupier left at the Premises at the end of the Licence Period without any liability to the Diocese to the extent these have not been collected by the Occupier within 7 calendar days of the end of the Licence Period.

4.7 The Diocese shall not be responsible liable for any damage to any goods or property of the Occupier left in the Premises or otherwise sustained whilst they are in the Premises.

4.8 Setting up and clearing up is to be within the Licence Period.

#### **5. NOISE AND PUBLIC ORDER**

5.1 The volume of amplified music is to be kept to an acceptable level to avoid causing a nuisance to neighbouring properties.

5.2 Amplified sound must cease at 21:00 hours (unless a different time has been agreed with the Parish Priest in advance).

5.3 The Occupier 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.

#### **6. OPENING HOURS**

6.1 The Premises shall close at 22:00 hours (unless a different time has been agreed with the Parish Priest in advance).

6.2 No function shall extend beyond the Licence Period and the Occupier shall completely vacate the Premises and grounds (including the car park) by that time, unless otherwise specified in writing in the Licence.

## **7. LICENSING & GAMING**

7.1 All licences or agreements necessary for the Permitted Use are the responsibility of the Occupier (e.g. all public entertainment, theatre production, music and reproduction of recordings).

7.2 The Occupier shall ensure that, at the Occupier's expense, all licences, consents, permission or agreements necessary when using the Premises for the Permitted Use and any particular purpose are obtained and in force during the Licence Period.

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

## **8. SALE OF ALCOHOL**

The sale of alcohol on the Premises is prohibited. The Occupier may provide his / her own alcohol if agreed with the Parish Priest (who may in their sole discretion refuse such request) and it is included as a Special Arrangement.

## **9. DEPOSIT AND LICENCE FEE**

9.1 The Deposit is to be paid to the Parish Priest on the date of the Licence.

9.2 The Occupier shall pay the Licence Fee to the Parish Priest:

- (a) 28 days before the start of the Licence Period; or
- (b) if the Licence Period is to commence within 28 days of the date of the Licence, the date of the Licence.

9.3 Subject to clause 9.4 and at the earlier of the end of the Licence Period or the early termination of the Licence in accordance with these Conditions, the Deposit will be returned to the Occupier within 7 calendar days.

9.4 The Parish Priest reserves the right to deduct from the Deposit:

- (a) the cost of repair of damage to the Premises or loss incurred by the Diocese by the Occupiers use of the Premises; and
- (b) the costs incurred by the Diocese in cleaning the Premises.

## **10. TERMINATION AND CANCELLATION**

10.1 The permission granted by the Licence shall determine at the earliest of :

- (a) the end of the Licence Period; or
- (b) immediately upon the occurrence of any of the events which result in early determination and which are set out in these Conditions.

- 10.2 Determination of the Licence shall affect neither the Diocese's or the Occupier's other rights and remedies nor the Occupier's liability in relation to earlier breaches of the terms of the Licence.
- 10.3 If prior to the start of the Licence Period, the Occupier terminates the Licence a cancellation fee (the "**Cancellation Fee**") shall be payable by the Occupier to the Parish Priest in accordance with clause 10.4.
- 10.4 The Cancellation Fee shall be calculated as follows:
- (a) 25% of the Deposit in the event that the Occupier terminates the Licence 28 calendar days prior to the start of the Licence Period;
  - (b) 50% of the Deposit in the event that the Occupier terminates the Licence 14 calendar days prior to the start of the Licence Period; and
  - (c) the Deposit in the event that the Occupier terminates the Licence less than 48 hours prior to the start of the Licence Period.
- 10.5 The Parish Priest (at their sole discretion) reserves the right to terminate the Licence by written notice to the Occupier in the event of:
- (a) the Premises becoming unfit for the Permitted Use;
  - (b) 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;
  - (c) the use of the Premises is required by the Diocese for the purpose of or in connection with a religious event which is consistent with the teachings of the Catholic Church; and
  - (d) the Parish Priest reasonably considering that the use of the Premises may be the Occupier may be in breach of the Licence, these Conditions or any legal or statutory requirements.
- 10.6 The Licence Fee and Deposit will be refunded in the event of cancellation by the Parish Priest pursuant to clauses 10.5(a), 10.5(b) and 10.5(c), but no refund will be given in the event of cancellation under clause 10.5(d). In all cases, the Parish Priest, Parish and/or Diocese shall not be liable to the Occupier for any resulting direct or indirect loss or damages whatsoever.

## **11. HEALTH & SAFETY**

- 11.1 The Occupier shall ensure that:
- (a) they have read, familiarised themselves and have made all other users of the Premises aware of any guidance notes relating to the use of the Premises by the Diocese and / or Parish Priest;
  - (b) there is no smoking on the Premises;
  - (c) nothing of an inflammable or explosive nature is brought onto the Premises;
  - (d) no additional cooking facilities are to be introduced into the Premises;

- (e) caterers and persons used for supply of refreshments are required to observe hygiene regulations and application legislation and any other requirements of the local Environmental Health Officer; and
- (f) animals (other than guide dogs) are not permitted inside the Premises.

11.2 The Occupier shall:

- (a) accept responsibility for being in charge of and on the Premises at all times during the Licence Period and for ensuring that the terms of the Licence and these Conditions are complied with;
- (b) provide appropriate risk assessments 14 calendar days in advance of the start of the Licence Period covering all activities that are intended to take place on the Premises during the Licence Period and a failure to provide such risk assessments will deem the Licence terminated and the Diocese and / or Parish Priest shall be under no obligation to return the Deposit to the Occupier;
- (c) ensure, so far as is reasonably practicable, that any persons using the Premises do so in such a way that does not pose a risk to themselves or other people;
- (d) take all reasonable precautions to ensure and safeguard the safety of any persons using the Premises and Parish property by the provision of adequate supervision at all times;
- (e) take all reasonable precautions and make all reasonable efforts to observe all regulations, rules and conditions which relate to health and safety;
- (f) provide any first aid facilities that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981;
- (g) 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; and
- (h) 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.

11.3 The Diocese shall not be liable for the death or injury to the Occupier, its agents or employees but, for the avoidance of doubt, the Diocese is not limiting or excluding liability for any death or injury caused by negligence of the Diocese or any matter which would be unlawful for the Diocese to exclude or restrict liability.

## 12. FIRE SAFETY

12.1 The Occupier shall:

- (a) familiarise himself with the Premises fire risk assessment and any other guidance notes provided by the Diocese and / or Parish Priest relating to fire safety and make all other users of the Premises aware of the fire procedures for the Premises;
- (b) ensure that at no time the capacity of the Premises exceeds such capacity as the Diocese shall impose from time to time and it is the responsibility of the Occupier to contact the Parish Priest and / or Diocese to confirm such capacity;
- (c) not move fire extinguishers from their permanent positions unless there is a fire;

- (d) ensure that any seating arrangements include sufficient gangways for emergency evacuation;
- (e) ensure that 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; and
- (f) keep fire doors closed at all times and must only be used in the event of an emergency.

12.2 Prior to the start of the Licence Period, the Occupier shall check that:

- (a) all fire exits are unlocked and panic bolts in good working order;
- (b) all escape routes are free from obstruction and can be safely used;
- (c) no fire doors are wedged open; and
- (d) there are no obvious fire hazards on the Premises.

### **13. ACCIDENTS AND INCIDENTS**

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

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

### **14. INDEMNITIES**

14.1 The Occupier shall be responsible for:

- (a) payment of the Deposit and the Licence Fee;
- (b) indemnifying the Parish Priest, Parish and Diocese from and against all actions, costs, claims, demands and damages arising from any breach of these Conditions, any accidents or injuries sustained by any persons arising out of or incidental to the use of the Premises by the Occupier, its employees or agents;
- (c) 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 Occupier or any persons attending the Premises in connection with the Permitted Use shall indemnify the Parish Priest, Parish and the Diocese from and against such actions, costs, claims and demands; and
- (d) any damage (including accidental damage) to the Premises or to the fixtures, fittings or contents thereof and for loss of contents.

14.2 The Occupier shall effect, and shall ensure that any suppliers shall effect, adequate Public Liability cover with an insurance company to a minimum limit of indemnity of £5,000,000 and produce evidence thereof on demand.

14.3 The Parish Priest, Parish and Diocese 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 during the Licence Period or prevents the Premises from being used for the Permitted Use.

## **15. SAFEGUARDING**

- 15.1 The Occupier 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 Occupier hiring the Premises for a children's group or groups must have their own safeguarding policies and procedures and must follow these. The Occupier must provide their own safeguarding policies to the Diocese upon request.

## **16. GENERAL**

- 16.1 All sums payable under the Licence and these Conditions are exclusive of value added tax.
- 16.2 No waiver by the Parish Priest of any breach of these Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 16.3 If any clause of these Conditions is held by any court to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
- 16.4 The Licence and these Conditions 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.
- 16.5 The terms of the Licence and Conditions are the entire agreement between the parties relating to the use of the Premises and supersede all oral or written proposals, arrangements and understandings and the Occupier acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Diocese before the date of the Licence.
- 16.6 Except for the Diocese, no third party can benefit from the Licence and the provisions of The Contracts (Rights of Third Parties) Act 1999 are expressly excluded.
- 16.7 No variation or addition to the terms of the Licence or these Conditions shall be binding upon us unless agreed in writing by the Parish Priest (acting for and on behalf of the Diocese).
- 16.8 The Parish Priest (or authorised signatory) shall act as agent for an on behalf of the Diocese.