

PARISH HALLS AT OUR LADY'S, ST. JOHN'S WOOD

INTRODUCTION

This agreement has been updated to include advice on guidance for COVID-19, which all hall Hirers are obliged to comply with and provide evidence of compliance. Failure to do so will result in the cancellation of the agreement with immediate effect.

The halls are a Parish facility primarily for use in conjunction with the church and its services. They are available for use by groups associated with the Parish or by other groups at the discretion of the Parish Priest.

The halls are owned by the Westminster Roman Catholic Diocesan Trust and can only be used for purposes which are consistent with the charitable objects of the Diocesan Trust. It is a condition of all hirings that the halls will 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 halls must be respected. Any breach or potential breach of this condition will mean that the use of the halls is withdrawn.

Users and hirers should read these papers in full. Applications to use or hire the halls should be made to the Parish Priest or his delegated representative.

The hire agreement will not be binding until accepted and signed by the Parish Priest or his delegated representative. The Parish Priest may decline the request to hire the premises at any time at his sole discretion.

CONDITIONS OF HIRE

1. Use of halls (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 Any breach or potential breach of this condition will mean that the use of the Premises is withdrawn.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. The Hirer shall satisfy him/herself that the Premises are suitable for the intended purpose. A COVID-19 Risk Assessment has been completed which the Hirer is obliged to follow to ensure the premises remain COVID-19 Safe for all users.

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. These areas will need to be cleaned after each use. It does not include the outside area, car park (other than for parking cars) or the presbytery garden. Use of the premises does not include the hall crockery, cutlery or other kitchen utensils. The kitchen is out of bounds to children under the age of 12 years.
- 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 Priests, the Parish nor the Westminster Roman Catholic Diocese Trust shall be liable for any loss or damage, howsoever occurring, to vehicles parked in the Premises car park.
- 1.6 Access to the church and to the presbytery by parishioners and the general public may not be impeded.
- 1.7 The Hirer shall permit the Parish Priest and/or Parish representatives to enter and inspect the Premises at all times during the hire period.
- 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.

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 or his delegated representative in advance. It is the Hirers responsibility to ensure the contractor has a COVID-19 Policy in place.

3. Preparation and Cleanliness

- 3.1 The Hirer is responsible for setting up the Premises for their use. Please lift (do not drag) furniture and equipment across the floor. Measures for social distancing must be considered when planning your activity.

- 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. Decorations may be attached to the felt noticeboards but original displays should be reinstated at the end of the Hire Agreement.
- 3.3 The Premises (including the halls, kitchen, toilets and the area around the Premises) must be left in a clean and tidy condition and all rubbish must be packed in sealed black sacks and placed in the bins provided or removed from the Premises. Tables and chairs (wiped clean as necessary) are to be returned to their stacked original position at the end of use. You must facilitate the cleaning of all equipment and resources used in the course of your activity, ensuring they are COVID-19 safe for other users.
- 3.4 It is the responsibility of the Hirer to ensure that the Premises are secured and alarms activated (if present) when leaving the Premises; that all windows are firmly closed; that the cooker and other electrical items and lights are switched off; that no taps or toilet cisterns are running; that perishable food is removed from the Premises. Collection and return of any keys should be arranged with the Parish Priest or his delegated representative at the time of signing the Hire Agreement.
- 3.5 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 music is to be kept to an acceptable level to avoid causing a nuisance to neighbouring properties. Current government restrictions in place prevent the broadcast of music that will make conversation difficult.
- 4.2 Amplified sound is not permitted. Quiet background music is permitted but not when services are in progress in the church. All music must cease at 1800 hours unless otherwise specified in the Hire Agreement.
- 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. During this time of the pandemic alcohol will not be permitted to ensure COVID-19 Safe measures are stringently followed including social distancing.

5. Opening Hours

- 5.1 The Premises shall close at 1800 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

Activities involving large groups will be limited during the period of COVID-19 to ensure safety measures can be observed.

- 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. During the period of COVID-19 the sale of alcohol will not be permitted to ensure social distancing and other safety measures can be observed at all times.

8. Deposit and Hire Fees

- 8.1 Hire fees will be charged to non-parish groups as follows:
- | | |
|----------|--|
| Set-up | £10 per hour or part thereof up to a maximum of one hour |
| Event | £40 per hour or part thereof |
| Clear-up | £10 per hour or part thereof up to a maximum of one hour |
- 8.2 Full payment of the hire fee is due upon signing the Hire Agreement.
- 8.3 A deposit of £50 must be paid at the time of booking. 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. Any deposits not collected after a period of three months from the date of the Hire Agreement will be forfeit.

- 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, the deposit will be forfeit to pay for the cleaning.
- 8.6 A COVID-19 Fee of £40 will be charged to cover the cost of additional cleaning hand hygiene and PPE to keep the premises COVID-19 Safe. This will be taken with the deposit. This additional charge is non-refundable.

9. Cancellation

- 9.1 Cancellation fees will be charged as follows:
- 9.1.1 Cancellation within 28 days of the hire date – 25% of fees plus deposit
 - 9.1.2 Cancellation within 14 days of the hire date – 50% of fees plus deposit
 - 9.1.3 Cancellation less than 48 hours before the hire date will forfeit 100% of fees plus the deposit.
- 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 refunded 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 Westminster Roman Catholic Diocese Trust 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. The use of the kitchen is to be agreed in advance and must be included in your cleaning regime.

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. They are to have the necessary COVID-19 policies in place.

10.1.5 Animals, other than guide 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, including compliance with all risk assessments and COVID-19 Protocols and keeping records of attendees to support NHS Test and Trace.

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. A COVID-19 risk assessment must be provided for the hire.

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. This includes compliance with current COVID-19 guidance and restrictions.

10.2.6 Provide any first aid facilities that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981. Have a clear guidance in place for all incidents taking into account COVID-19 restrictions on mouth to mouth resuscitation.

10.2.7 Ensure that any electrical appliances brought by him/herself 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) and breakages to the Parish Priest as soon as possible and in any event no later than the next working day.

11. Fire Safety

11.1 The Hirer is to familiarise him/herself with the Premises particularly the emergency exits, the muster point on the opposite pavement of Lodge Road, the location of fire-fighting equipment (including fire extinguishers and fire blankets), and First Aid Kits, and make all other users aware of the fire procedures for the Premises.

- 11.2 The Hirer shall ensure that no more than the following number of individuals is in the Premises: 30 in the Upper Hall, 10 in the Lower Hall.
- 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, one way systems where possible and social distancing.
- 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.

12. Accidents and Incidents

- 12.1 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.
- 12.2 Breakages must be reported to the Parish Priest within 24 hours of the incident.
- 12.3 Any safety issues must be notified to the Parish immediately and the Premises evacuated.

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 and Westminster Roman Catholic Diocese Trust 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.

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 Westminster Roman Catholic Diocese Trust 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.

13.1.5 Ensuring compliance with all of the necessary control measures in place to maintain a COVID-19 Safe environment.

13.2 The Hirer shall effect, and shall ensure that any supplier shall effect, 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.

13.3 The Parish Priest, Parish and Westminster Roman Catholic Diocese Trust 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.

14. Safeguarding

14.1 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 and must be familiar with the statutory government document "Working Together to Safeguard Children 2018".

<https://www.gov.uk/government/publications/working-together-to-safeguard-children--2>

14.2 A Hirer hiring the Premises for a children's group or groups with vulnerable adults must have his/her 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. **These should also include necessary vetting procedures where appropriate which can also be found on the CSAS (Catholic Safeguarding Advisory Services) website at <https://www.csas.uk.net/>.**

14.3 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 Safeguarding Procedures

14.4 The Hirer will be required to sign an affirmation undertaking to follow these procedures in the documents listed at 14.3 above and those detailed below in relation to use of the Premises.

14.4.1a Has the Hirer for an organisation followed the Statutory National Safeguarding Guidelines and the CSAS Safeguarding Guidelines, Policies and Procedures?

YES / NO (delete as appropriate)

14.4.1a.i Have all volunteers within the group been DBS checked for the appropriate workforce (at least within the last three years) and is a record of the relevant DBS documents notably name, surname, role and DBS release date and status (clear) of the persons attached to this Hirer's Agreement?(NB External organisations/groups/clubs must be ready and available to provide an updated and complete record of DBS checked individuals should statutory agencies advance such a request to parishes that hire their premises to the aforementioned organisations/groups/clubs when they conduct activities involving vulnerable groups):

YES / NO (delete as appropriate)

14.4.1a.ii Have all volunteers within the group been safely recruited (as described in the documents in 14.4.1) during interview process?

YES / NO (delete as appropriate)

14.4.1a.iii Has ID verification for all volunteers within the group been checked?

YES / NO (delete as appropriate)

14.4.1a.iv A Hirer who does not have their own procedures has read and agrees to abide by CSAS Safeguarding Guidelines, Policies and Procedures.

YES / NO (delete as appropriate)

Or 14.4.1b

For private parties and other one-off events, parents or legal guardians have agreed to take direct responsibility for organising and/or delegating the Safeguarding of their own children and vulnerable adults.

YES / NO (delete as appropriate)

14.4.2 The Hirer has sufficient liability insurance to provide for any ensuing matters.

YES / NO (delete as appropriate)

14.4.3 The Hirer has confirmed that all relevant education and training has been undertaken, to promote Safeguarding whilst they are using the Premises.

YES / NO (delete as appropriate)

14.4.4 The Hirer has been informed as to how to record an incident in their log book (this must be available for inspection by the Parish Priest or his delegated representative or a statutory body), how to report an incident to the Police, and how to approach

the Parish safeguarding representative (stjohnswoodsafeguarding@rcdow.org.uk) should the incident occur on the Premises.

YES / NO (delete as appropriate)

14.4.5 The Hirer has been informed of how to keep up-to-date with the Diocesan Safeguarding Policy which is available on the Diocesan website at

www.rcdow.org.uk

YES / NO (delete as appropriate)

15. General

- 15.1 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.
- 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 Customer (Hirer) agrees 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 and supersede all oral or written proposals, arrangements and understandings.
- 15.5 Except for the Diocesan Trust, no third party can benefit from this Hire Agreement and the provisions of The Contracts (Rights of Third Parties) Act 1999 are expressly excluded.
- 15.6 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.
- 15.7 In cases of long-term use, changes in hours and days (including holidays) must be made to the Parish Priest or his delegated representative 28 days in advance or the Hirer will be billed for those days and times.
- 15.8 In cases of long-term use, changes in Hirer must be made to the Parish Priest or his delegated representative 28 days in advance so that new documentation may be raised and signed.

Address of Hirer

Email Address of Hirer

Telephone Number of Hirer

The Parish Priest permits the Hirer to use the Premises as set out above subject to the terms and conditions contained in the 'Conditions of Hire' attached. The Hire Agreement will not be binding until accepted and signed by the Parish Priest. The Parish Priest may decline the request to hire the Premises at any time at his sole discretion.

Agreed by Parish Priest/Delegated Representative Date

Name of Parish Priest/Delegated Representative (Print)

Deposit Received by Date

Balance Received by Date

COVID-19 charge Received by Date

Deposit Returned by Date

Deposit Return Received by Date

Protecting your privacy - Your personal details will be stored and used by the Parish only for the purposes of running and administering the above event. They will not be disclosed outside this parish.

Details of how we process your data, and your rights, are on the full Privacy Notice and can be found at rcdow.org.uk/diocese/privacy-policy.