



Diocese of Westminster

PROPERTY DEPARTMENT

PARISH CENTRE - Boxmoor & ST JOSEPH'S HALL - Boxmoor

CONDITIONS OF HIRE

The Premises is a Parish facility primarily for use in conjunction with the Church and its services, including baptisms, weddings and funerals. It is available for use by groups associated with the Parish or for other purposes at the discretion of the Parish Priest. The booking form and 'Conditions of Hire' can be found within. Users and hirers should read these in full. Applications to use or hire The Premises should be made to the Parish Priest.

The Hall is owned by the Diocese of Westminster and can only be used for purposes which are consistent with the charitable objects of the diocesan trust. It is a condition of all hiring's that the Hall 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 Hall must be respected. Any breach of potential breach of this condition will mean that the use of the Hall is withdrawn.

The Hiring Agreement and 'Conditions of Hire' can be found overleaf. Users and hirers should read these in full. Applications to use or hire the Hall should be made to the Parish Administrator. The Hire Agreement will not be binding until accepted and signed by the Parish Priest. The Parish Administrator may decline the request to hire the Premises at any time at his sole discretion. The hire fees are as set out in the Hire Agreement. For private bookings a deposit of £50 is required at the time of booking. The deposit will be returned in full within one week after use of the Hall. If additional cleaning of the Hall is required the full deposit will be kept to pay for the cleaning.

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. Cancellation fees may be payable in the event of a cancellation, as set out in the Conditions of Hire.

Please make **cheques payable to WRCDT Hemel West** and returned with a copy of the booking form to the Parish Office, 186 St John's Road, Hemel Hempstead, Hertfordshire. HP1 1NR for the attention of the Parish Administrator.

Definitions

The Premises - Parish Centre and/or St Joseph's Hall located at 186 St John's Road, HP1 1NR

Parish Priest - The Parish Priest or his appointed representative including the Parish Administrator

Hirer - The person who has signed the booking form or their appointed representative

Diocesan Trust - Westminster Roman Catholic Diocesan Trustee

The Parish – Hemel West



Conditions:

1. Use of the Parish Centre, Boxmoor and St Joseph's Hall.

- 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 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. These areas will need to be cleaned after each use.
- 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, presbytery, maisonettes, disabled bays and emergency exits. Neither the Parish Priest, the Parish nor the Diocesan Trust shall be liable for any loss or damage, howsoever occurring, to vehicles and or their contents parked in The Premises car park.
- 1.6 Any external signage used for event publicity must have prior written agreement from the Parish Administrator.
- 1.7 The Hirer shall permit the Parish Priest or his Parish representative to enter 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 in advance. It is the Hirers responsibility to ensure the contractors 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.
- 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. The Parish Priest reserves the right to deduct the cost of repair of damage to walls or ceiling's from the deposit to pay for any repairs
- 3.3 The Premises must be left in a clean and tidy condition and all rubbish must be placed in the bins provided and 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 Administrator.



- 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, not exceeding 90 decibels, to avoid causing a nuisance to neighbouring properties.
- 4.2 Amplified sound must cease at 22:30 hours unless specified in the Booking Form.
- 4.3 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. 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 23:00 hours at the latest, unless otherwise specified in writing in the Booking Form.
- 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). A valid music licence will be displayed in The Premises by the Parish Priest.
- 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. In addition, they must supply the Parish Administrator with any information reasonably required for any of these purposes.
- 6.3 The Hirer shall ensure that Bingo, raffles 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 you have a licence to sell alcohol. A Premises Licence or TEN (Temporary Event Notice) is required to serve or sell alcohol. This includes to serving of 'free' alcohol which is included in an event ticket price. A licence would not be required to serve alcohol at a private party where there is no profit or financial gain. The Hirer may provide his/her own alcohol if specified in the Hire Agreement.

8. Deposit and Hire Fees

- 8.1 Full payment of the hire fee is due 28 days before the date of hire or immediately upon signing the booking form if the hire period is within the next 28 days. The minimum let for the hire of the hall is two hours.
- 8.2 A deposit of £50 must be paid at the time of booking. This is against damage or loss or the need for additional cleaning. We require a post-dated cheque payable to WRCDDT Hemel West for the date of your event, this cheque is held on file and only cashed in the event of breach of the terms of contract as specified. The cheque is destroyed post event.
- 8.3 The deposit will be shredded within a week of the end of the hire period unless repair of any damage or loss or additional cleaning of The Premises is required.
- 8.4 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 £50 will be deducted from the deposit to pay for the cleaning. If the caretaker is kept beyond the end of the booking time a charge of £25 per 15 minutes, or any part thereof, will be deducted from the deposit.



9. Cancellation

- 9.1 Cancellation fees will be charged as follows:
 - 9.1.1 Cancellation within 28 days of the hire date – 25% deposit
 - 9.1.2 Cancellation within 14 days of the hire date – 50% deposit
 - 9.1.3 Cancellation less than 48 hours before the hire date will forfeit the whole deposit.
- 9.2 The Parish Administrator 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.
 - 9.2.4 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 Diocesan Trust shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

10. 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.
- 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.
- 10.2.6 Provide any first aid facilities as 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.



11. Health and Safety (including Fire Safety)

- 11.1 The Parish Priest will ensure that The Premises are fit for purpose including maintenance of all equipment and fire safety devices and health and safety notices.
- 11.2 The Hirer must familiarise themselves and for those whom they are responsible with the fire emergency procedures for The Premises.
- 11.3 The Hirer shall ensure that no more than the following number of individuals is in The Premises: Parish Centre: 100 with tables, 120 seated conference style or 150 standing. St Joseph's Hall 40 seated 60 standing.
- 11.4 Fire extinguishers must not be moved from their permanent positions unless there is a fire.
- 11.5 Seating arrangements must include sufficient gangways for emergency evacuation.
- 11.6 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.
- 11.7 Fire doors must be kept closed at all times and must only be used in the event of an emergency.
- 11.8 **In advance of commencing the use of The Premises, the Hirer shall check that:**
 - 11.8.1 all fire exits are unlocked and panic bars in good working order;
 - 11.8.2 all escape routes are free from obstruction and can be safely used;
 - 11.8.3 no fire doors are wedged open;
 - 11.8.4 there are no obvious fire hazards on The Premises.

12.

- 12.1 The Premises is a **No Smoking** building. Smoking is permitted outside The Premises subject to use of disposal boxes.
- 12.2 Nothing of an inflammable or explosive nature or similar devices may be brought onto The Premises including use of candles, fireworks or similar devices.
- 12.3 No additional cooking facilities are to be introduced into the Premises.
- 12.4 The Hirer shall inform caterers and persons used for supply of refreshments that they are required to observe The Premises hygiene regulations, allergen notices and any other reasonable requirements of the local Environmental Health Officer.
- 12.5 Animals, other than guide & hearing dogs, are not permitted inside the building.
- 12.6 Use of bouncy castles and any other children's play equipment must have prior agreement from the Parish Administrator.

13. The Hirer (where appropriate) shall:

- 13.1 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.
- 13.2 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.
- 13.3 Take all reasonable precautions to ensure and safeguard the safety of persons and Parish property by the provision of adequate adult supervision at all times.



- 13.4 Take all reasonable precautions and make all reasonable efforts to observe all posted notices, rules and conditions which relate to health and safety.
- 13.5 Ensure that any electrical appliances brought to and used in The Premises are safe, in good working order and have a current Portable Appliance Testing (PAT) certificate.
- 13.6 Report any hazards (e.g. damaged carpet or trailing cables) to the Parish Priest by suitable entry in the caretaker's notebook located in the kitchen, as soon as possible and in any event no later than the next working day.

14. Accidents/ Incident Reporting

- 14.1 **The Hirer must report all accidents involving injury to any individual(s) to the Parish Administrator 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** located in the Premises kitchen. **IN ADDITION**, an ACCIDENT/INCIDENT REPORT must be completed WITHOUT DELAY. Blank forms are inside the First Aid box in the Premises kitchen.
- 14.2 **Breakage or Damage Reporting** - Any incident involving the Premises and/or its contents during the hire period must be reported in the caretaker's notebook located in the Premises kitchen. In either of the above circumstances the Parish Priest's representative must be informed by phone within 24 hours on 01442 391 759.

15. Indemnities

The Hirer shall be responsible for:

- 15.1 Payment of the deposit and the Hire fee.
- 15.2 Indemnifying the Parish Priest, Parish and Diocesan 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.
- 15.3 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 including cloakroom facility, 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 Diocesan Trust from and against such actions, costs, claims and demands.
- 15.4 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.
- 15.5 The Parish Priest, Parish and Diocesan 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.

16. Insurance

- 16.1 The hirer shall affect, and shall ensure that any supplier of goods and services shall affect adequate public liability cover with an authorised insurer, to a minimum limit of indemnity of £2,000,000 and produce evidence thereof on demand.
- 16.2 The hirer should take steps to establish that suitable public liability insurance is in place.



17 Safeguarding

17.1 The Diocese of Westminster is keen to adopt a 'Culture of Safeguarding' across all our parishes, this enables the Catholic Church to:

- Improve the awareness and knowledge around the safeguarding policy
- Ensure those working/volunteering with children follow correct procedures to respond to allegations and concerns.
- Ensure that everyone involved in activities with children and/or adults at risk have been safely recruited (including DBS checks). <https://www.gov.uk/government/collections/dbs-eligibility-guidance>
- Create safer environments for all members of the public who interact with parishes.

17.2 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.

17.3 Policies and procedures:

- A Hirer hiring the Premises for a children's group or groups of adults at risk must have **his/her** own safeguarding policies and procedures, to be attached to this agreement. By signing the Agreement affirms that these procedures will be adhered to at all times. These must reflect the Roman Catholic Church's policies, found at <https://www.csas.uk.net/safeguarding-resources/>
- Any group wishing to make use of the Premises that does not have its own Child Protection Policies and Procedures in place will be directed to CSAS website <https://www.csas.uk.net/safeguarding-resources/>

17.4 Safe Recruitment of staff and volunteers:

- By signing the declaration below the Hirer has agreed to implement the CSAS Guidelines found at <https://www.csas.uk.net/safeguarding-resources/> , including that all volunteers within the group have been DBS checked where required.

17.5 Reporting of Concerns:

- The Hirer must report a safeguarding concern to the Statutory agencies and Parish Safeguarding Representative (PSR), should the concern occur on the parish premises. A safeguarding poster with the PSR's details is available on each parish/ethnic chaplaincy's notice board.
- The diocesan email address for reporting concerns is: safeguarding@rcdow.org.uk

17.6 Safe Working practices:

See CSAS policy at <https://www.csas.uk.net/procedures-manual/#cat-4>

These include:

- Staff and volunteers are not to work/meet alone with children or adults at risk. See CSAS policy at <https://www.csas.uk.net/procedures-manual/#cat-4> Staff and volunteers are not to directly contact children or adults at risk both in person or via social media.
- It is advisable that those working with children or adults at risk have undertaken appropriate safeguarding training. Free EduCare online modules are available by contacting safeguardingadmin@rcdow.org.uk

17.7 One off event:

- On occasion of 'one off event's including children parties (0-18 years of age) or adults at risk, the parents or legal or nominated guardian are directly responsible for the safeguarding of the children (0-18 years of age) or adults at risk.
- The main hirer (who signs the hire document) assumes responsibility for the Health & Safety, Safeguarding and Welfare of every participant for the duration of the rented period.

General

18.1.1 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.

18.1.2 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.

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



- 18.1.4 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.
- 18.1.5 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.
- 18.1.6 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.

Geotagging

- 19.1 Geotagging is not permitted at these premises.
- 19.2 The adding of your organisation to any mapping sites, such as google maps and bing maps, is not permitted as the hire agreement is not for use as a permanent business address.



DECLARATION FOR SAFEGUARDING PURPOSES

I hereby confirm that I have read and understood all the terms and conditions outlined above with particular reference to the CSAS guidelines on the Safeguarding policy and procedures.

DETAILS OF RENTAL:

Organisation/Group/Club and Person Responsible:

or

Parent/Legal or Nominated Guardian:

Start date of rental: _____ Duration of rental period: _____

Areas to which this rental agreement applies: _____

HALL HIRE AGREEMENT DECLARATION

Signed: _____ (must be over 21 years of age)

Print Name: _____ Date: _____

Telephone or Mobile Number: _____

Email Address: _____