



Hire of Premises Agreement – Organisation

Name of Organisation:
Name, address and telephone number of the person responsible for the hire:
Purpose of Hire:
Date and Time of Hire:
Description of facilities to be hired e.g. Hall/Hall plus kitchen:
Special requests or arrangements:



Hire of Premises Agreement – Organisation

Deposit received/payable:

Amount:

Date:

Signature of payee:

Signature of Parish Priest/Administrator:

Balance received/payable:

Amount:

Date:

Signature of payee:

Signature of Parish Priest/Administrator:

Deposit returned:

Amount:

Date:

Signature of payee:

Signature of Parish Priest/Administrator:

I request the hire of the Premises and the date(s) and times and for the purpose set about above.

Our Lady of Sorrows and St. Bridget.
112 Twickenham Road. Isleworth. TW7 6DL
Parish Office: 020 8560 1431
isleworth@rcdow.org



Hire of Premises Agreement – Organisation

Declaration by the Hirer:

I have read and agree to observe and perform the provisions of this Hire Agreement including the terms and conditions set out in the 'Conditions of Hire'. I am over 21 years of age and duly authorised to enter into this Agreement on behalf of the Hirer.

Signed:
Hirer

Date

Print Name:

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 and/or the Parish Administrator. The Parish Priest may decline the request to hire the Premises at any time at his sole discretion.

Signed

Date

Parish Priest/Parish Administrator

Please note that the full hire charge is payable on collection of the access key and completion of this form. A receipt will be issued as proof of payment and confirmation of hire.



Parish Hall Rental Agreement 2022

TERMS AND CONDITIONS OF HALL HIRE

The Our Lady of Sorrows & St. Bridget of Sweden Parish is owned by the Roman Catholic 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 Any breach or potential breach of this condition will mean that the use of the Hall is withdrawn.

1. **NUMBERS:** To comply with health and safety requirements, during the rental period the number of people on the premises should not exceed
 - ◆ **80 in the Parish Hall**
2. **THE PURPOSE** of the rental must be stated on the application and must be acceptable by the Parish Priest.
3. **KITCHEN:** The use of the kitchen (appliances) is not part of this agreement and as such is not for use by the user group except as separately authorised by the Parish staff. The kitchen is out of bounds to all children under the age of 12.
4. **FOOD** may be brought onto the premises for consumption. All food should be brought pre-prepared and ready for serving. All rubbish bags to be cleared by Hirer and taken away.
5. **DRINK:**
 - ◆ Those hiring the hall are responsible for serving any alcoholic drinks they might bring onto the premises.
 - ◆ The premises are not licensed; therefore, alcoholic drinks may not be sold on site.
6. **MUSIC:** Tape/Disc or live music is allowed, provided this is played at a reasonable level and will not disturb the neighbours in any way. Please ensure that your appliances are compatible and do not pose a risk (i.e. loose wiring, etc). If this rule is contravened, the music will be required to be turned off. No music is allowed after 10.30pm.
 - ◆ **Breaking this rule will incur the loss of deposit.**
 - ◆ **All music performers and players must adhere to the instructions of the Parish staff, failing which the deposit will be forfeited and they will be asked to leave the premises.**
7. **RENTAL PERIOD:** The rental starts from the time access is required to the premises and will finish when the last person is off the premises and the Parish is able to lock up. The rental period (start/finish) is declared on the agreement rental. Exceeding the finish time by 15 minutes or more will incur a £30 per hour or part of hour penalty. It is possible to arrange reasonable free access to enable the arranging and layout of food/music. It is in the interests of the hirer to ensure that guests do not linger at the end of the hiring period.
 - ◆ **The hirer is responsible for the behaviour of all invited guests.**
8. **CLEANING:** The premises are always clean and tidy when the rental starts and are expected to be left in the same state at the end of the rental period. The necessary cleaning facilities will be available to you. Failure to meet this condition may incur the loss of part, or all of the deposit



Parish Hall Rental Agreement 2022

- ◆ All rubbish bags to be cleared by Hirer and taken away.
 - ◆ Chairs and tables to be stacked facing the walls. Lift (do not drag) furniture across the floor.
 - ◆ Windows and doors locked with particular attention to fire exit doors.
 - ◆ Lights out.
 - ◆ Keys, where applicable, returned to the Parish office.
9. **CAR PARKING:** There is very limited car parking available. Access to the presbytery should be kept clear at all times. Cars are parked at the owner's risk. Neither the Parish Priest nor the Parish Administrator of the Diocesan Trust shall be liable for any loss or damage, howsoever occurring, to vehicles parked in the premises car park.
10. **DECORATIONS:** Limited decorations may be put up but no nails, tacks, screws, etc shall be driven into any walls, floors, fittings, furniture or structure. The use of adhesive substances (blue tac, sellotape, Velcro, gummed paper etc) may only be used with written authorisation from the Parish office. Repair to any damage to the premises, walls, furniture or fittings will be withheld from the deposit. Decorations should be removed before the end of hire period.
11. **SMOKING: It is illegal to smoke in any part of the parish premises.**
12. **DEPOSIT:** A deposit of £100 is required at the time when the reservation is made. The deposit will secure your booking. Payment of the deposit implies that the person signing accepts the conditions as laid down in this Agreement. The deposit is a bond to cover any damage caused during the rental, serve to ensure that the premises are left in the condition they were at the start of the rental period, and that the booking conditions are observed. The deposit (or part of the deposit) will be refunded within one week following the rental date. If the deposit or part thereof is forfeited, a statement of explanation will be forwarded within one week.
13. **THE RENTAL FEE:**
- ◆ The rental fee of £100 for 1-3 hours plus £30 per hour thereafter, covers the hire of Our Lady of Sorrows and St Bridget Parish Hall.
 - ◆ The fee is required to be paid at the latest, two weeks before the rental date. The undersigned is responsible to ensure the fee reaches the Presbytery in time. The Agreement is with the Parish and the decision of the Parish Priest is final.
14. **CANCELLATION:** Where a cancellation is necessary after the agreement has been signed, the booking fee (if already paid) will be refunded in full but the deposit will be withheld.
15. **FIRE AND EMERGENCY PROCEDURES:**
- Please ensure that all escape routes and the designated Fire Exits are clear of obstructions and security bolts at the top and bottom of emergency exit doors are opened.
 - Break glass key holders must be accessible and you must be familiar with their use.
 - You must also familiarise yourself and any key members of your group with the alarm and evacuation procedure, the muster point, and any fire fighting equipment (fire extinguishers and blankets).
 - Before vacating the facilities, you must ensure the room is again secure by closing the security bolts.
 - Fire extinguishers must not be moved from their permanent positions unless there is a fire.
 - Seating arrangements must include sufficient gangways for emergency evacuation.



Parish Hall Rental Agreement 2022

16. **ACCIDENTS and INCIDENTS:** We hope that you enjoy our facilities without accident or incident. However, in the event of an accident or incident, please record all details in the relevant section of the Parish's Accident Book (located inside in the First Aid box) and report it at the earliest opportunity to the Parish office (no later than the next working day after the accident or incident). In the event of damage or anything considered to be a safety issue example on a gas or electrical appliance/ fitting, please notify the parish immediately.

17. **INDEMNITIES:**

The Hirer shall be responsible for:

- Payment of the deposit and the Hire fee.
- 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.
- 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 Diocesan Trust from and against such actions, costs, claims and demands.
- 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.
- 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.
- 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.

18. **SAFEGUARDING:** 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.

It is a requirement by law for any individuals involved in regulated activities with Children and Vulnerable Groups to follow Safeguarding procedures. To this end the Safeguarding procedure at the Diocese has recently been updated and it is recommended that a prospective Hirer is fully conversant with this Safeguarding policy, which can be found on: <https://www.csas.uk.net/>

Please also follow the parish Safeguarding procedure below, to fully complete the Hall Hire Agreement.

19. **SAFEGUARDING PROCEDURE at Our Lady of Sorrows and St. Bridget of Sweden**

The Diocese of Westminster is keen to adopt a 'Culture of Safeguarding' across all our parishes. This is to enable the Catholic Church to:

- Create safer environments and safer recruitment procedures for all members of the public who interact with parishes.
- Organize a procedure to respond to allegations and concerns which arise in parishes.
- Equip staff and personnel to respond and cope with these concerns.

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- Improve the awareness and knowledge around the safeguarding policy in order to enable support and advice to be offered when this is required.

Please follow the policies and procedures outlined on: <https://www.csas.uk.net/>

Each Hall Hiring Agreement should satisfy the above criteria as follows:

1. Has the Hirer followed Statutory CSAS Guidelines on the Safeguarding Policy?
 - **Please confirm that all volunteers within the group have been DBS checked for the appropriate workforce: YES / NO (delete as appropriate). If so, please submit a record* of the relevant DBS documents, with this Hall Hire Agreement.**
 - **Please confirm that all volunteers within the group have been safely recruited during interview process: YES / NO (delete as appropriate)**
 - **Please confirm ID verification for all volunteers within the group have been checked: YES / NO (delete as appropriate)**
2. A Hirer hiring the Premises for a children's group or groups must have his 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.
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.
4. A Hirer of each club/group is required to demonstrate that it has sufficient liability insurance to provide for any ensuing matters.
5. Each Hirer is required to confirm that all relevant education and training has been undertaken, to promote safeguarding whilst they are hiring space from a parish.
6. Each Hirer should be informed as to how to report an incident and how to approach the Parish Safeguarding Representative (PSR), should the incident occur on the parish premises.
7. For further clarification or queries Hall Hirers should be aware of the updated information about the Diocesan Safeguarding policy which is available on the Diocese website at www.rcdow.org.uk

For any additional guidance they are also invited to liaise with the parish priest or parish administrator of the parish: on Tel No: 020 85601431 or via email to: isleworth@rcdow.org.uk

***record** = 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 above mentioned Organisations/Groups/Clubs when they conduct activities involving vulnerable groups.

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.

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Parish Hall Rental Agreement 2022

SIGNED: (must be over 21 years of age)

PRINT NAME:

DATE:

TELEPHONE OR MOBILE NUMBER:

EMAIL ADDRESS:



Parish Hall Rental Agreement 2022

THE AGREEMENT

I, the undersigned (print) residing at (address)
.....

wish to hire the Hall for the purpose of:
.....

I undertake to be the person responsible to oversee the agreement, maintain and control guests on the premises during the rental period and agree that the start time of the rental will commence at..... hours and terminate at hours on (date).

Furthermore, I undertake to leave the Hall tidy, to sweep the floor and to remove all rubbish before the end of the hire period.

I hereby enclose a cheque for £100 the returnable deposit. In addition, the rental fee of £100 for 1-3 hours plus £30 per additional hour thereafter.

(Cheques should be made payable to WRCDT Isleworth and endorsed with a Bank Card number on the reverse.)

I hereby accept that I may forfeit all or part of my deposit if any of the above rules are broken.

SIGNED:(must be over 21 years of age)

PRINT NAME:

DATE:

TELEPHONE OR MOBILE NUMBER:
.....

EMAIL ADDRESS:
.....

Return to:

Our Lady of Sorrows and St. Bridget.
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Parish Hall Rental Agreement 2022

Parish Administrator

HALL RENTAL,

C/o The Presbytery,

Our Lady of Sorrows and St Bridget of Sweden, Isleworth. TW7 6DL

Any queries to: Parish Office 020 8560 1431

For office use:

Date received:

Approved by: Date:
.....

Booking confirmation sent: (date).....



Conditions of Hire 2022

INFORMATION FOR ORGANISATIONS

The Hall 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 Hall is owned by the Westminster 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 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 Priest.

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.

The hire fees are as set out in the Hire Agreement. For private bookings a deposit of £100 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 £50 will be deducted from the deposit 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 Isleworth.



Conditions of Hire 2022

PARISH HALL CONDITIONS OF HIRE

1. **Use of Hall (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.**
 - 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 Diocesan 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 graveyard 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 and its graveyard.
 - 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.



Conditions of Hire 2022

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 and alarms activated (if present) when leaving the Premises. Collection and return of keys should be arranged with the Parish Priest.
- 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 must cease at 2230 hours unless 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.

5. Opening Hours

- 5.1 The Premises shall close at 2300 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.



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- 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 non-parish groups as set out in the Hire Agreement.
- 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 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.
- 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 £50 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% 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 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 Diocesan Trust shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.



Conditions of Hire 2022

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 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.
- 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.

11. Fire Safety

- 11.1 The Hirer is to familiarise himself with the Premises fire risk assessment 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: 70 seated or 100 standing.
- 11.3 Fire extinguishers must not be moved from their permanent positions unless there is a fire.

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- 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.
- 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.
- 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 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.
 - 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 Diocesan 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.
- 13.2 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 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, repairwork, leakage of water, Government restriction or act of God, or any other event which is beyond their



Conditions of Hire 2022

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.
- 14.2 A Hirer hiring the Premises for a children's group or groups must have his 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.
- 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 Child Protection Procedures. The Hirer will be required to sign an affirmation undertaking to follow these procedures in relation to use of the Premises.

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 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.

