

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

INTRODUCTION

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 Any breach or potential breach of this condition will mean that the use of the halls is withdrawn.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 Any breach or potential breach of this condition will mean that the use of the Premises is withdrawn.**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

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.
- 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.
- 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.
- 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.

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

- 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.

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 or if the hall has not been left secure, i.e. doors and windows have been left open.
- 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 or the hall has not been left secure, i.e. doors and windows have been left open. 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 or if the hall has not been left secure,

i.e. doors and windows have been left open. If additional cleaning is required, the deposit will be forfeit 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% 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 Candles should not be used. **(Please refer to 11.8 of this Hire Agreement)**

10.1.4 No additional cooking facilities are to be introduced into the Premises.

10.1.5 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.

10.1.6 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 (where 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 unless previously agreed with the Parish Priest.
- 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/she deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981 and as identified on the activity risk assessment.
- 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: 100 in the Upper Hall, 60 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.
- 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.
- 11.8 **Candles**
 - 11.8.1. Use of live candles should be avoided and a battery operated candle used as a substitute.
 - 11.8.2 Where the use of candles cannot be avoided good quality slow burning candles must be used. These can be purchased from the Parish Office.
 - 11.8.3 Where candles are used a thorough risk assessment must be carried out and attached to this Hire Agreement.

11.8.4 If candles are being used the Parish Priest must be informed for reasons of safety. This also includes to the use of small candles used on celebration cakes.

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.
- 13.2 The Hirer shall affect, and shall ensure that any sub-contractor or supplier shall affect, 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. General

- 14.1 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.
- 14.2 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.

- 14.3 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.
- 14.4 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.
- 14.5 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.
- 14.6 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. Covid-19

- 15.1 A Parish COVID-19 Risk Assessment has been completed which The Hirer is obliged to follow to ensure the premises remains COVID-19 Safe for all users.
- 15.2 The Hirer must carry out a Risk Assessment specific to their activity, identifying measures they will take to ensure the premises remains COVID Secure.
- 15.3 The Hirer shall comply with all current government guidance in force relating to COVID-19 and ensure restrictions are not breached during their hire period.
- 15.4 It is the Hirers responsibility to ensure any contractors engaged by the Hirer has a COVID-19 Policy in place.
- 15.5 The Hirer must facilitate the cleaning of all equipment and resources used in the course of their activity, ensuring they are left COVID-19 safe for other users.
- 15.6 A COVID-19 Fee may 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.

16. Safeguarding

- 16.1 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.
- 16.1.1. 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.
- 16.2 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.catholicsafeguarding.org.uk/>

- 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 CSSA website <https://www.catholicsafeguarding.org.uk/national-safeguarding-standards/national-safeguarding-policy/practice-guidance/>.

16.3 Safe Recruitment of staff and volunteers:

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

16.4 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.

16.5 Safe Working practices: See CSAS policy at <https://www.catholicsafeguarding.org.uk/national-safeguarding-standards/national-safeguarding-policy/practice-guidance/>.

These include:

- Staff and volunteers are not to work/meet alone with children or adults at risk. See CSAS policy at <https://www.catholicsafeguarding.org.uk/national-safeguarding-standards/national-safeguarding-policy/practice-guidance/>. 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.

16.6 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.

16.7 Public Liability:

The Hirer shall affect, and shall ensure that any sub-contractor or supplier shall affect, 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.

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.e. children under 18 years or adults at risk).

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: _____

COVID-19 DECLARATION

I agree to observe in full, all COVID-19 protocols and restrictions as set out in the Parish Guidance, Risk Assessments and current Government Guidance.

Signed: _____ **Date:** _____

HALL HIRE AGREEMENT DECLARATION

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

Print Name: _____ **Date:** _____

Telephone or Mobile Number: _____

Email Address: _____

**RC Diocese of Westminster
Parish Church of Our Lady, St John's Wood.**

This agreement is for the temporary use of the Premises. The Hirer agrees to the above terms and conditions and will abide by any rules contained within this agreement or any others introduced at a later date.

Facility being used

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Purpose of use

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Date(s) of use

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Hours of Use

Set-up at £10 per hour from	to	£
Event at £40 per hour from	to	£
Clear-up at £10 per hour from	to	£
Total		£

I hereby confirm that I am over 21 years of age and have read, understood and agree to observe and perform the provisions of this Hire Agreement including the terms and conditions set out in the 'Conditions of Hire' with particular reference to the CSAS Safeguarding Guidelines, Policies and Procedures and agree to the fees listed above. I request the hire of the Premises on the date(s) and times and for the purposes set out above.

Signed by Hirer (over 21 years of age) Date

Name of Hirer (Print)

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**

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 <https://rcdow.org.uk/privacy/>