

HIRE AGREEMENT FOR PARISH HALLS, ROOMS OR GROUNDS

TO BE USED ONLY FOR ONE-OFF OR SHORT-TERM REPEATE HIRE: ANY HIRING FOR A CONTINUOUS PERIOD OF MORE THAN TWELVE MONTHS MUST BE REFERRED TO THE DIOCESAN SURVEYOR AND SHALL NOT BE VALID IF PURPORTED TO BE GRANTED BY THIS AGREEMENT.

Please note:

A. COMMUNICATION

All communications for the hire of the Hired Space must be returned to the Parish Priest of the Church ("Parish Priest") (or the person nominated by him in writing) on behalf of CLIFTON DIOCESE (a Company Limited by Guarantee registered in England and Wales under number 10462075. A registered charity number 1170168. Registered Office: St Ambrose North Road Leigh Woods Bristol BS8 3PW) (from here on referred to as "the Diocese") who may call for any further information

B. HIRER (the person or organisation hiring the hall/space)

The Hirer who signs this form **which must be signed on page 2 below** must be over 18 years of age and shall be personally responsible for all payments and compliance with the terms of hire. If signing on behalf of an organisation they must be authorised by that organisation to sign on its behalf, the organisation must be legally constituted (i.e. a charity) and the person signing will remain responsible for compliance with the terms of hire (see below).

C. PERMISSION TO USE THE HIRED SPACE

If the Diocese has confirmed agreement by signature below the Hirer may use the Hired Space for the purposes identified and for no other purposes on the terms set out above and the terms of hire set out below of this permission.

This form of agreement is for the following space:

..... ("Hired Space")

Plan attached YES/NO

1.) AT

.....CHURCH ("Church")
(specify name of church)

.....

.....Post Code.....
(address of church)

2.) CONTACT FOR CLIFTON DIOCESE

(if not the Parish Priest)

.....

3.) DURING THE HOURS OF

(specify times and dates)

TIMES (from).....(Until).....

On DAY(S):.....

On DATE(S):..... ("Period of Hire")

5.) FOR THE PURPOSE OF

(specify intended use)

.....("Permitted Use")

6.) BY THE HIRER

.....("Hirer")

(Hirer's name)

(Please Turn Over)

7.) CONTACT NAME FOR THE HIRER

.....
(if not individual Hirer)

OF

.....
.....

.....
(Hirer's address and postcode (and signatory's address where appropriate))

MobileLand line.....
(Hirer's contact telephone numbers)

8.) HIRING FEE

£.....for each day/date. Totalling £.....

9.) DEPOSIT

£.....

(Cheques should be made payable to.....)

10.) HIRERS PUBLIC LIABILITY INSURANCE IN PLACE

Insurer:

Policy No.:

Expiry Date:

Limit:£

11.) The Hiring

The collective responsibilities of the Hirer for the Hired Space under this Agreement including but not limited to the Terms of Hire ("the Hiring")

Please see the following pages for Terms of Hire and signature section

THE HIRE BEING ON THE FOLLOWING TERMS (“the Terms of Hire”):

1.00 FEES AND DEPOSIT

- 1.01 The Hiring fee and any deposit must be paid to the Parish Priest (on behalf of the Diocese) at the time of booking. The deposit in this context is not a holding or booking fee but sum of money held against any loss or damage as described below.
- 1.02 Special arrangements may be made for payment for multiple bookings at the discretion of the Parish Priest.
- 1.03 The deposit may be used towards making good any damage or in connection with any other loss (including fees and expenses) resulting whether directly or indirectly from the Hiring
- 1.04 The payment of a deposit does not limit the liability of the Hirer and further monies may be sought from the Hirer if costs fees and expenses exceed the amount of the deposit.
- 1.05 The balance of any deposit (if any) will be returned to the Hirer

2.00 HIRER’S UNDERTAKINGS

- 2.01 The Hirer shall in any use of the Hired Space:
 - 2.01.01 be responsible for the Hired Space and the behaviour of all persons connected with the Hiring and their car parking arrangements so as to avoid any obstruction to the Diocese or other users of the Hired Space or the Church or those in the vicinity of the Church
 - 2.01.02 be responsible for the health, safety and welfare of all persons entering/using the Hired Space and or entering the Church and its grounds in connection with the Permitted Use (whether formally invited or not) during the Period of Hire and for a reasonable period before and after the Period of Hire
 - 2.01.03 Be aware of and be in compliance with the Diocesan health and safety policy and particularly the fire action notice, fire guidance note and food hygiene requirements as well as any other assessments or guidance relating to the use of the Hired Space
 - 2.01.04 instruct any person attending for the Permitted Use (whether formally invited or not) in the means of escape (fire escapes) and fire action notice in respect of the Hired Space, Church and its grounds
 - 2.01.05 be aware of and in compliance with the Diocesan safeguarding policy.
 - 2.01.06 provide copies of all risk assessments and method statements in connection with the Permitted Use
 - 2.01.07 provide a copy of the Hirer’s safeguarding policy and comply with that policy except where in conflict with the Diocesan safeguarding policy where the Diocesan safeguarding policy will take precedence. Where the Hirer has no policy, the Hirer will comply with the requirements of the Diocese in this respect
 - 2.01.08 prevent the Hired Space being used in such a way which is unlawful or which does or may cause a nuisance annoyance or disturbance to others in the vicinity of the Hired Space or the Church
 - 2.01.09 prevent damage to any part of the Hired Space and which includes but is not limited to any decorations, furniture, fixtures and fittings or building fabric and be liable for any damage to the Hired Space or the Church connected with the Hiring.
 - 2.01.10 in the event of any damage to the Hired Space or the Church or its grounds connected with the Hiring to pay to the Parish Priest on demand the costs of any repair and any loss of income resulting from the Hired Space or the Church not being used which is attributable to the damage
 - 2.01.11 not to move or alter or add to any furniture or equipment without the written approval of the Parish Priest
 - 2.01.12 notwithstanding 2.01.11 above, not to alter, or move any electrical or heating equipment.
 - 2.01.13 not to bring any item of electrical equipment onto the Hired Space without ensuring that: it (or they, cumulatively) will not overload the electrical supply and circuitry, has (or have) been very recently portable appliance tested and that the written permission of the Parish Priest has been obtained
 - 2.01.14 not use any electrical gas or oil powered appliance at the Hired Space without the written approval of the Parish Priest
 - 2.01.15 not to bring into the Hired Space any gas or oil powered appliance including storage cylinders or tanks
 - 2.01.16 prevent the consumption of alcohol gambling or gaming broadcasting filming or public performance on the Hired Space unless the prior written approval of the Parish Priest has been obtained and all statutory requirements are met in full
 - 2.01.17 obtain and comply with any necessary consents, licences or permissions for the use of the Hired Space including (but not limited to) premises licence and Performing Rights Society licence and produce copies of any such consents licences or permissions to the Diocese or the Parish Priest on demand
 - 2.01.18 comply with any other statutory and or common law provisions or requirements or other requirements of any competent authority
 - 2.01.19 prevent smoking on any part of the Hired Space and building
 - 2.01.20 leave the Hired Space and building in a clean and tidy condition and securely locked with all furniture or equipment returned to their original positions (unless otherwise agreed by the Parish Priest)
 - 2.01.21 observe any security requirements for the use of the Hired Space as the Parish Priest may specify
 - 2.01.22 indemnify the Parish Priest and the Diocese from and against all actions proceedings costs claims and demands or other liability which may arise in any way whatsoever in connection with the Hiring including (without limitation) any breach of the terms of this agreement.
 - 2.01.23 not to impede the Diocese or anyone authorised by them in the exercise of the Diocese’s rights of possession and control of the Hired Space and the Church
 - 2.01.24 to observe regulations and/or requirements made by the Parish Priest and/or the Diocese or its representatives from time to time

Continued

2.01.25 not to affix or display any signs flags or advertisements at the Church (including the Hired Space) without the Parish Priest's consent

2.01.26 to be responsible for the efficient supervision, safety and good order of all those making use of the Hired Space pursuant to this agreement

3.00 CANCELLATION BY HIRER

3.01 If the Hirer wishes to cancel the Hiring in whole or in part the Hirer must give to the Parish Priest notice to that effect

3.02 If such notice is given not later than one month prior to the Period of the Hiring and if the Diocese is able to effect an alternative hiring then the Diocese will refund to the Hirer the Fee less a 10% administration charge but otherwise the Diocese will be entitled to retain the whole of the Fee

4.00 CANCELLATION BY CLIFTON DIOCESE

4.01 The Diocese or the Parish Priest on behalf of the Diocese may cancel the Hiring if the Hired Space is required for any purpose in connection with a Parliamentary or local government election or if the Hired Space is rendered unusable or (where the Hiring is a repeat hiring) the Hired Space is required for a Diocesan/Parish function on one of the repeat occasions

4.02 If the Hiring is cancelled for any such reason as is mentioned in Condition 4.01 the Diocese will give to the Hirer the maximum practicable notice and refund the Fee (or the relevant proportion) but will not otherwise be liable to the Hirer

5.00 BREACH BY THE HIRER

If the Hirer fails to observe and perform any of these conditions the Diocese may:

5.01 charge to and recover from the Hirer any expenses incurred by the Diocese in remedying any such failure including the cost of employing attendants workmen cleaners or other persons as may be appropriate and

5.02 cancel this or any other hiring of the Hired Space by the Hirer without incurring any liability to the Hirer for the return of any fee or otherwise

6.00 GENERAL

6.01 The Diocese gives no warranty that the Hired Space is legally or physically fit or suitable for the Hirer's purposes and the Hirer must satisfy him/herself as to its suitability

6.02 The Diocese and all persons authorised by it (including the Parish Priest) has the right to enter use and occupy the Hired Space at all times

6.03 The Hiring is by way of a licence and form or does not grant any interest or estate in the Hired Space and does not create the relationship of landlord and tenant

6.04 The Hirer shall pay any VAT chargeable in respect of any supply made to the Hirer

6.05 Neither the Diocese nor the Parish Priest shall be liable for the death of or injury to or damage to any property of or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Hirer or any person enjoying or purporting to enjoy the benefit of this agreement (to the extent that exclusion of such liability is permitted by law)

6.06 The Special Conditions attached shall apply to this agreement

By signing I confirm that I accept the Hiring (see 11 on page 2).

SIGNED(on behalf of the Hirer) **DATE**

(If signing on behalf of an organisation (see Section B on page 1), I confirm that I am authorised to sign on behalf of that organisation and commit it to this Hiring)

PRINT NAME

SIGNED.....(on behalf of Clifton Diocese) **DATE**

PRINT NAME