

**Agreement for single hire of facilities at**

**Our Lady of the Angels RC Church, Nuneaton.**

The Presbytery, Coton Road, Nuneaton CV11 5UA TEL 024 76382139

Email: oloangels.nuneaton@rcaob.org.uk

**Details of the Hire**

*Hirer name:*

*(Where Hirer is an organisation the name address and telephone number of Hirer's local representative)*

*Hirer's address:*

*Hirer's mobile phone number:*

*Hirer's email address:*

*Purpose of Hire:*

*Numbers to attend:*

*Date of Hire:*

*Hire Period (NB include set up and clearing away time) from      am/pm until      am/pm*

***Premises: Our Lady of the Angels Parish Hall***

***Hire Fee: Deposit £100 (this secures your booking) Hire Fee: £20 per hour TOTAL DUE: £                      . This must be paid at least 10 days prior to your hire date.***

All correspondence regarding the hire is to be sent to the authorised representative of the Trustees (Parish Administrator), the **Representative**, whose details are set out below and who is authorised by the Trustees to act on their behalf in relation to this agreement:

**Name:** Stephanie Taunton (Parish Administrator)

**Address:** Our Lady of the Angels, Coton Road, Nuneaton CV11 5UA

**Signed by/on behalf of the Trustees**

**Signed by/on behalf of the Hirer**

**Dated:**

Please note that by signing this agreement the Hirer confirms that he/she has read and understood the Cancellation Policy below and the Conditions of Hiring set out on the following pages of this agreement and agrees to comply with them. If the Hirer is an organisation the Hirer's Representative by signing this agreement confirms that the he or she will be personally responsible to the Trustees for the obligations of the Hirer under this agreement jointly and severally with the Hirer. The Hirer must ensure that he/she and any other party contracted to them or by them for any service to be provided at the Premises has suitable insurance for potential liabilities to third parties including public indemnity insurance.

**Cancellation Policy:**

You have the right to cancel (in writing) at any time, however, if it is within 7 days of your hire date the full fee is still payable. If you cancel the Hire after this document has been signed and you have paid the Deposit Fee, you will receive a full refund of the deposit (£100). If your cancellation is received: -

- less than 7 days prior to the Hire Date there will be no refund at all, except for the deposit (£100)

If the Premises or any part of the Premises are made unfit for the use for which they have been booked or are required for use as a Polling Station or unforeseen Parish purposes the Trustees shall not be liable to the Hirer for any resulting or consequential loss or damage whatsoever other than the return of the whole or part of the Hire Fee.

A. This agreement is made between (1) Birmingham Roman Catholic Diocesan Trustees Registered (the Trustees) and (2) the Hirer.

B. The Trustees agree in consideration of the Hire Fee paid by the Hirer and subject to the Conditions of Hiring set out below to permit the Hirer to use the Premises for the Purpose of Hire during the Hire Period.

## **Conditions of Hiring**

1. All applications for the use of the Premises, shall be made in writing by the Hirer completing all the information on page 1 of this agreement and returning this agreement unsigned to the Representative (Parish Administrator).
2. ***No booking has been made until the Hirer has received written a signed and dated copy of this agreement and the deposit (£100) has been paid.***
3. The Trustees reserve the right to reject any application for the hire of the Premises.
4. The Hire Fee is payable no later than 10 days prior to the Hire date.
5. The Hirer will, during the Hire Period, be responsible for supervision of the Premises and its contents; their care, safety from damage, however slight, or change of any sort and the behaviour of all persons using the Premises whatever their capacity including proper supervision of any car parking arrangements so as to avoid obstruction of the highway or any adjoining land.
6. The Hirer shall not
  - a. use the Premises for any purpose other than that described in this agreement or
  - b. sub-hire or use or allow the Premises to be used for any unlawful purpose or
  - c. do anything or bring onto the Premises anything which may endanger the Premises or
  - d. render invalid any insurance policy for the Premises or
  - e. allow consumption of alcohol on the Premises without the prior written permission of the Representative.
  - f. allow ball games in or around the Premises
  - g. allow smoking in or around the Premises
  - h. allow any form of cooking or heating to be used other than those currently installed in the Premises
7. The Hirer shall ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting and lotteries.
8. The Hirer shall comply with all conditions made in respect of the Premises by the Fire Authority, Local Authority, or other relevant body, particularly in connection with any event which includes public dancing or music or other public entertainment or stage plays
9. The Hirer is responsible for ensuring that food safety and hygiene regulations are complied with in relation to any food served in the Premises.
10. The Hirer must report all accidents involving injury to any person using the Premises during the Hire Period to the Representative as soon as possible and complete the Accident Book record. In addition, the Hirer shall complete any report which may be required by the Reporting of Injuries Diseases and Dangerous Occurrences Regulations 2013. The Hirer shall also report to the Representative any hazard or damage.
11. The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Premises and no animals whatsoever are to enter any kitchen at any time.
12. Where the hirer is an organisation and is undertaking a session for children, young people or vulnerable adults the hirer must have appropriate safeguarding policies in place or confirm that they follow the national polices of the Catholic Church in England and Wales which can be found here: [National Safeguarding Policy - Catholic Safeguarding Standards Agency](#).
13. The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Premises, and shall indemnify the Trustees against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to the Hirer being prosecuted.
14. The Hirer and those attending the Hirer's event must respect the residential nature of the area and must not disturb neighbours, particularly when departing the Premises late at night.
15. Any damage to the Premises is to be reported by the Hirer to the Representative and rectified at the Hirer's expense by the Trustees' contractors. Any failure of equipment belonging to the Premises must also be reported to the Representative as soon as possible.

16. No floors may be polished or powdered for dancing and no stiletto heels or other footwear likely to cause harm to the floor may be worn. The Hirer is responsible for any damage caused by breach of this condition.
17. The Trustees reserve the right for the Representative to enter the Premises at any time during the Hire Period and put a stop to any function which, in his or her opinion is not properly conducted. In such circumstances no part of the Hire Fee shall be refundable, and any cost incurred in engaging the police, or others to secure proper conduct will be payable by the Hirer.
18. The Premises must be left clean and tidy with the lights turned off, windows and doors firmly secured, and any contents temporarily removed from their usual positions properly replaced, otherwise the Trustees shall be entitled to make an additional charge for dealing with these matters.
19. During the Hire Period the Hirer is responsible for the efficient supervision of the Premises including (without prejudice to the generality of the above):
  - a. effective control of children
  - b. orderly and safe admission and departure of persons to and from the Premises
  - c. orderly and safe exiting from the Premises in case of emergency
  - d. preservation of good order and decency in the Premises, in particular no nudity, indecent or lewd behaviour is permitted, nor are the Premises to be used for the promotion of abortion or euthanasia or other activities contrary to the tenets of the Roman Catholic Faith
  - e. ensuring that all doors and corridors allowing people to get out of the Premises are left unobstructed and immediately available for exit during its use
  - f. fire appliances must be kept in their proper places and used for no other purpose. Fire doors must only be opened in the event of an emergency.
  - g. the Hirer is to provide such number of competent stewards and attendants as are, in the opinion of the Trustees necessary to secure compliance with the above requirements being a minimum of one steward or attendant over the age of 18 for every 250 persons (or part of 250 persons) present or if most of the persons present are under 16 years of age one steward or attendant over the age of 18 for every 100 persons (or part of 100 persons present).
  - h. compliance with all government or local authority guidance for the prevention of the spread of any infectious illness.
20. The Hirer will be responsible for all obligations in respect of copyright works and will pay all composer's, author's, publisher's and other fees or royalties payable in respect of the event at the Premises.
21. The Trustees are not liable for death of or injury to any person attending the Premises during the Hire Period except where such death or injury is due to the negligence or fraudulent misrepresentation of the Trustees.
22. The Hirer fully indemnifies the Trustees against any claims, losses, claims, damages costs and expenses (including legal expenses) incurred by the Trustees and arising out of any negligent act or omission or breach of this agreement by the Hirer or the Hirer's attendees
23. The liability of the Trustees to the Hirer for direct loss or damage sustained by the Hirer shall be limited to the Hire Fee where such loss or damage is caused by the negligence of the Trustees or by any breach of this agreement by the Trustees.
24. The full extent of the liability of the trustees to the Hirer is set out above. The Trustees are not liable to the Hirer for any indirect or consequential losses, loss of profits, loss of revenue, loss of reputation, loss of business or loss of goodwill sustained by the Hirer caused by the negligence of the Trustees or the breach of this agreement by the Trustees.
25. All conditions and warranties, whether express or implied by statute, common law, trade practice or otherwise shall be interpreted subject to this agreement and in so far as they are inconsistent with this agreement and to the extent that they can in law be excluded shall be excluded.

**Payments** can be made by cash through the Parish Office, Monday to Friday from 9am to 1pm, or at any time by Bank Transfer quoting your *Hire Date* as your reference. Please note that we are unable to action Bank Transfers ourselves, so any deposit paid by bank transfer will be returned to you as a cheque.

**Bank details are: Sort code: 54 21 13 Account Number: 49567225 Account: Our Lady of the Angels**