

Agreement for occasional hire of facilities at St Joseph's RC Church, Malvern

This agreement is made between (1) St Joseph's RC Church & (2) the **Hirer** (see below):

Hirer

All correspondence regarding the hire is to be sent to our authorised representative at:
Name Sue Stubbings – (07856 200107 after 5pm)
Address St Joseph's RC Church
125 Newtown Road
Malvern
WR14 1PF

It is agreed as follows:

1. Definitions:

- 1.1 "The Premises" means: **The McEnnis Room**
- 1.2 "Our authorised representative" means the premises manager or nominated delegate.
- 1.3 "The Standard Conditions" mean the Standard Conditions of Hire a copy of which is attached to this Agreement.

2. Hiring:

In consideration of the Hire Fee (detailed below) being paid by the Hirer the premises management agrees subject to the Standard Conditions to permit the Hirer to use the Premises for the Purpose of the Hire during the Period of the Hiring.

Details of the Hire

Hirer:	_____	
Hirers Contact Name:	_____	
Hirers Address:	_____	
Hirers Telephone:	_____	Hirers Mobile: _____
Hirers Email:	_____	
Purpose of Hire:	_____	
Date of Hire:	From: _____	To: _____
Repeat Hire Dates	_____	_____
Time of Hire: (note 1)	From: _____	To: _____
Hire Fee:	£14 per hour (Parishioners please contact Site Manager to discuss)	
Payment Details - On line Account Number – RCAB Parish of St. Joseph's Malvern Sort Code – 53-81-33 Account Number 89263561 or by cheque to St Joseph's RC Church		

In the event that the Premises or any part of thereof being rendered unfit for the use for which it has been booked or is required for use as a Polling Station the premises manager 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 Hiring Fee.

3. Consent:

Signed by/on behalf of the Hirer:	_____	Date: _____
Signed by/on behalf of the Premises Management:	_____	Date: _____

Please note that by signing this agreement you are confirming that you have read & understood the Conditions of Hiring & agree to comply with them. The Hirer is advised to ensure that he/she & 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.

Note 1: This must include the time needed for setting up & clearing away.

Standard conditions of hire

- 1 All applications for the use of the premises, or part thereof, shall be made in writing on the printed form available to be returned to Our Authorised Representative. No booking has been made until the Hirer has received written confirmation of the Hire.
- 2 Our Authorised Representative reserves the right to reject any application, or part thereof, for the hire of the Premises.
- 3 This agreement may be cancelled at any time by the hirer or Our Authorised Representative.
- 4 The hiring fee is payable in advance at the time of booking the hire period. A charge will be made (by deduction from the hire fee) for any notice of cancellation received at the hirer's office on the basis set out in the Hire Agreement.
- 5 The Hirer will, during the period of hiring, be responsible for supervision of the premises & its contents; their care, safety from damage, however slight, or change of any sort & the behaviour of all persons using the premises whatever their capacity including proper supervision of car parking arrangements so as to avoid obstruction of the highway or any adjoining land.
- 6 The Hirer shall not use the premises for any purpose other than that described in the hiring agreement & shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without prior written permission.
- 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 & 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 similar public entertainment or stage plays. The premises must not be used for any such public event unless Our Authorised Representative has expressly approved the event & has confirmed that it is licensed for this purpose.
- 9 The Hirer is not permitted to use any kitchen to provide food that is subject to relevant food health & hygiene legislation & regulation without the express additional agreement of Our Authorised Representative.
- 10 The Hirer must report all accidents involving injury to any person using the premises during the period of hire to Our Authorised Representative as soon as possible & complete the Accident Book record. In addition, the Hirer may have to complete a report, in accordance with Reporting of Injuries Diseases & Dangerous Occurrences Regulations.
- 11 The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Premises & no animals whatsoever are to enter the kitchen at any time.
- 12 The Hirer shall ensure that any activities for children, young people or vulnerable adults are risk assessed & that only fit & proper persons have access to the children or vulnerable adults.
- 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, & shall indemnify the premises management against all action, claims & proceeding arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the Local Authority.
- 14 The Hirer must respect the residential nature of the area & 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 Our Authorised Representative & rectified at the Hirers expense by the premises contractors. Any failure of equipment belonging to the premises must also be reported as soon as possible.
- 16 No floors may be specially polished or powdered for dancing.
- 17 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.
- 18 No ball games are allowed in or around the premises (unless by agreement).
- 19 No smoking is allowed in or around the premises.

- 20 The premises management reserves the right for itself & its Authorised Representative to enter the premises at any time during the hire & put a stop to any function which, in its opinion, is not properly conducted. In such circumstances no part of the hiring fee shall be refundable & any cost incurred in engaging Police Constables, or other such persons, to secure such observance will be payable by the Hirer.
- 21 Under no circumstances must any form of cooking or heating be used other than those currently installed in the premises or specifically approved in advance by Our Authorised Representative.
- 22 The premises must be left clean, tidy, lights extinguished, windows & doors firmly secured, & any contents temporarily removed from their usual positions properly replaced, otherwise the premises management shall be entitled to make an additional charge for dealing with these matters.
- 23 If the Hirer is a Corporate Body the Hirer must, not later than 5 days before the commencement of the Period of Hiring, notify Our Authorised Representative in writing of the name, address & telephone number of an individual who will personally be responsible to the premises management for obligations of the Hirer under the Agreement jointly & severally with the Hirer.
- 24 During the period of Hiring the Hirer is to be responsible for the efficient supervision of the premises including (without prejudice to the generality of the above):
- (i) The effective control of children.
 - (ii) The orderly & safe admission & departure of persons to & from the premises.
 - (iii) The orderly & safe vacation of the premises in case of emergency.
 - (iv) The preservation of good order & decency in the premises.
 - (v) Ensuring that all doors & corridors giving egress from the premises are left unobstructed & immediately available for exit during its use.
 - (vi) Fire appliances must be kept in their proper places & used for no other purpose. All fire doors must only be opened in the event of an emergency.
 - (vii) The Hirer is to provide such number of competent stewards & attendants as may, in the opinion of Our Authorised Representative to be necessary to secure compliance with the above requirements being a minimum of one steward or attendant over the age of 18 years 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 for every 100 persons (or part of 100 persons present).
- 25 The Hirer will be responsible for all obligations in respect of copyright works & will pay all composers, authors, publishers & other fees or royalties which may be payable in respect of the function.
- 26 In respect of damage to property &/or injury to persons:
- (i) The premise management will not be liable for death of or injury to any person attending the Premises for the function the subject of hiring or for any losses, claims, demands, actions proceedings, damage costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death injury or loss is due to the negligence of the premises management
 - (ii) The Hirer will fully indemnify the premises management for death of or injury to any persons attending the Premises for the function the subject of hiring or for any losses, claims, demands, actions, proceedings, damages costs or expenses or other liability where such loss or injury arises due to the act or omission of any person or organisation contracted or engaged by the Hirer
 - (iii) The premises management will not be liable for any damage or loss to any vehicle (including cycles) or its contents whilst using the car park
 - (iv) The premises management will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the Premises
 - (v) The Hirer will indemnify the premises management against all such liabilities as mentioned in this Condition
- 27 The premises management may act through any authorised representative or their delegate & references in these Conditions to any approval discretion consent or requirement of the premises management are deemed to be references to the approval discretion consent or requirement of any such representative or their delegate & anything which the Hirer is required to produce to Our Authorised Representative is to be produced to such representatives or their delegate.