



St Peter's RC Church Hall Conditions of Use

St Peter's RC Church
52, Goresbrook Road
Dagenham, Essex
RM9 6UR

020 8595 1227

www.stpeterdagenham.co.uk



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HALL USERS

PLEASE TAKE NOTE OF THE FOLLOWING POINTS IN THE CONDITIONS OF USE AGREEMENT:

- ✓ ALL NOTICES TO BE PINNED ON NOTICE BOARDS
- ✓ NOTHING TO BE ADHERED TO WINDOWS, DOORS OR WALLS
- ✓ NO MARKINGS OF ANY MATERIAL ON INTERIOR/EXTERIOR WALLS & DOORS
- ✓ DO NOT CHANGE CENTRAL HEATING CONTROLS
- ✓ BEFORE LEAVING THE PREMISES, SWITCH OFF ALL LIGHTS
- ✓ CLOSE ALL WINDOWS AND DOORS AFTER USE
- ✓ ALL FIRE EXITS, ENTRANCES AND HALLWAYS MUST BE KEPT CLEAR OF OBSTRUCTIONS AT ALL TIMES
- ✓ PLEASE LEAVE THE HALL AND ALL SURFACES IN A CLEAN AND TIDY CONDITION; CLEAR FROM FOOD AND RUBBISH DISPOSED OF CORRECTLY
- ✓ IT IS THE RESPONSIBILITY OF THE HIRER (the signatory) TO ENSURE THAT THE PREMISES ARE LOCKED AND SECURED



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Introduction

The Halls is a Parish facility primarily for use in conjunction with the church and its services. It is available for use by groups associated with the parish or for other purposes at the discretion of the parish priest.

The halls are owned by The Brentwood Roman Catholic Diocesan Trustee (The 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 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 Any breach or potential breach of this condition will mean that the use of the halls is withdrawn.

The Hiring agreement and 'conditions of use' can be found in this 'Conditions of Use' pack. Users and hirers should read these in full. Applications to use or hire any hall should be made to the Parish Administrator/Parish Priest. The Parish Priest/Parish Administrator may decline the request to hire the premises at any time at their sole discretion.

The hire fees are set out in the Hall Hire Agreement. A deposit as shown in the Hire Agreement is required at the time of booking. If additional cleaning is required in the hall the cleaning charge from the deposit will be deducted from the deposit to pay for the cleaning. The deposit or balance thereof after any deductions in accordance with clause 3 of the Parish Hall Letting Policy will be returned in within one week after use of the hall.

Full payment of the hire fee is due 2 weeks before the date of event, or immediately upon signing the Hire Agreement if the hire period is within 2 weeks. Full deposit may be payable in the event of a cancellation, as set out in the Hall Conditions of Use.

Charges will be set at a reasonable rate, below full commercial values, consistent with covering costs and providing a modest contribution to maintenance costs. A notice of charges are levied and Conditions relating to the charges forms part of the premises Hiring Agreement. The schedule of Charges will be reviewed on an annual basis.

If the Hirer wishes to cancel the booking, the Parish Administrator may, at its absolute discretion, refund any fees paid, but shall be under no obligation to do so. The Parish Administrator reserves the right to cancel a booking if exceptional unforeseen circumstances arise and without reason being stated. In the event of the Parish Administrator cancelling the booking, all fees/deposits paid by the hirer shall be refunded in full.

Bookings of the premises will be administered by the Parish Administrator. This includes the acceptance and declining of bookings in consultation with the Parish Committee if necessary. The Parish Committee will act as final arbiter if required.

A premises hiring agreement, which is attached to and forms part of this Policy document, must be completed and signed in respect of every booking of the premises. The person signing the Conditions of Use Agreement shall be known as the 'Hirer' and shall accept full responsibility for the due observance in all respects of the Terms and Conditions as set out in this policy document. The hirer must be a responsible adult over the age of 25.

The hirer **will not** be allowed to hire/use any suppliers of services (including external caterers or other suppliers of services) for the event taking place, the hirer shall confirm the identity of such suppliers to the Parish Administrator who in turn will decide if the arrangement of any other suppliers of services are authorised.

1 Use of Hall

- 1.1 The following document sets out the Conditions of Use in relation of the church premises. The premises includes the Church building, Centre hall, Meeting room, Parish Hall, Youth hall and RE rooms which form part of those premises. This Policy document takes into account consideration of the Equality Act 2010.
- 1.2 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.
- 1.3 Use of the premises is limited to the accommodation hired and necessary facilities such as toilets, entryways and private courtyard.
- 1.4 The hirer shall permit the Parish priest and/or Parish representatives to enter the premises at all times during the hall hire period.
- 1.5 The hirer shall comply with all laws, regulations and codes of practice relating to the premises to the particular purpose of hire during the hire period.
- 1.6 We will refuse bookings for any parties involving large groups of young adults between the ages of 14-21.
- 1.7 All events are to finish by 5.00pm with the premises to be empty by 6pm. The premises will not be available to the Hirer before the beginning of the booking time, and must be vacated 15 minutes after the end of the booking. Late charges will apply after this time.

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 Any personal, portable electrical appliance or device is not permitted *unless authorised* for use in the premises. Any cooking facilities available in the premises must be used only in the designated areas and not moved to a different location.
- 2.4 The hirer is not permitted to bring in supplementary heating nor cooking appliances.
- 2.5 Alcohol cannot be sold in the building. The hirer may provide their own alcohol if specified in the Hall Hire Agreement.

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 and ceilings which may cause damage or the aesthetics of the building/premises. Any Losses, breakages and damages must be reported, and paid in full.
- 3.3 Written request will need to be brought before the Parish Administrator for any fixtures/fittings to be done to the premises hired. Only after written acceptance can the alterations be made. Refusal of such requests must be respected.
- 3.4 All entrances, corridors and hallways are to be kept clear and free from any promotional advertising except from Church public events. No works, photographs or promotional material should be displayed in what is, a public area. Any such material is permissible within the Hall(s) hired from the Church.
- 3.5 St Peters does not employ a full time caretaker; therefore 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. No food or drink must be deposited on the ground outside the premises or in the playground. Tables and chairs are to be returned to their original position at the end of use.
- 3.6 The premises must not be left unattended at the period of booking. The hirer is responsible for the orderly behaviour of guests/members on the premises.

- 3.7 It is the responsibility of the Hirer to ensure that the premises are secured and alarms activated (if present) when leaving the premises.
- 3.8 Any letting of the premises will require a responsible person to be present at the beginning and at the end of the letting period on each occasion that a letting is to take place to check that the facilities are in order.
- 3.9 The hirer will be responsible for ensuring that all users are aware of the procedures for safe and correct use of equipment and facilities, and shall report any deficiencies on the occasion of each use.
- 3.10 The hirer agrees to indemnify the Parish Administrator against all claims, demands, actions, proceedings, damages, costs and expenses arising out of non-observance of the Terms of this Policy document.
- 3.11 Any advertising material must be submitted to the Parish Administrator for approval. All such material must clearly display the name of the person or organisation responsible for the event/Let.
- 3.12 Report any hazards (e.g. damaged carpet or trailing cables) to Parish Administrator/Parish Caretaker as soon as possible and in any event no later than the next working day.

4 Access and Security

- 4.1 If the key is provided, then this must be safeguarded at all times and returned to the Parish Administrator/Caretaker at the end of the letting period. The keys shall not be copied nor given or lent to any third party. If the keys are provided, it is the hirers responsibility to ensure that all fire doors and windows are all securely closed, all doors are locked and all lights are switched off (including the toilets) at the end of the letting period. If keys are not returned within 24 hours after the letting period, arrangements will be made to replace locks as a security measure. Charges and replacements incurred during this service will be made payable to the Hirer.
- 4.2 A strict NO smoking policy applies to all rooms (including toilets and outside playground) in all premises. The premises are fitted with smoke alarms, which will be activated by cigarette smoke.
- 4.3 Only Guide dogs are permitted inside the building.
- 4.4 Any letting of the premises will require a responsible person to be present at the beginning and at the end of the letting period on each occasion that a letting is to take place to check that the facilities are in order. The premises must not be left unattended at the period of booking

5 Noise and Public Order

- 5.1 The Hirer must comply with any legal requirement concerning music, singing and dancing licences, theatre licences and copyright.
- 5.2 The hirer shall be fully responsible for obtaining any such licences or any other permission required, always providing that no such application shall be made without the approval of the Parish Administrator. The hirer shall not use the premises for any other purpose than that specified in the premises Hiring Agreement, and is specifically forbidden to use, or allow the use of the premises or its surrounding grounds for any legal or immoral purpose.
- 5.3 The volume of amplified music is to be kept to an acceptable level to avoid causing a nuisance to neighbouring properties.
- 5.4 Amplified sound must cease at the hour specified in the Hire Agreement.
- 5.5 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.

6 Health and Safety

- 6.1 The Premises is a NO SMOKING building. Nothing of an inflammable or explosive nature (e.g. Fireworks) may be brought onto the premises.
- 6.2 The hirer will ensure, as far as reasonably practicable, that persons under their care using the premises do so in such a way that does not pose a risk to themselves or to other people.

- 6.3 Take all reasonable precautions to ensure and safeguard the safety of persons and parish property by the provision of adequate supervisions at all times. Take all reasonable precautions and make all reasonable efforts to observe all regulations, rules and conditions which relate to Health and Safety
- 6.4 Provide any additional First Aid facilities in accordance with your activity that is deemed necessary in accordance with the Health and Safety (First Aid) Regulations 1981.
- 6.5 First Aid Boxes will be provided at the period of hire by a Parish representative/Administrator. Any accident involving personal injury must be reported to the Parish Administrator to be recorded in the accident book located in the Parish Office.
- 6.6 All entrances and exits must be kept clear at all times and the number of people attending must be declared at the time of booking to ensure that this does not exceed the maximum number allowed as follows:
- Main Parish Hall - 80
Youth Hall – 70
RE Room – 40
Meeting/Liturgy Room – 40
- 6.6 The Hirer will be responsible for ensuring that security, Fire and Health and Safety requirements are met.
- 6.7 There are no public telephones in the premises, therefore the Hirer must ensure that they have access to a mobile telephone in case of emergencies.
- 6.8 The Hirer must report all accidents involving injury to any individual(s) and any 'near misses' to the Parish Priest/Parish Administrator 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 Accident Book.
- 6.9 Breakages must be reported to the Parish Priest/Parish Administrator within 24 hours of the incident.

7 Licencing and Gaming

- 7.1 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).
- 7.2 The Hirer shall obtain, 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.
- 7.3 The hirer shall ensure that Bingo and other forms of permitted gambling will conform to all statutory and other gaming regulations and codes of practice in force from time to time.

8 Insurance and Legal

- 8.1 It is the responsibility of the Hirer to effect whatever insurance they require to cover their liabilities. Insurance effective by the Parish Committee does not extend to a Hirer's liabilities. Parish Committee accepts no liability for accidents, injuries, damage and/or loss of personal property as a consequence of using the premises.
- 8.2 The hirer agree to indemnify the Parish Committee against all claims, demands, actions, proceedings, damages, costs and expenses arising out of non-observance of the Terms of this Policy document.
- 8.3 The Hirer shall be responsible for damages (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.
- 8.4 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 or 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 temporary closed, or unavailable or the use to be interrupted or cancelled.

- 8.5 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.
- 8.6 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.
- 8.7 The Hire Agreement and Conditions of Hire shall be governed by the laws of England and the parties agree to submit any dispute arising in connection with it to the non-exclusive jurisdiction of the English courts.
- 8.8 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.
- 8.9 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.
- 8.10 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.
- 8.11 Failure by the Hirer to comply with any or all of this Policy document where applicable, whether intentionally or not, may be deemed by the Parish Committee to be just cause for immediate cancellation of any lettings and may result in forfeiture of the entire security deposit.

9 Safeguarding Children and Vulnerable Adults

- 9.1 Hirers must also have in mind the provisions of the Children's Act at any event involving children and vulnerable adults. Events for persons under 18 years of age must be at all times be properly supervised by an adequate number of responsible adults, in accordance with the Children's Act.
- 9.2 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.
- 9.3 A hirer hiring the premises for a children's (under the age of 18) or vulnerable adults group or groups must have his own safeguarding policies and procedures and must follow these. By signing the Hire Agreement the Hirer affirms that these will be adhered to at all times.
- 9.4 It is the Hirers responsibility to keep valid certificates of Employers' Liability Insurance and Ofsted reports and to display these certificates at each place of business at which the Hirer employs persons covered by the policy. Regulation 5 of the employers' Liability (Compulsory Insurance) Regulations 1998. A copy of each policy/certificate must be made available to the Parish Administrator.

10 Fire Safety

- 10.1 The Hirer is to familiarise themselves with the premises fire risk assessment and make all other users aware of the fire procedures for the premises.
- 10.2 The Hirer shall ensure that the number of individuals in the premises shall not exceed the capacity shown and agreed upon in the Hire Agreement.
- 10.3 Fire Extinguishers must not be removed from their permanent positions unless there is a fire *and* are only to be used with the purpose of saving life. It is advisable to raise alarm of fire and vacate the premises to the nearest fire exit.
- 10.4 Seating arrangements must include sufficient gangways for emergency evacuation.
- 10.5 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
- 10.6 Fire doors must be kept closed at all times and must only be used in the event of an emergency.

10.7 In advance of commencing the use of the premises, the hirer shall check that:

- a) There are no obvious fire hazards on the premises.
- b) all fire exits are unlocked and panic bolts in good working order;
- c) all escape routes are free from obstruction and can be safely used;
- d) no fire doors are wedged open or closed during hire use;

11 Letting Restrictions and Car Parking

11.1 Our attitude towards an application for the use of our premises is a positive one. We will seek to encourage appropriate organisations to use the premises for meetings and activities, where such meetings are complementary

11.2 We will not, however, accept bookings for activities which are in conflict with the Christian gospel and the Church's Vision Statement; which will prevent our regular activities from functioning in full or which promote any political party or opinion. The Church reserves the **right to refuse requests** for hire by groups or for activities which, in the opinion of the Church, are either contrary to the purposes and beliefs of the Church, or where the Church considers that such use or activities may cause offence, on grounds of their religion or belief, to a significant number of Catholics.

11.3 No acts of worship, other than Catholic worship, are permitted on the premises.

11.4 The primary use of the premises are for hosting and promoting of Church activities.

11.5 A secondary function of the premises is to act as a resource to the wider Church, other Catholic organisations and the community of LBBD, through Church activities, Church sponsored activities and suitable community activities which help to build bridges between the Church and the local community.

11.6 The Premises shall close at the hour specified in the Hire Agreement. No function shall extend beyond the hire period and the Hirer shall completely vacate the premises and grounds by that time.

11.7 The driveway alongside the Parish hall must be kept clear at all times.

11.8 There are several Council Car parking bays in the near vicinity of the halls.

11.9 The Parish **will not** accept any liability of any hirer and their guests parking unlawfully.