



## Hiring Agreement – Terms and Conditions

Holy Rood Parish

Barnsley

The Church Hall is the property of Holy Rood parish (P), held in trust by the Diocese of Hallam (DOH). The DOH reserves the right to decline any booking request.

This hire agreement is between the DOH and [insert name].

The hire agreement is for the **sole** purpose of [insert the purpose of the hire].

The agreement commences on [insert the commencement date] (CD).

The hiring fee will be [insert the hiring fee amount].

### Fees

**Short term booking fees** are to be paid at the time of booking but will be reimbursed in the event of a cancellation.

**Long term booking fees** are to be paid in advance, on the first day of each month of hire and booking shall be no longer than one year ahead.

Hire fees will be reviewed biannually by the Parish.

All cheques should be made payable to [insert parish representative name and address] or via BACS transfer to [insert account details].

## Terms and Conditions of Hire

- The hirer will not use the hall for any purpose other than that specified on the hire agreement and must not promote or take part in anything contrary to the teachings of the Catholic Church, the interpretation of which is at the discretion of the DOH.
- The Hirer shall not use the Premises or allow the Premises to be used for anything that could cause any nuisance or inconvenience to neighbouring properties or bring anything onto the premises, any person or thing, which may endanger the same or render invalid any insurance policies in respect thereof.
- The Hirer shall comply with all laws. They must also comply with any pertinent codes of practice relating to the Premises and relating to the particular purpose of hire during the hire period. The DOH accepts no liability for any failure to do so on behalf of the Hirer and may terminate the agreement with no notice in light of an apparent breach of such by the Hirer.
- The Hirer is responsible for setting up the Premises for their use.
- 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.
- The Premises must be left in a clean and tidy condition and all rubbish must be removed from the Premises by the Hirer. Hirers need to bring their own rubbish bags and ensure they take away all their rubbish.
- Tables and chairs are to be returned to their original position by the Hirer at the end of use.
- It is the responsibility of the Hirer to ensure that the Premises are secured when leaving the Premises. Collection and return of keys should be arranged with the Parish Priest.
- Setting up and clearing up is to be within the overall time specified in the Hire Agreement.
- The Hirer is responsible for its own H&S and any risk assessments or method statements that are relevant.
- If Hirers wish to contract with entertainers or other external parties to provide entertainment, they must receive confirmation from the P that this is acceptable and where permission is granted ensure the entertainers provide their own public liability insurance.
- The DOH accepts no responsibility for loss, damage or injury to person or property either on the premises or in the church grounds.
- Hirers are responsible for the Health and Safety of the people using the hall during times of the hire agreement.
- A First Aid box is located in the kitchen and an accident book located on the notice board in the main hall. All accidents must be recorded in the accident book and the parish priest informed by email.
- The number of people using the main hall is limited to 155 people seated and for the dining area 32 people seated.
- Hirers must not remove or dispose of any fittings or furnishings belonging to the DOH.
- Hirers are responsible for the cost of carrying out any repairs or damage incurred.
- Hirers are responsible for ensuring that the hall is left in a clean condition with furniture properly replaced. Vacuum, brushes and mop buckets can be found in the store room.

- Hirers must ensure the toilets (and infant's potties, if appropriate) are all left clean and all nappy products removed.
- All kitchen equipment must be put away and the water heater turned off (if appropriate).
- It is not permitted to sell alcohol on these premises by cash, entry ticket or donation.
- Noise must be kept to a reasonable level as the hall is situated within a residential area.
- All events must end no later than 10.30pm
- The hall piano, where present, is not for use by the hirer without prior permission.
- No animals are allowed on the premises with the exception of guide or assistance dogs.
- Bouncy castles must not be used inside and written permission must be given for use outside.
- Before the event, hirers must familiarise themselves with the fire exits, alarms and extinguishers and how to summon emergency services. Instructions can be found on [add where displayed]. In the event of an evacuation, hirers will take responsibility for evacuees.
- Internal use of any substance that would set off the smoke alarms causing a false alarm shall not be used.
- It is illegal to smoke in any part of the building.
- The premises must not be left unattended at any time during the time of use.
- On leaving, hirers must ensure that the entrance doors to the building are securely locked and bolted, all windows closed, all lights switched off and all internal doors closed, including the fire exit door.
- The Hire Agreement is personal to the Hirer who may not sub-let or share possession of any part of the Premises.
- 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 in advance. On site food preparation is not permitted with only low risk items available from the kitchen.
- 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.
- The DOH or the Parish Priest and/or Parish representatives will have the right to enter the Premises at all times during the hire period.

## **Safeguarding**

In signing this agreement, all hirers who hire the premises for any event at which there are children, young people and **adults at risk**, agree to take full responsibility for their welfare during the event. Children under 18 years old using the hall must be supervised at all times by at least two adults.

## **Termination of the Agreement**

The agreement may be terminated by either party. The P/DOH reserves the right to terminate the agreement with immediate effect if hirers do not adhere to the contract.

The P/DOH reserves the right to decline any booking request.

The P/DOH reserves the right to cancel a booking under exceptional circumstances, such as a funeral, in which case notice will be given at least four days in advance. In such circumstance the P will reimburse the hirer and any additional costs incurred by the hirer will be borne solely by the hirer.

In case of an emergency, please contact one of the following:

[insert names and contact details]

**I accept and agree to abide by the terms of this agreement.**

Hirer Name

Signature

Address

Contact Telephone  
Number

Email Address

Date

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Parish Representative Name

Signature

Contact Telephone  
Number

Email Address

Date

The following page contains the agreement schedule for long term bookings of times and dates when you wish to hire the hall.

[complete as necessary]