

# St John the Evangelist Church Hall: Terms and Conditions of Hire

Updated 24 January 2019

We want you to enjoy using St John the Evangelist Church Hall and ask you to be mindful that: you must be 18 or over to enter into this agreement. You should note that the hiring agreement is made on behalf of Ampleforth Abbey Trustees whose registered office is at Ampleforth College York YO62 4EY. Please sign both copies of this form and return one to the Parish Administrator.

We the undersigned hereby agree to the following terms and conditions of hire:

1. Enquiries:

All enquiries to hire St. John the Evangelist Church Hall and garden should be directed to The Parish Administrator. A date can be arranged for you to visit the hall and ensure that it will be safe and suitable for the type of use you intend. The hire of the Hall does not include the right to use the garden, but informal access for small groups may be allowed by prior written agreement with the Administrator.

2. Bookings:

- a) All bookings, including the duration of the period of hire, will be confirmed in writing by The Parish Administrator, on behalf of the Trustees. No agreement shall be concluded until such confirmation has been dispatched or handed to the hirer or the hirer's representative and the Trustees shall not be bound by any variation to these Terms and Conditions unless specifically included in such confirmation.
- b) The benefit of the Agreement is personal to the Hirer and not assignable or capable of being sub-hired.
- c) If the Hirer is a corporate body the Hirer must inform the Administrator in writing of the name, address and telephone number of an individual who will be personally responsible to the Trustees for the obligations of the Hirer under the Agreement jointly and severally with the Hirer.

3. Payment:

An invoice will be issued and payment is due within 28 days. Cheques should be made payable to Ampleforth Abbey Trust, and delivered or posted to The Parish Administrator.

4. Cancellation

- a) Please notify the Parish Administrator if you need to cancel the booking. Cancellations within twenty-four hours of the event date may incur the charge already agreed.
- b) Once written confirmation has been received your booking will take precedence over other requests, but the Trustees reserve the right to cancel any booking should events beyond their control make it impossible to continue. The Parish Administrator will inform the hirer as soon as possible in any such case and the charge for use will be refunded or transferred to another date. No other costs incurred will be the Trustees' responsibility.

5. Use of the Hall

- a) The Premises are to be let out on the basis that they 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 Premises must be respected. Any breach or potential breach of this provision will mean that the use of the Premises is withdrawn.
- b) No part of the Hall is to be used for any purpose other than the Purpose of Hiring
- c) No part of the Hall is to be used for any unlawful purpose or in any unlawful way.
- d) No Hallowe'en Parties are to take place on Church Premises.
- e) If selling goods on the premises, the Hirer shall comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address, and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

6. Care of Premises and equipment:

The buildings and environs of the hall should be treated with respect and care, and left in a clean and satisfactory condition with all the hirer's possessions removed at the end of the agreed period of hire. Our charges are calculated to only include routine cleaning and servicing.

- a) Windows and doors should be locked; floors swept; chairs and tables stacked as indicated; all taps, urns, lights etc except security lights switched off; sinks, toilets etc fit for use; crockery and cutlery clean and put away; central heating settings left as you found them;
- b) No lighting, heating, power or other electrical fittings or appliances in the Hall are to be altered, moved, or in any way interfered with.
- c) No additional lighting, heating, power or other electrical fittings or appliances are to be installed or used without the prior consent of the Administrator.
- d) Hirers of the Church Hall accept full responsibility for any damage to the property and possessions of the Church Hall and agree to pay financial compensation if required. All breakages must be replaced at New for Old replacement value.
- e) Storage cupboards and notice boards are available for regular users at no extra charge. All property used or stored at the Church Hall is done so at the users' own risk and the Trustees accept no responsibility or liability for the loss or damage to property or personal effects belonging to the hirer or their members. All property should be stored in cupboards; storage of bulky items should be by agreement with the Administrator.
- f) Items belonging to other Church Hall users, e.g. Pre-School equipment, should only be used after agreement with the owners.
- g) No bolts, nails, tacks, screws, bits, pins or any other like objects are to be driven into any part of the Hall nor is any adhesive to be attached to it.
- h) No placards or other articles are to be fixed to any part of the Hall.
- i) No cotton wool or highly inflammable material is to be used for decoration or other purposes.
- j) No posters, boards, signs, flags or other emblems or advertisements are to be displayed inside or outside any part of the Hall without the previous consent of the Trustees.

7. Security:

If you are allocated a key for the duration of your hire, this remains the property of the Trustees, and should be returned to the Parish Administrator on completion of the contract.

8. Health and Safety:

- a) Smoking is prohibited throughout the premises.
- b) All organisations using the Church Hall must ensure that they are adequately insured to undertake the activity and accept responsibility for the Health and Safety of their group. All hirers must ensure that premises are fit and safe for intended use on arrival. For all hirers, the Trustees accept no liability for loss or injury to any person arising from the hire of the Church Hall except where the Trustees are legally responsible for such loss or injury. For all hirers, the Trustees accept no liability for loss of or damage to property howsoever this may arise.
- c) All organisations using the Church Hall must ensure that they have agreed policies properly implemented for the protection of children and vulnerable adults in their care. A separate form is attached for you to sign and return.
- d) Emergency exits must be kept clear at all times.
- e) The maximum number of persons allowed in the Hall is 200 standing and 125 seated. During the period of hire you must keep a note of the numbers of persons admitted and ensure that these maximum numbers are not exceeded. If seated, care must be taken to allow gangways for access to the Fire Exits.
- f) The attached Emergency Plan needs to be read so that you can familiarise yourself with fire alarms, exits and procedures. One copy needs to be signed and returned with your Hire Agreement.

- g) The Hirer must report all accidents involving injury to the public to the Administrator as soon as possible and complete the relevant section in the Hall Accident Book. Certain types of accident or injury must be reported on a special form to the local authority. The Administrator will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).
  - h) Noise levels must be reduced if requested, otherwise the Trustees may terminate the Hiring forthwith. No liability will be accepted for loss of booking amenity.
  - i) If food is to be prepared, served or sold at the Hall the Hirer must observe all relevant food health and hygiene legislation and regulations.
9. Performing Licences, Gambling and Alcohol:
- a) The hirer must obtain any necessary licences or official permissions required for any of their proposed activities, such as theatrical or musical performances, or raffles, etc. The Trustees are not liable for any costs or action resulting in any failure to do so.
  - b) Alcohol shall not be consumed on these premises without written permission being given to the hirer, who will then be responsible for obtaining the necessary licence a copy of which must be produced to the Administrator at least 24 hours prior to the agreed period of hiring. Alcohol shall not be served to any person suspected of being drunk or under the age of 18.
  - c) Any person suspected of being drunk, under the influence of drugs or who is behaving in a disorderly or violent way must be asked to leave the Hall.
10. Parking:
- The Car Park is available for your use. Please use it in a responsible and safe manner.
- a) Vehicles and their contents are left at the owner's risk.
  - b) Note that the car park is also for the use of the parishioners attending mass. If no space is available, there is a public car park down Chase Garth Road.
  - c) It is your responsibility to ensure proper supervision of car parking arrangements so as to avoid obstruction of emergency exits and Long Street.
11. Rights of the Trustee:
- a) Neither The Trustees nor their authorised representatives are obliged to accept any particular booking and in any event must give precedence to parish requirements.
  - b) Legal possession of the church hall remains at all times with the Trustees whose representatives are entitled to free access for any reasonable purpose which does not materially interfere with the hirer's authorised use of the premises.

Hall Hire rates may be obtained from the Parish Administrator. The full rate applies to commercial and public bookings.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

On behalf of: \_\_\_\_\_ (if applicable)

Address: \_\_\_\_\_ Tel no: \_\_\_\_\_

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