



PARISH PROPERTY AT ST ELPHEGE CATHOLIC CHURCH

INFORMATION FOR HIRERS

Parish property is primarily for use in conjunction with the Church and its services, including baptisms, weddings, and funerals. It is available for use by groups associated with the Parish or for other purposes at the discretion of the Parish Priest.

The Property is owned by the Roman Catholic Archdiocese of Southwark CIO and can only be hired on the basis that the use must conform and be consistent with the objects of the Charity and that it 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 Building is to be respected.

The Hiring Agreement and 'Conditions of Hire' can be found overleaf. Users and hirers should read these in full. Applications to use or hire the Hall should be made to the Parish Priest.

The Hire Agreement will not be binding until accepted and signed by the Parish Priest. The Parish Priest may decline the request to hire the Premises at any time at his sole discretion.

The hire fees are as set out in the Hire Agreement. For private bookings, a deposit of **£150** is required at the time of booking. The deposit will be returned in full within one week after use of the Hall. If additional cleaning of the Hall is required **£60** will be deducted from the deposit to pay for the cleaning.

Full payment of the hire fee is due 28 days before the date of hire, or immediately upon signing the Hire Agreement if the hire period is less than 28 days from the booking. Cancellation fees may be payable in the event of a cancellation, as set out in the Conditions of Hire.

All payments to be forwarded onto ...

St Elphege's Social Club
Sort Code: 602220
Account Number:25072528



**PARISH PROPERTY HIRE AGREEMENT
PARISH [ST ELPHEGE]**

Name of Hiring Organisation (the "Hirer")

Name, address and telephone number for the person responsible for the hiring:

.....
.....
.....

1. Purpose of Hire

2. Period of Hire Date(s)

Hours: from to

3. Description of accommodation and facilities to be hired 'Premises' (e.g. Hall / Hall plus kitchen)

.....

4. Deposit received / payable £.....

5. Payment received / payable £.....

6. Date(s) of payment of deposit/ balance

8. Special arrangements agreed (e.g. function to extend beyond Premises usual closing time)

.....

.....

I request the hire of the Premises on the date(s) and times and for the purpose set out above.

Declaration on behalf of the Hirer:

I have read and agree to observe and perform the provisions of this Hire Agreement, including the terms and conditions set out in the 'Conditions of Hire'. I am over 18 years of age and duly authorised to enter into this Agreement on behalf of the Hirer.

Signed by Hirer Date

Print name

The Parish Priest permits the Hirer to use the Premises as set out above subject to the terms and conditions contained in the 'Conditions of Hire' attached. The Hire Agreement will not be binding until accepted and signed by the Parish Priest. The Parish Priest may decline the request to hire the Premises at any time at his sole discretion.

Signed by Parish Priest Date



PARISH PROPERTY CONDITIONS OF HIRE

1. Use of Parish Property (the “Premises”)

1.1 The Premises may 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 of potential breach of this condition will mean that the use of the Premises is withdrawn. In particular the following should be noted:

- a) The hirer or any person permitted by the hirer, shall not do anything at the Property which may in the reasonable opinion of the Parish Priest, be considered offensive to the ethics and principles of the Roman Catholic faith, including:
 - i. practices, procedures or promotions whose object is abortion involving the deliberate destruction of the human embryo or foetus at any time after fertilization, euthanasia or assisting to die of any human being and the supply of medicines, chemicals or instruments for use in practices or procedure prohibited by this paragraph.
 - ii. “In vitro fertilization” of human embryos or storage (whether by freezing or otherwise) except only where such experiments are carried out for the express benefit of the person or embryo upon whom such experiment is being carried out.
 - iii. Promotion and facilitation of trans-species fertilization, cloning or surrogate motherhood via artificial insemination or egg donation of human beings.

1.2 The use of the Premises shall be confined to the purpose identified in the Hire Agreement. The Hirer shall satisfy himself that the Premises are suitable for the intended purpose.

1.3 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.

1.4 Use of the Premises is limited to the accommodation hired and necessary facilities such as toilets.

1.5 Car parking is permitted in the Premises car park subject to availability and the Hirer is responsible for supervising car parking arrangements so as to avoid obstruction of the highway and emergency exits. Neither the Parish Priest, the Parish nor the Roman Catholic Archdiocese of Southwark CIO shall be liable for any loss or damage, howsoever occurring, to vehicles parked in the Premises car park.

1.6 Access to the Church and any graveyard by parishioners and the general public may not be impeded.

1.7 While no reasonable publicity display will be refused, the Hirer is to respect the location of the Church and any graveyard within the property

1.8 The Hirer shall permit the Parish Priest and/or Parish representatives to enter the Premises at all times during the hire period.

1.9 The Hirer shall comply with all laws, regulations and codes of practice relating to the Premises and relating to the particular purpose of hire during the hire period.



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 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.

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 or ceilings which may cause damage to the Premises.
- 3.3 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. Tables and chairs are to be returned to their original position at the end of use.
- 3.5 It is the responsibility of the Hirer to ensure that the Premises are secured, and alarms activated (if present) when leaving the Premises. Collection and return of keys should be arranged with the Parish Priest.
- 3.6 Setting up and clearing up is to be within the overall time specified in the Hire Agreement.

4. Noise and Public Order

- 4.1 The volume of amplified music is to be kept to an acceptable level to avoid causing a nuisance to neighbouring properties.
- 4.2 Amplified sound must cease at [**2100**] hours unless specified in the Hire Agreement.
- 4.3 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.

5. Opening Hours

- 5.1 The Premises shall close at [**2200**] hours at the latest, unless otherwise specified in writing in the Hire Agreement.



- 5.2 No function shall extend beyond the hire period and the Hirer shall completely vacate the Premises and grounds including the car park by that time, unless otherwise specified in writing in the Hire Agreement.

6. Licensing & Gaming

- 6.1 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).
- 6.2 The Hirer shall ensure that, 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.
- 6.3 The Hirer shall ensure that Bingo and other forms of permitted gambling will conform to all statutory and other current gaming regulations and codes of practice in force from time to time.

7. Sale of alcohol

- 7.1 The sale of alcohol is prohibited. The Hirer may provide his / her own alcohol if specified in the Hire Agreement.

8. Deposit and Hire Fees

- 8.1 Hire fees will be charged to external non-parish groups as set out in the Hire Agreement. All parish or Church related groups fees will be as agreed by the Parish Priest and may amount to a peppercorn.
- 8.2 Full payment of the hire fee is due 28 days before the date of hire or immediately upon signing the Hire Agreement if the hire period is within the next 28 days.
- 8.3 A deposit of [£150] must be paid at the time of booking. This is against damage or loss or the need for additional cleaning.
- 8.4 The deposit will be returned within a week of the end of the hire period unless repair of any damage or loss or additional cleaning of the hall is required.
- 8.5 The Parish Priest reserves the right to deduct the cost of repair of damage or loss from the deposit to pay for any repairs or to replace any losses. If additional cleaning is required [£60] will be deducted from the deposit to pay for the cleaning.

9. Cancellation

- 9.1 Cancellation fees will be charged as follows:
- 9.1.1 Cancellation within 28 days of the hire date – 25% deposit



- 9.1.2 Cancellation within 14 days of the hire date – 50% deposit
- 9.1.3 Cancellation less than 48 hours before the hire date will forfeit the whole deposit.

- 9.2 The Parish Priest reserves the right to cancel a booking by written notice to the Hirer in the event of:
 - 9.2.1 the Premises becoming unfit for the intended use by the Hirer;
 - 9.2.2 an emergency requiring use of the Premises as a shelter for the victims of flooding, snowstorm, fire, explosion, or people at risk of those or similar disasters;
 - 9.2.3 the Parish Priest reasonably considering that the hiring may be in breach of the Hire Agreement, the Conditions of Hire or any legal or statutory requirements.
- 9.3 The hire fee and deposit will be returned in the event of cancellation by the Parish Priest pursuant to clauses 9.2.1 or 9.2.2, but no refund will be given in the event of cancellation under clause 9.2.3. In all cases, the Parish Priest, Parish, and/or Roman Catholic Archdiocese of Southwark CIO shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

10. Health & Safety

- 10.1 General Conditions:
 - 10.1.1 The Premises is a **No Smoking** building.
 - 10.1.2 Nothing of an inflammable or explosive nature may be brought onto the Premises.
 - 10.1.3 No additional cooking facilities are to be introduced into the Premises.
 - 10.1.4 The Hirer shall ensure that caterers and persons used for supply of refreshments are required to observe hygiene regulations and any other reasonable requirements of the local Environmental Health Officer.
 - 10.1.5 Animals, other than guide dogs, are not permitted inside the building.
- 10.2 The Hirer shall:
 - 10.2.1 Accept responsibility for being in charge of and on the Premises at all times during the hiring and for ensuring that all conditions of the Hire Agreement and Conditions of Hire are met.
 - 10.2.2 Provide appropriate risk assessments 14 days in advance of the hire date covering all activities during the period of hire. Failure to provide such risk assessments will deem the Agreement as terminated.
 - 10.2.3 Ensure, so far as is reasonably practicable, that persons using the premises do so in such a way that does not pose a risk to themselves or other people.
 - 10.2.4 Take all reasonable precautions to ensure and safeguard the safety of persons and Parish property by the provision of adequate supervision at all times.
 - 10.2.5 Take all reasonable precautions and make all reasonable efforts to observe all regulations, rules and conditions which relate to health and safety.
 - 10.2.6 Provide any first aid facilities that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981.
 - 10.2.7 Ensure that any electrical appliances brought by him to the Premises and used there are safe, in good working order and have a current Portable Appliance Testing (PAT) certificate.



10.2.8 Report any hazards (e.g. damaged carpet or trailing cables) to the Parish Priest as soon as possible and in any event no later than the next working day.

11. Fire Safety

- 11.1 The Hirer is to carry out a single event fire risk assessment using the guidance and template supplied with this hire agreement and to ensure that all other users are aware of the fire procedures for the Premises.
- 11.2 The Hirer shall ensure that no more than the following number of individuals is in the Premises: **[100]** seated or **[120]** standing.
- 11.3 Fire extinguishers must not be moved from their permanent positions unless there is a fire.
- 11.4 Seating arrangements must include sufficient gangways for emergency evacuation.
- 11.5 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.
- 11.6 Fire doors must be kept closed at all times and must only be used in the event of an emergency.
- 11.7 In advance of commencing the use of the Premises, the Hirer shall check that:
- 11.7.1 All fire exits are unlocked and panic bolts in good working order;
 - 11.7.2 All escape routes are free from obstruction and can be safely used;
 - 11.7.3 No fire doors are wedged open;
 - 11.7.4 There are no obvious fire hazards on the Premises.

12. The Use of Candles within Parish Premises

- 12.1.1 Candles cannot be used without the prior permission of the Parish and **only** those provided by the Parish shall be allowed.
- 12.1.2 No Group or User of the Parish Hall must bring into the Parish premises or attempt to use candles from an external source.

13. Accidents and Incidents

- 13.1 The Hirer must report all accidents involving injury to any individual(s) to the Parish Priest 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's Accident Book.
- 13.2 Breakages must be reported to the Parish Priest within 24 hours of the incident.

14. Indemnities

- 14.1 The Hirer shall be responsible for:



- 14.1.1 Payment of the deposit and the Hire fee.
- 14.1.2 Indemnifying the Parish Priest, Parish and Roman Catholic Archdiocese of Southwark CIO from and against all actions, costs, claims, demands and damages arising from any breach of these Conditions of Hire, any accidents or injuries sustained by any persons arising out of or incidental to the hiring and the Hirer's use of the Premises.
- 14.1.3 All actions, costs, claims and demands in respect of damage to the Premises, or damage to or loss of property, articles or any items whatsoever placed in or left at the Premises by the Hirer or any persons attending the Premises in connection with the Hirer's use of the Premises and shall indemnify the Parish Priest, Parish and the Roman Catholic Archdiocese of Southwark CIO from and against such actions, costs, claims and demands.
- 14.1.4 Any damage (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.

14.2 The Hirer shall ensure that any supplier of services shall hold adequate Public Liability cover with an insurance company to a minimum limit of indemnity of £5,000,000 approved by the Parish Priest against the foregoing and produce evidence thereof on demand.

14.3 The Parish Priest, Parish and Roman Catholic Archdiocese of Southwark CIO are not responsible for and shall not be liable for any loss due to any breakdown of machinery, failure of 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 temporarily closed, or unavailable or the use to be interrupted or cancelled.

15. Safeguarding

15.1 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.

15.2 A Hirer hiring the Premises for a children's group or groups must have his own safeguarding policies and procedures and must follow these. The Hirer will be asked to attach a copy of the organisation's own procedures to the Agreement and by signing the Agreement affirms that these will be adhered to at all times.

15.3 Any group wishing to make use of the Premises that does not have its own procedures will be provided with a copy of the Diocesan Child Protection Procedures. The Hirer will be required to sign an affirmation undertaking to follow these procedures in relation to use of the Premises.

16. General

16.1 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.

16.2 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.



- 16.3 The Hire Agreement and Conditions of Hire shall be governed by the laws of England and the Customer agrees to submit any dispute arising in connection with it to the non-exclusive jurisdiction of the English courts.
- 16.4 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.
- 16.5 Except for the Roman Catholic Archdiocese of Southwark CIO, no third party can benefit from this Hire Agreement and the provisions of The Contracts (Rights of Third Parties) Act 1999 are expressly excluded.
- 16.6 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.



Hall Hire Users of RCAOS Property

Fire Risk Assessment Guidance Note

Introduction

Fire starts when heat (a source of ignition) comes into contact with fuel (anything that burns) plus oxygen (air). These three components are termed the fire triangle and must be combined for a fire to be able to ignite & continue burning. Therefore, as air is present all around us, it is the heat and fuel that presents the overwhelming majority of hazards. Keeping these two separated, is fundamental to fire safety.

A fire risk assessment is undertaken to identify and manage the risk of fire within a property.

There are five steps to completing a Fire Risk Assessment (FRA)

Step 1: Identify hazards; anything that may cause harm

Think about the area or premises you are to use for your activity, be it for worship, meetings, parties, or any other event that involves being in the property.

Consider the environment that you will be in and what could be obvious hazards e.g. naked flames from altar or sanctuary wax candles, votive candles and birthday party candles. These are the most obvious as they can be seen but there will also be others unseen that could occur during the use of the property e.g. unattended kitchen cooking or toasting equipment or the overloading and subsequent overheating of electrical circuits by having too many appliances in use for the event, which can lead to fire and possible electrical shocks.

Think about the fuel element of the fire triangle and assess what could burn. Things like furniture, wooden tables, ceilings, floors or wall surfaces may also be covered in flammable materials that would add to a fire. Equipment and materials brought in and used for the event, can also become a source of fuel should a fire occur.

Step 2: Decide who may be harmed by the fire

This one is easy; it is everyone who may be in the property for the event or activity.

The person in overall charge or control of the event has an implied duty of care towards everyone within their scope of control. The Landlord of the property will also have a duty of care and must discharge their duty by ensuring that they have an overall fire risk assessment for the Parish and that users of their facilities have a suitable and sufficient fire risk assessment of their own.

There is a higher duty of care towards children, as they are not mature enough to make rational decisions and do not recognize hazards in the same way as an adult would. This also applies to some vulnerable adults who cannot perceive risks and may become confused easily, as well as the elderly who may be slower to react due to their physical or psychological health.

If there is fire evacuation of the property, it will be the above group who will need the most assistance to move to a place of safety outside of the property.



Every event must have nominated persons to act as fire marshals to help and direct all those at the event to a place of safety.

A place of safety will usually be the fire assembly point for the property and should be identified when carrying out your fire risk assessment. It should be communicated to all persons at the event and is easiest done as an announcement at the beginning along the lines of:

“If the fire alarm sounds, please move quickly and quietly to your nearest available fire exit and evacuate the building, please do not delay in stopping to collect personal belongings”.

The location of the fire exits should then be given or shown followed by:

“Once you are safely out of the building, please go and wait at the assembly point (e.g. car park, garden etc) until further instruction is given”.

Following the evacuation, the person in control of the event must ensure that everyone is accounted for at the assembly point.

Do not re-enter the property. You must follow any instructions given by the Fire Services if they attend.

Step 3: Assess the risks and take action

Look around the area you will be using and identify anything that you feel will impact on fire safety using the checklist below:

Does the property have an automatic fire alarm system and are fire call points easily identified?

The area that you will be using – is it clear and empty or is there furniture or other objects present?

Fire exits – Are they clearly marked and unobstructed, check all doors open easily?

Emergency lighting – Are the fire exit routes illuminated including the signs over fire exit doors?

Are there fire extinguishers identified and readily accessible?

Does the kitchen area have a fire blanket available?

How many persons including children are to be at the event?

What is the event for, and what fire hazards will it bring e.g. birthday cake candles, prayer candles, electrical equipment, man-made flammable materials – fancy dress costumes etc?

Do you have a procedure for the use of these potential hazards e.g. Adult supervision and control?

Have you nominated enough assistants or helpers to control the event and assist in any fire incident within the property e.g. fire evacuation and fire warden duties?

Have you a nominated person who will report to the Fire Service when they arrive at the location to brief on events, the evacuation and current situation?



Where is the assembly point? Is it easily identifiable and located away from the building in an area that will not impede access for the Fire Service or other emergency services when they attend?

Step 4: Make a record of the findings

Use the form accompanying this guidance to produce a fire risk assessment for your event and give a copy to the Parish Priest or the Parish official you are arranging the booking of your event with.

By completing the fire risk assessment single event template accompanying this guidance, you will have recorded your fire risk assessment and evidenced your compliance with statutory legislation.

Step 5: Review the fire risk assessment

The template is for a single event document and not meant for further use or review once the event is over and you have left the property. Subsequent events will require their own fire risk assessment to be undertaken accordingly.

End of Guidance Note



Fire Risk Assessment - Single Event			
Property Address:			
Organization Hiring Premises:			
Type of Event Being Held:			
All questions must be answered in full with comments if necessary	Actions	Checked Y/N	Additional Comments/Details
Does the property have an automatic fire alarm system?	Check with hirer what type of system they have and how it activates e.g. is it automatic fire detection (smoke or heat detectors) or if it is manually activated by the pressing of any fire call point button		
Are fire alarm call points easily identified and accessible?	Walk the area and make a note of where they are located		
Do the fire call points have fire action instructions fitted?	Check & note - they should have the assembly point noted on them and any further actions to take in case of fire		
Fire exits – Are they all clearly marked and unobstructed,	Check that all fire exit doors open easily, fully and are unobstructed inside and outside		
Emergency lighting – Are the fire exit routes illuminated including the signs over fire exit doors?	Check visually and walk the routes - Particularly important for evening events or in low light conditions		
Are there fire extinguishers installed and readily accessible?	Check if plastic seals intact on handles and ensure as far as possible that they have not been discharged and have been inspected within the past year, as noted on the label: If found used, contact the hirer ASAP to replace before event commences		
Will you be using the Kitchen cooking facilities and will it be under adult supervision at all times?	Ensure controlled access and adult supervision is present at all times in the kitchen areas		
Does the kitchen area have a fire blanket available?	Check & note location of fire blanket and if dated within one year of last annual inspection: If out of date, contact the hirer ASAP to replace before event commences		
The area that you will be hiring – is it clear and empty or is there furniture or other objects present?	Ensure all unnecessary equipment is removed or put into appropriate storage to leave routes to fire exits clear and unobstructed		



How many persons including children are to be at the event?	The hirer must inform you of the maximum capacity when you make booking enquiries, it will also be noted on the booking agreement: If not ASK		
Will any fire hazards be brought to the event e.g. birthday cake candles, prayer candles, electrical equipment, man-made flammable materials, fancy dress costumes, Robes, Altar cloths etc?	Give clear instructions on the controlled use of any potential fire hazards that all adult helpers or stewards understand		
Have you nominated enough helpers or stewards to control the event and assist in any fire incident within the property e.g. fire evacuation and fire marshal duties? Parents will naturally be the supervisors of their own children and these should be taken into account when calculating the total level of supervision required at the event	Different events will require different levels of supervision. Children will require much more than at an adult only event. As a general guide the NSPCC recommends: 0 - 2 years - one adult to three children 2 - 3 years - one adult to four children 4 - 8 years - one adult to six children 9 - 12 years - one adult to eight children 13 - 18 years - one adult to ten children		
Calling the emergency services: Fire Service, Ambulance or Police. Is there a nominated person?	Check the fire action notice for details of what actions to take in the event of a fire as it will show the procedure to follow to summon emergency services		
Where is the assembly point, is it easily identifiable and located away from the building in an area that will not impede access for the Fire Service or other emergency services?	All fire marshals and nominated persons to walk the fire exit routes from the building all the way to the assembly point, to fully familiarise themselves and to become aware of any limitations that may impact on evacuation e.g. narrowing of routes, steps etc.		
Further Information or Comments:			

Risk Assessment Completed By:	
Print Name:	
Sign:	
Date:	

The above fire risk assessment must be completed following the guidance given in the Template Instruction Sheet