**CARMEL HALL/O’SULLIVAN CENTRE**

**SACRED HEART OF JESUS CATHOLIC CHURCH – SITTINGBOURNE**

IMPORTANT INFORMATION FOR HIRERS

The Carmel Hall/O’Sullivan Centre are Parish Facilities primarily for use in conjunction with the Church and its services, including baptisms, weddings and funerals. It is available for groups associated with the Parish or for other purposes at the discretion of the Parish Priest.

The Halls are 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 would 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 Office.

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 damage deposit of **£100** 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/or if rubbish has not been taken away, £10 will be deducted from the deposit to pay for the cleaning/rubbish disposal.

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.

Please make cheques payable to Sacred Heart Catholic Church.

For Direct Bank Payments please pay to RCAS A registered charity re Sacred Heart Church

**Account Number: 55861970 Sort Code: 60-19-25**

Please ensure to include your name and booking number on the payment reference.

**PARISH HALL CONDITIONS OF HIRE**

1. **Use of Hall (the “Premises”)** 
   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 Any breach or potential breach of this condition will mean that the use of the Premises is withdrawn.**
   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.
   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 to 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.
   4. Use of the Premises is limited to the accommodation hired and necessary facilities such as toilets.
   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. Only marked parking bays should be used. 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.
   6. Access to the Church by Parishioners and the general public may not be impeded.
   7. While no reasonable publicity display will be refused, the Hirer is to respect the location of the Church.
   8. The Hirer shall permit the Parish Priest and/or Parish representatives to enter the Premises at all times during the hire period.
   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** 
   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. The Hire Agreement is personal to the Hirer who may not sub-let or share possession of any part of the Premises.
   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**
   1. The Hirer is responsible for setting up the Premises for their use.
   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. The Premises must be left in a clean and tidy condition and all rubbish must be removed from the Premises. Tables and chairs to be returned to their original position at the end of use.
   4. It is the responsibility of the Hirer to ensure that the Premises are secured when leaving the Premises. The key must be secured back in the key safe outside the hall and the key code suitably scrambled.
   5. Setting up and clearing up is to be within the overall time specified in the Hire Agreement.
4. **Noise and Public Order**
   1. The volume of amplified music is to be kept to an acceptable level to avoid causing a nuisance to neighbouring properties.
   2. Amplified music must cease at **11pm** unless a temporary events notice has been applied for, whereupon music must cease at **11.45pm (12.45am on a New Year’s Eve).**
   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**
   1. The Premises shall close at **12 midnight, (1am New Year’s Eve)**, unless specified in writing in the Hire Agreement.
   2. No function shall extend beyond the hire period and the Hirer shall completely vacate the Premises and grounds, including the removal of all attendee’s cars from the car park by that time, unless otherwise specified in writing in the Hire Agreement.
6. **Licensing & Gaming**
   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). Copies of such licences must be submitted to the Parish Office prior to the event.
   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.
   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 at any given time.
7. Sale of Alcohol
   1. The sale of alcohol is prohibited, unless a Temporary Events Notice has been obtained from the Licensing Department at Swale Borough Council and the sale of alcohol is being provided by a Licensee. The Hirer may provide his/her own alcohol if specified in the Hire Agreement, or allow their guests to bring their own alcohol.
8. **Deposit and Hire Fees**
   1. Hire fees will be charged to non-parish groups as set out in the Hire Agreement.
   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.
   3. A damage deposit of **£100** must be made at the time of making the final payment. This is against loss or the need for additional cleaning.
   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.
   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 **£10** per hour of Caretaker’s time will be deducted from the deposit to pay for additional cleaning.
9. **Cancellation**
   1. Cancellation fees will be charged as follows:
      1. Cancellation within **28 days** of the hire date – the deposit or **25%** of the total hire fee, whichever the greater.
      2. Cancellation within **14 days** of the hire date – the deposit or **50%** of the total hire fee, whichever the greater.
      3. Cancellation less than **48 hours** before the hire date will **forfeit the entire hire fee.**
   2. The Parish Priest reserves the right to cancel a booking by written notice to the Hirer in the event of:
      1. The Premises becoming unfit for the intended use by the hirer;
      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.
      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.
      4. The hire fee and damage deposit will be refunded in the event of cancellation by the Parish Priest pursuant to claims 9.2.1 or 9.2.2 but no refund will be given in the event of cancellation under 9.2.3. In all cases, the Parish Priest, Parish and Priest and/or the 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**
    1. General Conditions:
       1. The Premises is a **NO SMOKING** building.
       2. Nothing of an inflammable or explosive nature may be brought onto the premises.
       3. No additional cooking facilities are the be introduced into the Premises.
       4. The Hirer shall ensure that caterers and persons used for the supply of refreshments are required to observe hygiene regulations and any other reasonable requirements of the Local Environmental Health Officer.
       5. Animals, other than guide dogs, are not permitted inside the building.
    2. The Hirer shall:
       1. Accept responsibility for being in charge of and be present on the Premises at all times during the hiring and for ensuring that all conditions of the Hire Agreement and Conditions are met.
       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.
       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.
       4. Take all reasonable precautions and to ensure and safeguard the safety of persons, including children and vulnerable adults. That there is provision of adequate supervision at all times. This also includes supervision to protect Parish property.
       5. Take all reasonable precautions and make all reasonable efforts to observe all regulations, rules and conditions which relate to health and safety.
       6. Provide any first aid facilities that he/she deems necessary in accordance with the Health and Safety (First Aid) regulations 1981.
       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) testing certificate.
       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
    * 1. The Hirer is to familiarise himself/herself with the Premises fire risk assessment and make all other users aware of the fire procedures for the Premises
      2. The Hirer shall ensure that no more than the following number of individuals are in the Premises: 100 seated or 120 standing in the Carmel Hall or 60 seated or 80 standing in the O’Sullivan Centre.
      3. Fire extinguishers must not be moved from their permanent positions unless there is a fire.
      4. Seating arrangements must include sufficient gangways for emergency evacuation.
      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.
      6. Fire doors must be kept closed at all times and must only be used in the event of an emergency.
      7. In advance of commencing the use of the Premises, the Hirer shall check that:
         1. All fire exits are unlocked and panic bolts in good working order;
         2. All escape routes are free from obstruction and can be safely used;
         3. No fire doors are wedged open;
         4. There are no obvious fire hazards on the Premises.
12. Accidents & Incidents
    1. The Hirer must report all incidents involving bodily injury to any individual(s) 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.
    2. Breakages must be reported to the Parish Priest within 24 hours of the incident.
13. **Indemnities**
    1. The Hirer shall be responsible for:
       1. Payment of the damage deposit and the Hire fee.
       2. Indemnifying the Parish Priest, Parish and Roman Catholic Archdiocese of Southwark CIO from and against all actions, costs, claims, demands & 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.
       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.
       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.
       5. The Hirer shall effect and shall ensure that any supplier shall effect PublicLiability cover with an insurance company to a minimum indemnity of £5,000,000 approved by the Parish Priest against the foregoing and produce evidence thereof on demand.
       6. The Parish Priest, Parish and Roman Catholic Archdiocese of Southwark CIO are no 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.
14. **Safeguarding**
    * 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.
      2. A Hirer hiring the Premises for a children’s group or groups must have their 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.
      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.
15. **General**
    * 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.**