CONDITIONS RELATING TO THE USE OF THE PREMISES

1. INTERPRETATION

1.1 These **conditions** (the **"Conditions"**) are to be read in conjunction with the tenancy at will relating to the use of the Premises (the **"Tenancy"**) and all terms defined in the Licence shall have the same meaning in these Conditions unless otherwise stated.

1.2 Premises include the hired venue, common spaces (corridors, toilets), and grounds.

2. USE OF THE PREMISES

2.1 **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 Any breach of potential breach of this condition will mean that the use of the Premises is withdrawn.**

2.2 The use of the Premises shall be confined to the Permitted Use and the Tenant 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.

2.3 The Tenant shall satisfy himself that the Premises are suitable for the intended purpose and the Diocese gives no warranty that the Premises is legally or physically fit for any purpose.

2.4 The tenant will be in breach of this agreement if the event is conducted is not in accordance with the purpose for which the premises was booked and this agreement may be cancelled immediately without any compensation to the tenant, and deposit forfeited.

2.5 The Tenant, its agent and employees are permitted to park cars and other vehicles in the Parish car park subject to availability and the Tenant is responsible for supervising car parking arrangements so as to avoid obstruction of the highway and emergency exits. All cars and vehicles belonging to the Tenant, its agents or employees shall be removed from the car park promptly at the determination of the Tenancy and no vehicles shall be left in the car park overnight. Neither the Parish Priest, the Parish nor the Diocese shall be liable for any loss or damage, howsoever occurring, to vehicles parked in the Premises car park.

2.6 The Tenant is to not display any signs or notices at the Premises except on the day of the hire or without the prior consent of the Parish Priest (or his representative), who may at their sole discretion refuse such consent.

2.7 The Tenant shall permit the Parish Priest (or his representative) and/or agents or employees to enter the Premises at all times.

2.8 The Tenant shall comply with all laws, regulations and codes of practice relating to the Premises and relating to the Permitted Use.

2.9 Notwithstanding any other clause of these Conditions, the Tenant shall observe any rules and regulations made by the Diocese and / or the Parish Priest (or his representative) from time and time which relate the Tenant's use of the Premises.

2.10 Buffet/ food service is to be confined to the rented venue. No food or drinks can be served or consumed in the common spaces or grounds. Carpet cleaning charge will apply to food stains.

3. GRANT OF A TENANCY AT WILL

3.1 The Diocese lets to the Tenant and the Tenant takes the Premises on a tenancy at will beginning on the date of the Tenancy.

3.2 The Diocese and the Tenant acknowledge that the Tenancy creates a tenancy at will terminable at any time by either of them, notwithstanding that the Fee is calculated and payable by reference to a period and that the Diocese intends to demand the Fee, and that the Tenant has agreed to pay the Fee, by reference to that period.

3.3 The Tenant shall not assign, underlet, charge, part with or share possession of, or otherwise dispose of the Premises or any part of it or interest in it.

3.4 The Tenant shall not share occupation of the Premises or any part of it.

3.5 The Tenant will be responsible for all actions and omissions of any suppliers of services (including external caterers or other suppliers of services) for any event taking place.

4. PREPARATION AND CLEANLINESS

4.1 No alterations may be made to the Premises and nothing may be attached to internal nor external walls, ceilings, fixtures and furniture which may cause damage to the Premises. Failure to remove fastenings (including blue tac, glue spots etc) will incur at least £50 for removal, deductible from the deposit.

4.2 The Premises must be kept in a clean and tidy condition and all rubbish must be placed in the external bins provided or removed from the Premises. Any furniture used should be wiped clean in readiness for the next user and replaced as instructed. Failure to leave the Premises in a clean state will incur at least £60 for cleaning, deductible from the deposit.

4.3 The Tenant shall not remove any property belonging to the Diocese from the Premises and must keep any such property in a good condition. Missing property will be charged at cost and a £50 service fee.

4.4 When the Tenant vacates the Premises at the termination of the Tenancy it shall remove all furniture (and other items belonging to it) and shall return the Premises to the Diocese in a clean and tidy condition and clear from all rubbish.

4.5 It is the responsibility of the Tenant to ensure that the Premises are secured and alarms activated (if present) when leaving the Premises.

4.6 The Parish Priest (or his representative) may dispose of any property or goods of the Tenant left at the Premises at the end of the Tenancy without any liability to the

Diocese to the extent these have not been collected by the Tenant within 7 calendar days of the end of the Tenancy.

4.7 The Diocese shall not be responsible liable for any damage to any goods or property of the Tenant left in the Premises or otherwise sustained whilst they are in the Premises.

4.8 All confetti used must be cleared both within and outside the premises. For environmental reasons, rice/ non-biodegradable confetti and glitter are prohibited on the premises and surrounding grounds.

5. NOISE AND PUBLIC ORDER

5.1 The volume of amplified music is to be kept to an acceptable level to avoid causing a nuisance to neighbouring properties.

5.2 Amplified sound must cease at **22:00 hours** (unless a different time has been agreed with the Parish Priest (or his representative) in advance). Tenants are expected not to create excessive noise and to ensure that the volume of noise does not inconvenience other users in adjoining rooms or create a public nuisance.

5.3 The Tenant 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. OPENING HOURS

6.1 The Premises shall close at 23:00 hours (21:00 hours on Sundays), unless a different time has been agreed with the Parish Priest (or his representative) in advance.

6.2 The Tenant shall completely vacate the Premises and grounds (including the car park) by that time, unless otherwise specified in writing.

7. LICENSING & GAMING

7.1 All licences or agreements necessary for the Permitted Use are the responsibility of the Tenant (e.g. all public entertainment, theatre production, music and reproduction of recordings).

7.2 The Tenant shall ensure that, at the Tenant's expense, all licences, consents, permission or agreements necessary when using the Premises for the Permitted Use and any particular purpose are obtained and in force during the Tenancy.

7.3 The Tenant shall ensure that Bingo and other forms of permitted gambling will conform to all statutory requirements and any other current gaming regulations and codes of practice in force from time to time.

8. ALCOHOL

The sale of alcohol on the Premises is prohibited. The Tenant *may* provide his / her own alcohol if agreed with the Centre Manager together with proof of a valid Licence from RBWM and is included as a Special Arrangement.

9. DEPOSIT AND FEE

9.1 For repeat bookings, the Tenant shall pay the Fee and any valued added tax in respect of it in advance and without any deduction, set off or counterclaim on each Payment Date and on the date of the Tenancy shall pay a proportionate part of the Fee in respect of the period from and including the date of the Tenancy to and including the day before the next Payment Date.

9.2 All booking is considered provisional until such time as the deposit is received. Minimum deposit required: 50% for events more than 30 days' away. Payment is to be made in full for events in 30 days or less.

9.3 Bookings may be cancelled after acceptance, in writing, at least 30 days before the event is to take place. If there is no replacement booking to fill the cancelled hire, hall rental refunds may be issued as follows:

(a) 100% if notice is given at least 30 days before the event
(b) 75% if notice is given at least 25 days before the event
(c) 50% if notice is given at least 20 days before the
(d) 25% if notice is given at least 10 days before the event
(e) 0% if notice is given less than 10 days before the event

9.4 For once-off events, there is a minimum Damage Deposit required of £60.00 for events ending before 5pm; £90-£200 for all other events.

9.5 Subject to clause 9.6 and at the end of the Tenancy, the Damage Deposit will be returned to the Tenant within 14 working days.

9.6 The Parish Priest (or his representative) reserves the right to deduct from the Deposit:

(a) the cost of repair of damage to the Premises or loss incurred by the Diocese by the Tenants use of the Premises; and

(b) the costs incurred by the Diocese in cleaning the Premises.

10. HEALTH & SAFETY

10.1 The Tenant shall ensure that:

(a) they have read, familiarised themselves and have made all other users of the Premises aware of any guidance notes relating to the use of the Premises by the Diocese and / or Parish Priest;

(b) there is no smoking on the Premises;

(c) nothing of an inflammable or explosive nature is brought onto the Premises;

(d) no additional cooking facilities are to be introduced into the Premises;

(e) caterers and persons used for supply of refreshments are required to observe hygiene regulations and application legislation and any other requirements of the local Environmental Health Officer;

(f) children are properly supervised at all times and not allowed to run or roam around the buildings or car park; and

(g) animals (other than guide dogs) are not permitted inside the Premises.

10.2 The Tenant shall:

(a) accept responsibility for being in charge of and on the Premises at all times during the Tenancy and for ensuring that the terms of the Tenancy and these Conditions are complied with;

(b) provide appropriate risk assessments 14 calendar days in advance of the start of the Tenancy covering all activities that are intended to take place on the Premises during the Tenancy and a failure to provide such risk assessments will deem the Tenancy terminated and the Diocese and / or Parish Priest (or his representative) shall be under no obligation to return the Deposit to the Tenant;

(c) ensure, so far as is reasonably practicable, that any persons using the Premises do so in such a way that does not pose a risk to themselves or other people;

(d) take all reasonable precautions to ensure and safeguard the safety of any persons using the Premises and Parish property by the provision of adequate supervision at all times;

(e) take all reasonable precautions and make all reasonable efforts to observe all regulations, rules and conditions which relate to health and safety;

(f) provide any first aid facilities that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981;

(g) 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; and

(h) report any hazards (eg damaged carpet or trailing cables) to the Parish Priest (or his representative) as soon as possible and in any event no later than the next working day.

10.3 The Diocese shall not be liable for the death or injury to the Tenant, its agents or employees but, for the avoidance of doubt, the Diocese is not limiting or excluding liability for any death or injury caused by negligence of the Diocese or any matter which would be unlawful for the Diocese to exclude or restrict liability.

11. FIRE SAFETY

11.1 The Tenant shall:

(a) familiarise himself with the Premises fire risk assessment and any other guidance notes provided by the Diocese and / or Parish Priest (or his representative) relating to fire safety and make all other users of the Premises aware of the fire procedures for the Premises;

(b) ensure that at no time the capacity of the Premises exceeds such capacity as the Diocese shall impose from time and time and it is the responsibility of the Occupier to contact the Parish Priest (or his representative) and / or Diocese to confirm such capacity;

(c) not move fire extinguishers from their permanent positions unless there is a fire;

(d) ensure that any seating arrangements include sufficient gangways for emergency evacuation;

(e) ensure that all escape routes and means of exit from the Premises, in particular emergency exits, are to be kept clear of obstructions at all times; and

(f) keep fire doors closed at all times and must only be used in the event of an emergency.

11.2 The Tenant shall check regularly that:

(a) all fire exits are unlocked and panic bolts in good working order;

(b) all escape routes are free from obstruction and can be safely used;

(c) no fire doors are wedged open; and

(d) there are no obvious fire hazards on the Premises.

12. ACCIDENTS AND INCIDENTS

12.1 The Tenant must report all accidents involving injury to any individual(s) and any 'near misses' to the Centre Manager/ Caretaker as soon as possible and in any event no later than the next working day and the Tenant must complete the relevant section in the Parish's Accident Book located in the Centre's kitchen, next to the fire extinguisher.

12.2 Breakages must be reported to the Parish Priest (or his representative) by the Tenant within 24 hours of the incident.

13. INDEMNITIES

13.1 The Tenant shall be responsible for:

(a) payment of the Deposit and the Fee;

(b) indemnifying the Parish Priest, Parish and Diocese from and against all actions, costs, claims, demands and damages arising from any breach of these Conditions , any accidents or injuries sustained by any persons arising out of or incidental to the use of the Premises by the Tenant, its employees or agents;

(c) 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 Tenant or any persons attending the Premises in connection with the Permitted Use shall indemnify the Parish Priest, Parish and the Diocese from and against such actions, costs, claims and demands; and

(d) any damage (including accidental damage) to the Premises or to the fixtures, fittings or contents thereof and for loss of contents.

13.2 The Tenant shall effect, and shall ensure that any suppliers shall effect, adequate Public Liability cover with an insurance company to a minimum limit of indemnity of £5,000,000 approved by the Parish Priest (or his representative) against the foregoing and produce evidence thereof at least 5 working days prior to the event and/or upon demand by centre staff or on demand.

13.3 The Parish Priest (or his representative) , Parish and Diocese 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 during the Tenancy or prevents the Premises from being used for the Permitted Use.

13.4 The Parish Priest (or his representative) , Parish and Diocese are not responsible for and shall not be liable for any property left on the premises by the Tenant.

14. SAFEGUARDING

14.1 The Tenant is responsible at all times for the welfare and safety of those attending the Premises in connection with their use of the Premises.

14.2 An Occupier hiring the Premises for a children's group or groups must have their own safeguarding policies and procedures and must follow these. The Occupier must provide their own safeguarding policies to the Diocese upon request.

15. GENERAL

15.1 All sums payable under the Tenancy and these Conditions are exclusive of value added tax.

15.2 No waiver by the Parish Priest (or his representative) of any breach of these Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.3 If any clause of these Conditions is held by any court to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

15.4 The Tenancy and these Conditions 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.

15.5 The terms of the Tenancy and Conditions are the entire agreement between the parties relating to the use of the Premises and supersede all oral or written proposals, arrangements and understandings and the Tenant acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Diocese before the date of the Tenancy.

15.6 Except for the Diocese, no third party can benefit from the Tenancy and the provisions of The Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

15.7 No variation or addition to the terms of the Tenancy or these Conditions shall be binding upon us unless agreed in writing by the Parish Priest (or his representative) acting for and on behalf of the Diocese.

15.8 The Parish Priest (or authorised signatory) shall act as agent for an on behalf of the Diocese.

15.9 All bookings made over the phone or online is deemed to agree to the above terms and conditions.