

**OUR LADY HELP OF CHRISTIANS PARISH
MARYFIELD HALL
73 Leysdown Road
Mottingham, London SE9 4UB
Parochial Administrator: Father Mario Nycz**

INFORMATION and CONDITIONS of HIRE

Maryfield Hall is a parish facility primarily for use in conjunction with Our Lady Help of Christians Catholic 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 Parochial Administrator.

Maryfield Hall is owned by the Southwark Diocesan Trust and can only be used for purposes which are consistent with the charitable objects of the diocesan trust. It is a condition of all hirings that the Hall 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 Hall must be respected. Any breach or potential breach of this condition will mean that the use of the Hall is withdrawn.

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

Maryfield Hall is available for hiring on the following days:

Friday (5:00 PM to 11:00 PM)

Saturday (10:00 AM to 11:00 PM)

Sunday (1:00 PM to 7:00 PM)

School Term holidays are also available by prior agreement.

PLEASE NOTE that Maryfield Hall can hold a maximum capacity of 150 individuals.

Hire Fees: £30 per hour

Refundable Damage/Nuisance/Cleaning Fee: £100 (cash only)

Full payment of the hire fee and the refundable damage/nuisance/cleaning 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. Cancellation fees may be payable in the event of a cancellation, as set out in the Conditions of Hire. Please download and complete the Hire Agreement form and submit to the Parochial Administrator or Parish Secretary. Payments for the Hire Fees are accepted in cash or cheques payable to MOTTINGHAM CATHOLIC CHURCH.

MARYFIELD HALL CONDITIONS OF HIRE

1. Use of Maryfield Hall (the "Premises")

- 1.1. 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.
- 1.2. 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.
- 1.3. Use of the Premises is limited to the hall, kitchen area and toilets. All areas that have been locked are not included in the hire and should not be accessed by the Hirer for the event.
- 1.4. Car parking is permitted in the Premises car park subject to availability and the Hirer is responsible for supervising car parking arrangements to avoid obstruction of the gates and emergency exits. The Parochial Administrator, the Parish or the Diocesan Trust shall not be liable for any loss or damage, howsoever occurring, to vehicles parked in the Premises car park.
- 1.5. The Hirer shall permit the Parochial Administrator and/or Parish representatives to enter the Premises at any time during the hire period.
- 1.6. The Hirer shall comply with all laws, regulations and codes of practice relating to the Premises and relating to the purpose of hire during the hire period.
- 1.7. It is the responsibility of the Hirer to ensure that the Premises are secured and all lights switched off when leaving the Premises. Collection and return of keys should be arranged with the Parochial Administrator or Parish Secretary.
- 1.8. Setting up and clearing up is to be within the overall time specified in the Hire Agreement.

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 Parochial Administrator in advance.

3. Preparation and Cleanliness

- 3.1. The Hirer is responsible for setting up the Premises for their use. Tables and chairs are to be returned to their original position at the end of 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 refrigerator and the freezer and their contents belong to the pre-school and should stay switched on. The fridge/freezer and cooker/oven are not available,

but the hot water urn may be used and should be switched off at the end of the event. The boiler for heating and hot water is set on automatic timer; heating may be adjusted using the thermostat in the hall.

- 3.4. The Premises (indoors and outdoors including the car park) must be left clean, tidy and litter-free, ensuring toilets cleaned and floors mopped. The Hirer will be responsible for providing their own cleaning equipment and materials (hoover, black sacks, floor mops, washing liquids etc.), toiletries, catering equipment and kitchen utensils. The hall will be cleaned in addition to the cleaning undertaken by the hirer themselves. If the time taken exceeds 1 hour, then the cost will be debited from the hirer's deposit.
- 3.5. All rubbish (including cigarette butts, bottles, cans and litter on the grounds and car park) must be cleared up and taken home by the Hirer– the wheelie bins outside the hall are for the exclusive use of the pre-school and the tenants living above the hall.
- 3.6. A minimum penalty charge of £50 will be imposed for premises (including outdoors and the car park) that are left dirty or if rubbish and litter have been left behind. The penalty will be increased according to the severity of damage done to parish and pre-school property.

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 the tenants above the hall and to neighbouring properties. Amplified sound must cease at 22:30 hours.
- 4.2. 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.
- 4.3. The Hirer should be aware that the premises are used by the pre-school during weekdays and young parishioners at the weekend. It is therefore important for health and safety, that pre-school and parish property left on display in the hall are not touched and that waste and spillages are cleared up.
- 4.4. Penalty charges will apply for nuisance caused and damage done to the Premises. Any form of vandalism will be reported to the police.
- 4.5. The parish is not liable for any damage or loss to personal property belonging to the Hirer and their guests. The parish is not liable for any injury or incident during the event. The Hirer is responsible for the security and safety of their guests and their property during the event.

5. Opening Hours

- 5.1. The Premises shall close at 23:00 hours at the latest for Friday and Saturday events; and at 19:00 hours for Sunday events.
- 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.

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 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 as set out in the Hire Agreement.
- 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 £100 must be paid in cash at the time of booking. This is against damage or loss or the need for additional cleaning.
- 8.4. The deposit will be returned unless repair of damages, or loss, or additional cleaning of the hall is required.
- 8.5. The Parochial Administrator 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 a minimum of £50 will be deducted from the deposit to pay for the cleaning.

9. Cancellation

- 9.1. Cancellation fees are applicable and 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 Parochial Administrator reserves the right to cancel a booking by written notice to the Hirer in the event of:
 - 9.2.1. The Premises being required for an event relating to the Catholic Church or the parish;
 - 9.2.2. The Premises becoming unfit for the intended use by the Hirer;
 - 9.2.3. 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;
 - 9.2.4. A local or general election where the hall is required for polling.
 - 9.2.5. The Parochial Administrator 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 refunded in the event of cancellation by the Parochial Administrator except a cancellation under clause 9.2.5. In all cases, the Parochial Administrator, Parish and/or Diocesan Trust 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 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 overseeing 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/she 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 furniture 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 familiarise himself with the Premises fire risk assessment and make all other users aware of the fire procedures for the Premises.
- 11.2. The Hirer shall ensure that no more than 150 individuals is in the Premises.
- 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 are to be kept clear 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. Accidents and Incidents

- 12.1. The Hirer must report all accidents involving injury to any individual(s) and any 'near misses' to the Parochial Administrator 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 Accident Book.
- 12.2. Breakages must be reported to the Parochial Administrator within 24 hours of the incident.
- 12.3. In the instance of damage to electrical, gas or security fittings, please report immediately.

13. Indemnities

- 13.1. **The Hirer shall be responsible for:**
 - 13.1.1. Payment of the deposit and the Hire fee
 - 13.1.2. Indemnifying the Parochial Administrator, Parish and Diocesan Trust 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.
 - 13.1.3. 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 Parochial Administrator, Parish and the Diocesan Trust from and against such actions, costs, claims and demands.
 - 13.1.4. 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.
- 13.2. The Hirer 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 Parochial Administrator against the foregoing and produce evidence thereof on demand.
- 13.3. The Parochial Administrator, Parish and Diocesan Trust 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.

14. Safeguarding

- 14.1. 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.
- 14.2. A Hirer hiring the Premises for a children's group or groups must have his/her 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.
- 14.3. 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

- 15.1. No waiver by the Parochial Administrator 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.
- 15.2. 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.
- 15.3. The Hire Agreement and Conditions of Hire 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.
- 15.4. 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.
- 15.5. Except for the Diocesan Trust, no third party can benefit from this Hire Agreement and the provisions of The Contracts (Rights of Third Parties) Act 1999 are expressly excluded.
- 15.6. 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 Parochial Administrator.