

**CONDITIONS OF HIRE FOR THE  
SACRED HEART CENTRE,  
SOAR TERRACE, MORRISTON, SWANSEA SA6 6HX**

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**1. Use of the Hall (the “Premises”)**

- 1.1. The Premises may not be used for any purpose which is contrary to the teaching 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 Any breach or potential breach of this condition will mean that the use of the Premises is withdrawn.
- 1.2. The use of the Premises shall be confined to the purpose identified in the Hire Agreement. The Hirer shall satisfy himself/herself that the Premises are suitable for the intended purpose.
- 1.3. The Hirer shall not use the Premises or all 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. There is no designated car park. Free car parks are available in the vicinity of the building. On street parking is possible, but should not obstruct access to neighbouring properties. Please DO NOT park on double yellow lines or block the junction between Soar Terrace and School Road. Neither the Parish Priest, the Parish nor the Diocesan Trust shall be liable for any loss or damage, howsoever occurring, to vehicles parked outside the Premises.
- 1.6. Access to neighbouring buildings may not be impeded.
- 1.7. While no reasonable publicity display will be refused, the Hirer is to respect the location of the Premises.
- 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 of 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 or Centre Manager 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, and removed from the Premises. Tables and chairs are to be returned to their original position at the end of use.
- 3.4. It is the responsibility of the Hirer to ensure that the Premises are secured when leaving the Premises. Collection and return of keys should be arranged with the Centre Manager.
- 3.5. Setting up and cleaning up is to be within the overall time specified in the Hire Agreement.
- 3.6. Food and drink may not be consumed in the first floor tiered seating in the Main Hall.

#### **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 23.00 hours unless otherwise 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 presented.

#### **5. Opening hours**

- 5.1. The Premises shall close at 23.00 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 by that time, unless otherwise specified in writing in the Hire Agreement.

#### **6. Licensing and 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 non-parish groups 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 may be requested 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 Premises 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, £6 will be deducted from the deposit to pay for the cleaning.

## **9. Cancellation**

- 9.1. Cancellation 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 refunded 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 Diocesan Trust shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **10. Health and 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. Where appropriate, 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/her into 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 Centre Manager 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/herself 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 the following number of individuals is in the Premises
 

Main hall seated (downstairs)	150
Main hall seated (upstairs)	40
Main hall standing	250
Back hall seated	80
Back hall standing	100
Upstairs seminar room seated	20
Upstairs seminar room standing	40
- 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. **Please ensure fire exit locking mechanisms are secure on departure from the building.**
- 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 Centre Manager 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.
- 12.2. Breakages must be reported to the Centre Manager within 23 hours of the incident.

## **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 Parish Priest, 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 Parish Priest, 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 cause 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 Parish Priest against the foregoing and produce evidence thereof on demand.
- 13.3. The Parish Priest, 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 of 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 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 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 Parish Priest of any breach of the Conditions of Hire by the Hirer shall be considered as a waiver of any subsequent breach by 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 Wales, and the parties agree to submit any dispute arising in connection with it to the non-exclusive jurisdiction of the courts of England and Wales.
- 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 Parish Priest.
- 15.7. The Parish Priest may decline the request to hire the premises whether for an individual function or continuing hire agreement at any time at his sole discretion but he will endeavour to give at least 48 hours notice for an individual function and seven days notice for a continuing hiring agreement and this power is in addition to Clause 9 of the Condition of Hire.