
One-Off Agreement to Hire Church premises

AN AGREEMENT made this _____ day of _____ 20

1. PARTICULARS

In this Agreement the following expressions shall have the following meaning:

1.1 **THE LICENSOR**

Portsmouth Roman Catholic Diocesan Trustees Registered,
by its signatory authorised for this purpose:

Fr. Bruce Barnes
1 Albert Road, Bournemouth, BH1 1BZ

1.2 **THE LICENSEE**

Name:

Address:

1.3 **THE PREMISES**

Please describe which parts of the church premises are covered by
this agreement.

1.4 **THE HOURS**

Insert the designated hours of Hire

----- am until ----- pm

1.5 **THE DATE(s)**

Specify the date(s) of Hire

1.6 **LICENCE FEE**

Payable one month advance

£

2 LICENCE

- 2.1 Subject to Clause 2 and 4 the Licensor gives to the Licensee the right (in common with the Licensor and all others authorised by the Licensor) to use the Premises during the day and hours detailed above for the purpose of(purpose to be closely specified; if detailed put "as detailed at appendix A" and append full details on a separate sheet marked Appendix A).

3 LICENSEE'S AGREEMENTS AND UNDERTAKINGS

The Licensee personally agrees and undertakes:

- 3.1 To pay the Licence Fee in advance one month in advance of the date of Hire
- 3.2 To use the Premises only for the purposes set out in Clause 2.
- 3.3 Not to bring any furniture equipment goods or chattels onto the Premises without the consent of the Licensor.
- 3.4 To ensure that any appliances or equipment brought on to the Premises and used there shall be in safe and good working order and used in a safe manner, and to ensure that any electrical equipment or appliances have been P.A. tested and certified as safe, in accordance with current Health and Safety regulations.
- 3.5 To keep and leave the Premises and their contents undamaged unaltered clean tidy and free of rubbish.
- 3.6 Not to use the Premises in such a way as to cause any nuisance damage disturbance annoyance inconvenience or interference to adjoining or neighbouring property or to the owners occupiers or users of such adjoining or neighbouring property or to users of nearby roads or paths.
- 3.7 Not to allow the consumption of alcohol on the Premises without the written permission of the Licensor.
- 3.8 Not to do any act, matter or thing which would or might constitute a breach of any terms of any Act of Parliament, Order, Regulation, Bye-Law, Rule, Licence or Registration requirement affecting the Premises or their use for the agreed purposes or which might vitiate in whole or in part any insurance effected in respect of the Premises from time to time and to use all due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss of or damage to the premises or any property therein.
- 3.9 To repair and make good at its own expense any damage caused to the Premises or any Parish Property by the Licensee or any of its invitees, employees or agents
- 3.10 To maintain a policy of insurance to ensure that both the Licensee and the Licensor are covered in respect of any public liability, any liability to employees

and any damage to equipment or contents on the Premises or any other matters relating to the Use Allowed including personal injuries to users of the Hall. The minimum cover for death or injury shall be £5,000,000 for any one incident.

- 3.11 To indemnify the Licensor and keep the Licensor indemnified against all losses claims demands actions proceedings costs or expenses or other liability arising in any way from this Licence or any breach of any of the Licensee's undertakings contained in this clause or the exercise or purported exercise of any of the rights given in this Licence.
- 3.12 To observe such reasonable rules and regulations as the Licensor may make and of which the Licensor shall notify the Licensee from time to time governing the Licensee's use of the Premises.
- 3.13 Not to impede in any way the Licensor or his servants or agents in the exercise of the Licensor's rights of possession and control of the Premises and every part of the Premises.
- 3.14 To ensure that the requirements of the Health and Safety Regulations are maintained, in particular the reporting of accidents and dangerous occurrences, and to be responsible for all matters of Health and safety pertaining to this agreement.
- 3.15 To comply with all regulations with regard to all copyright issues when playing music or showing video content and the hirer is responsible for protecting copyright and payments to the Performing Rights Society if applicable.
- 3.16 When the hall is being hired and children will be present, it is a requirement to have at least 2 adults to supervise the event.
- 3.17 Hirers should be vigilant at all times to ensure the safety of their guests and check that no non-invited guests make their way into the facilities being hired. If in any doubt whatsoever it is important to contact a representative of the church or the police.

4 GENERAL

- 4.1 The benefit of this Licence is personal to the Licensee and not assignable and the rights given in Clause 2 may only be exercised by the Licensee and its invitees.
- 4.2 The Licensor gives no warranty that the Premises are legally or physically fit for the purposes specified in Clause 2.
- 4.3 The Licensor shall not be liable for the death of or injury to or for damage to any property of or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or any person referred to in clause 4.1 in the exercise of the rights granted by Clause 2.

-
- 4.4 It is agreed that the Licensee shall not at any time during the continuation of this Licence and the sessions the subject of it be entitled to exclusive possession of the Premises, that the Licensee shall have no security of tenure and that the provisions of the Landlord and Tenant Act 1954 shall not apply.
- 4.5 The maximum number of people permitted to use the hall at any one time is 80 seated or 150 standing.

5 **TERMINATION**

- 5.1 The rights granted in Clause 2 shall determine (without prejudice to the Licensor's rights in respect of any breach of the undertakings contained in Clause 3):
- 5.2 immediately on notice given by the Licensor at any time following any breach by the Licensee of its undertakings contained in Clause 3 or any action of the Licensee in breach of Clause 4.3
- 5.3 immediately on notice by the Licensee or the Licensor at any time that the Premises cease to be legally or physically fit for the purposes specified in Clause 2
- 5.4 immediately on notice given by the Licensor at any time following any breach of the Licensee of its undertakings contained in Clause 3
- 5.5 immediately on notice by the Licensee at any time (whether before the start of the hiring or during the hiring) that in the opinion of the Licensee the Premises cease to be legally or physically fit for the purposes specified in Clause 2 and the Licensor is under no obligation to provide suitable alternative premises or make any contribution to the costs of such premises.

AS WITNESS the hands of the Parties on the above date

Licensor

Signature of Licensor

I also confirm that I will be the responsible person under the terms of the Health and Safety Act and that I have received the appropriate training in the use of the fire fighting equipment, and have been instructed in the reporting of accidents and dangerous occurrences.

Licensee

Signature of Licensee

