# CHURCH OF THE ANNUNCIATION (BURNT OAK) CANON SMYTH PARISH CENTRE BOOKINGS CONTRACT

- **TARGET AUDIENCE:** Hirers of the 'Church of the Annunciation' Canon Smyth Parish Centre (4 Thirleby Road, HA8 0HQ)
- **CONTACT DETAILS:** To enquire about a booking please contact the Parish Secretary on 020 8959 1971 or burntoak@rcdow.org.uk

THIS AGREEMENT IS MADE BETWEEN THE CHURCH OF THE ANNUNCIATION (WESTMINSTER ROMAN CATHOLIC DIOCESE TRUSTEE) AND THE PERSON(S) OR BODY NAMED BELOW AS THE 'HIRER' WHEREBY IN CONSIDERATION OF THE SUM(S) INDICATED AND CONDITIONS OF HIRE.

BOOKING REFERENCE:

DATE OF AGREEMENT:

PURPOSE OF HIRING:

HIRE PERIOD:

(START & END DATE/TIME)

HIRING FEE:

LESS DEPOSIT RECEIVED:

BALANCE DUE:

PAYABLE ON OR BEFORE (DATE):

HIRER DETAILS

HIRER:

ADDRESS:

TEL. NO. & EMAIL ADDRESS:

The HIRER agrees to observe and perform the provisions and stipulations contained within the Church of the Annunciation (Canon Smyth Parish Centre) Conditions of Hire.

Signed on behalf of the HIRER stated above and Church of the Annunciation

SIGNED:

SIGNED:

PRINT NAME:

PRINT NAME:

DATE:

DATE:

# **CONDITIONS OF HIRE**

# 1. TERMS USED

- 1.1. The 'HIRER' means the individual, company or organisation who is named on the above Booking Contract as The HIRER.
- 1.2. The 'OWNER' refers to the Church of the Annunciation Parish, Burnt Oak.

# 2. AVAILABILITY

- 2.1. The Canon Smyth Parish Centre is available for hire for various events including Bookings for Christenings, Funerals, Birthdays etc.
- 2.2. There are separate rooms available which can be hired separately.
- 2.3. The Canon Smyth Parish Centre available for hire up to 6pm, and the premises must be vacated no later than 6:30pm.

# 3. DEPOSITS AND CHARGES

- 3.1. The HIRER is required to pay a security deposit of **£50** at the time of booking. Should the event pass off without incident or damage to the centre, the deposit will be refunded by the OWNER within 14 days of the event date; failure to comply with the points within this agreement will result in the forfeit of the full value of the security deposit.
- 3.2. The deposit will be kept by the OWNER in the event of cancellation by the event organiser in less than 30 days from the agreed date.
- 3.3. The charge for using the premises is required in addition to the deposit described above.

# 4. CONSUMPTION OF ALCOHOL

- 4.1. The consumption of alcoholic drinks by those under 18 is strictly prohibited.
- 4.2. The HIRER is responsible for applying for a Temporary Event Notice (TEN) with the local licensing authority (Barnet Council) if the use of the premises includes any of these licensable activities:
  - sale by retail of alcoholic drinks
  - the provision of regulated entertainment
- 4.3. The HIRER is required to show documented proof to the OWNER at the time of booking should a TEN be required.
- 4.4. The HIRER is responsible for ensuring that the terms of a TEN are adhered to.
- 4.5. Failure to comply with points 4.1 4.5 will result in the forfeit of the security deposit.

# 5. BOUNCY CASTLES

5.1. The use of bouncy castles on the premises is strictly prohibited.

# 6. <u>AGE</u>

6.1. The HIRER, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

# 7. SUPERVISION, PARKING AND LOADING/UNLOADING GOODS

- 7.1. THE HIRER shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction.
- 7.2. The HIRER shall ensure that no vehicle parks in the paved area between the Church and Canon Smyth Parish Centre, and that as directed by signage no car parks in front of the gates leading to the Canon Smyth Parish Centre.
- 7.3. The designated area at the far side/rear of the car park should be used for the uploading/loading of goods via the use of the Parish Hall Fire Doors.
- 7.4. As directed by the OWNER, the HIRER shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

# 8. USE OF PREMISES

- 8.1. The Hirer accepts that the church Insurance policy does not cover the hire and the Hirer does not hold the Church responsible for any damages, loss, injury or theft of goods that may occur on the Premises during the duration of the hire.
- 8.2. The HIRER shall not use the premises for any purpose other than that described in the Hiring Contract and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.
- 8.3. No person is to use any of the other rooms located up/downstairs in the Canon Smyth Parish Centre when the HIRER has hired the exclusive use of the Parish Hall Area only. As per point 2.2, other rooms in the Canon Smyth Parish Centre are available to hire separately.
- 8.4. The HIRER is responsible for ensuring that no nails, tacks, screws, adhesive tape or other similar fixings are driven into floors, walls and fittings. The ceiling is out of bounds, noting is to be hung or attached to the ceiling. Only 'blue tack' is permitted to be used to fix in place decorative items; this must be removed and disposed of after use.

8.5. The OWNER shall have the right to refuse admission to any person whom they consider undesirable and shall not be bound to give a reason for so doing.

#### 9. HEALTH AND HYGIENE

- 9.1. The HIRER shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. A refrigerator is provided on the premises.
- 9.2. The OWNER will not accept any responsibility for any food provided by The HIRER.

#### 10. PERSONAL HYGIENE

- 10.1. Food handlers should observe the following guidelines as appropriate:
  - Wear an apron and/or use gloves
  - Not eat whilst preparing food
  - Tie back long hair
- 10.2. Combing of hair should <u>not</u> be conducted in food handling areas.

#### 11.WASTE & RUBBISH

- 11.1. The HIRER is responsible for ensuring that recyclable items are placed in the appropriately labelled bins provided within the Canon Smyth Parish Centre (plastics, mixed paper/cardboard, plastics, cans/tins/glass bottles & jars) and that general unrecyclable waste is placed in the labelled "household waste" bins provided.
- 11.2. At the end of the period of hire, the HIRER must ensure that ALL rubbish and recycling is disposed of using the outdoor bins provided.
- 11.3. Below is a summary of waste and recycling guidelines for the London Borough of Barnet:



# The following items can be recycled

#### mixed paper and cardboard

Yes	please	
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- newspapers
- greeting cards
- 🗸 junk mail
- clean cardboard packaging
- egg boxes
- magazines and catalogues
- 🗸 books
- shredded paper (loose)
- paper wrapping
- flattened/corrugated cardboard boxes.

mixed glass bottles and jars	
Yes please	No thanks
✓ bottles	X drinking glasses
✓ jars	× bowls/vases
✓ bottles and jar lids.	× light bulbs
	× window glass
	× Pyrex
	× spectacles.

No thanks

× nappies

X polystyrene/foam

X dirty cardboard packaging

X foil or plastic wrapping paper.

X tissue paper

× wet wipes

food tins and dri	food tins and drink cans	
Yes please	No thanks	
food tins	× food waste	
✓ drink cans	X dirty foil and food trays	
empty aerosols	X full aerosols or gas bottles	
✓ clean foil	× crisp packets	
✓ jar lids	× biscuit tins	
✓ foil trays.	×'scrap metal'	
	× cans still with contents	
	× paint cans.	

	household plastic packaging	
Yes ple	ase	No thanks
🖌 plasti	ic bottles	× incorrect plastics
🖌 food	trays	× plastic bags and black sacks
🗸 yoghi	urt pots	× plastic wrapping, bubble wrap and cling film
marg	arine tubs	× polystyrene/foam packaging, trays and cups
<ul> <li>plasti</li> </ul>	ic bottle lids	× crisp packets
✓ fruit punnets.	× plastic furniture	
	× food waste.	

# 12. PUBLIC SAFETY COMPLIANCE

- 12.1. The HIRER shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, Church of the Annunciation Canon Smyth Parish Centre Fire Risk health and safety policy.
- 12.2. The HIRER must ensure that all persons entering the Premises do so at their own risk. The OWNER accepts no liability for any loss, damage or injury to individuals or their property arising from the entry upon or use of the Premises, or use of any of the equipment provided by the parish.
- 12.3. The HIRER must be aware that all portable electrical items located on the Premises undergo the required testing every 12 months to ensure that they are safe to use. The risks associated with any external items brought onto and used on the premises remain the responsibility of the HIRER.

# 13. MEANS OF ESCAPE

- 13.1. All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- 13.2. The emergency lighting supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

# 14. SMOKING & VAPING

- 14.1. The HIRER shall ensure that guests **do not** smoke on the premises or grounds and comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made there under.
- 14.2. Any person who breaches this provision shall be asked to leave the premises.
- 14.3. No vaping on parish premises or grounds

# 15. DRUNK AND DISORDERLY BEHAVIOUR AND SUPPLY OF ILLEGAL DRUGS

- 15.1. THE HIRER shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol.
- 15.2. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity.
- 15.3. Alcohol should not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises.
- 15.4. No illegal drugs may be brought onto the premises.

#### **COMPLIANCE WITH THE CHILDREN ACT 1989**

15.5. THE HIRER shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks, previously known as Criminal Records Bureau (CRB) checks, have access to the children.

- 15.6. Checks may also apply where children over eight and vulnerable adults are taking part in activities.
- 15.7. The HIRER shall provide the Booking Secretary with a copy of their DBS check and Child Protection Policy on request.

#### 16. CANCELLATION

- 16.1. In the event that The HIRER cancels the booking the following charges will be applied:
  - More than 30 days notice: No charge and any deposit will be returned.
  - Less than 30 days notice: Loss of deposit (if deposit has been paid) or 30% of the hire cost. If full payment has been received the balance will be returned.
- 16.2. The OWNER reserves the right to cancel this hiring by written notice to The HIRER in the event of:
  - The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
  - The OWNER reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the premises as a result of this hiring the premises becoming unfit for the use intended by The HIRER.
- 16.3. In any such case of a cancellation by the OWNER, the HIRER shall be entitled to a refund of any deposit already paid, but the OWNER shall not be liable to the HIRER for any resulting direct or indirect loss or damages whatsoever.

#### END OF HIRE

- 16.4. The HIRER must ensure that the steps detailed below and as summarised in the 'End of Hire Checklist' (Appendix A) are completed at the end of hire.
- 16.5. The HIRER must return a signed copy of the End of Hire checklist at the end of the hire period.
- 16.6. The HIRER must ensure that utilities used (including heating, toilet taps and lights) are switched off before leaving the premises, unless directed otherwise by the OWNER.
- 16.7. The HIRER shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured (i.e. doors and windows closed) unless directed otherwise and any contents temporarily removed from their usual positions (i.e. chairs and tables) properly replaced, otherwise the OWNER shall be at liberty to make an additional charge.
- 16.8. All persons including helpers, musicians, etc., must vacate the premises by the time the hire booking period ends.
- 16.9. Where applicable keys used to gain access to the premises during the hiring period must be returned to the presbytery.
- 16.10. Kitchen equipment including but not limited to the cooker, counters and sinks must be thoroughly cleaned and applicable items replaced in the cupboards provided. All breakages or damages must be reported to the OWNER as soon as possible.

# APPENDIX A END OF HIRE CHECKLIST

I, the HIRER, confirm that the applicable steps below have been completed at the End of Hire, unless directed otherwise and noted by the OWNER of the premises:

- □ Dispose of rubbish and recycling in outside bins provided
- □ Remove and dispose of any 'Blue tack' used to fix in place decorations
- □ Switch off heating
- □ Clean kitchen equipment
- □ Clean cooker
- □ Clean counters and surfaces used (i.e. tables/chairs)
- □ Empty fridges/freezers
- □ Empty urns and kettles
- □ Check all toilet taps are fully switched off
- □ Clean sinks
- □ Close windows and doors
- □ Switch off lights
- □ Return keys to presbytery, 4 Thirleby Road, next door to the church.

The HIRER **<u>must</u>** sign and return this form at the end of hire.

SIGNED:

PRINT NAME:

DATE:

November 2023