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April 2012. Charities Act references amended to 2011. 8.6 New clause on activities contrary to Catholic teaching added into Hiring Agreement Appendix 8D.

August 2013. 8.4 – no new AST required. Deposits lodged with agency.

January 2014. 8.4 Appendix 8C. Revised AST information form.

April 2015. 8.6 & App 8D. H&S amendments to hall hiring agreement.

8.2 & App 8E New model licence for short term hall lettings

August 2015. Licencing amendments to hall hiring agreement (Appendix 8D)

8 PROPERTY MANAGEMENT

8.1 Acquisition and Disposals

All parish land and buildings are vested in the Diocesan trust. The trustees make the ultimate decision whether to buy or sell land. In all instances, the Diocesan Finance Office must be involved from the earliest stages.

The disposal of land requires a surveyors report to the trustees as set out in the Charities Act 2011 Section 119 and its Qualified Surveyors Report Regulations 1992. Briefly, these require that trustees before entering into an agreement for the disposal shall:

1. obtain a written report on the proposed disposition from a Qualified Surveyor (as defined in the Act) acting exclusively for the Charity;
2. advertise the proposed disposition unless in the report the qualified surveyor has advised it would not be in the best interests of the charity to advertise; and
3. decide that they are satisfied that the terms on which the disposition is proposed are the best that can be reasonably obtained for the charity.

Sales cannot be made to a person connected to the Diocese which includes a trustee, a person who is a donor of any land, a relative of a trustee or donor, an officer, agent or employee of the Diocese or the spouse of any such people. The list is however not exclusive and the Diocese's solicitor should be consulted if there is any doubt in this respect.

Generally, redundant parish land is disposed of with the benefit of a planning consent for development. This gives the purchaser a degree of comfort in what the land may be used for. Land is sold to the highest bidder to obtain the best consideration in monetary terms. In a sale, the planning application for development will usually require the services of an architect and a valuation surveyor or a planning consultant to secure the maximum potential from the site. The fees of these and other professionals such as solicitors must be allowed for, regardless of whether the sale goes ahead. Occasionally, if the planning application is rejected, an appeal is made and this entails further professional costs.

Acquiring property and land is again the Diocesan trustees' decision. The trustees may require a valuation surveyor's report if deemed appropriate. A building surveyor's report on the physical condition of any buildings is usually required.

All professionals, in particular the valuation surveyor, solicitors, and architects, if appropriate, will be Diocesan appointments but their fees are paid by the parish. This ensures a consistency in provision of advice. Instructions to these professionals is always through the Diocesan Finance Office. Obviously, the parish will have a considerable involvement in buying or selling land. The parish priest will need to consult with his Parish Finance Committee, and depending on the land under consideration, the parish community may also need to be consulted.

8.2 Business Leases, Telecom Leases, Licences, Easements, Wayleaves etc.

A lease is a disposition of property giving exclusive usage to a tenant. A licence allows a licensee to use property on a regular basis but without exclusive rights to any part. There are other forms of legal rights or control over Diocesan property, such as, easements, wayleaves, rights of way, drainage rights, listed building orders, conservation area allocation/status, preservation orders, restrictive covenants, planning agreements, etc. These matters affect the use of church property and in all instances the Diocesan trustees have the ultimate decision whether to grant or accept them.

8.2 Business Leases, Licences, Easements, Wayleaves etc. - continued

Long Term Leases/Licences Leases/licences longer than seven years require a report by a qualified surveyor in the same way as for land sales in sub-section 8.1 above. The rent must be the best obtainable and the property should be advertised as recommended by the surveyor. The tenant must not be connected to the Diocese, in the same way as for land sales in sub-section 8.1 above.

Telecom Leases Leases to telecoms companies for mobile telephone aerials have proved contentious with the neighbours to parish properties. When approached by a telecom company, the parish should first contact the Diocesan Finance Office for advice.

Short term leases Short leases for less than seven years do not necessarily require a report by qualified surveyors but from a "competent" person, that is someone with knowledge of the rental market, such as estate or lettings agents, or bank managers. The rent must be the best obtainable and the tenant must not be a connected person

Short term licences to nursery/pre schools. There are many concerns in letting halls to a nursery or preschool and the terms of the agreement must be settled through the Diocesan solicitor in a bespoke licence.

In all instances, it is a Diocesan requirement that the Diocesan solicitor draws up the requisite legal document. Leases and licences are specialist documents and the essential data required by the solicitor is set out in **Appendix 8A**. Leases are always excluded from the Landlord and Tenant Act 1954 thus removing a tenant's statutory right to renew and allowing the Diocese to regain control at the end of the lease.

Short term licences Regular lets, say one day a week for an aerobic class, should be regulated by a licence. The considerations are the same as for hall hirings below. The model agreement in **Appendix 8E** is suitable for this form of letting. One-off hall hirings are dealt with below. However, licences for nursery/pre schools cannot use this model form and must have a bespoke licence – see above.

The parish should first contact the Diocesan Finance Office before embarking on buying or selling, or agreeing leases or licences of Diocesan property. The Diocese will ensure that the parish is fully involved in decisions. Only the Diocesan trustees, not the parish priest, can sign the legal documents.

8.3 Letting of Land or Fields

Great care must be taken in allowing animals in particular to use parish grounds or fields. An agricultural tenancy may be inadvertently created with severe limitation placed on the Diocese and parish as landlord. The Diocesan Finance Office should always be consulted first.

8.4 Assured Shorthold Tenancy for Residential Tenancies

An assured shorthold tenancy (AST) can only be used for the residential occupation of Diocesan properties. It is a disposition of land and the trustees have to comply with the requirements of the Charities Act 2011. When a tenant is found, the trustees have to receive a report from a "competent" person or a chartered valuation surveyor on the proposed tenancy. See **Appendix 8B**. A "competent" person is someone with knowledge of the rental market such as an estate agent, letting agent or bank manager. The rent must be the best obtainable. Then the Diocesan solicitor will draw up the legal documents. The tenancy agreement must be signed by the tenant(s) before occupying the property. Tenants must not be allowed into the property before signing the documents.

The Diocesan solicitor will draw up a tenancy agreement based on the information supplied by the parish in the pro forma in **Appendix 8C**. We recommend using the minimum tenancy period of six months, and then to allow the tenancy to run on beyond that on a month by month basis as a "periodic" tenancy.

8.4 Assured Shorthold Tenancy for Residential Tenancies – continued

This has the advantage that the tenancy can be drawn to an end by the landlord giving two months' notice of termination. The earliest that notice may be given is at four months' in order to give the minimum six month period. The tenant can give one month's notice.

Although a tenancy is allowed to run on, rent should be reviewed annually on the anniversary date. If an increase is required, the Diocesan Finance Office can issue a standard letter to the tenant(s) giving the new details. There is no need for a new agreement.

Where the tenant refuses to agree an increase in rent, then the Diocesan Finance Office can bring the tenancy to an end with the appropriate notice period.

The parish should contact the Diocesan Finance Office at least four weeks before tenants are due to move in to allow time to complete all the necessary documents and distribute them to the appropriate parties.

The Diocese usually recommends the use of a letting agent for residential lettings. The agent acts as intermediary between the parish and tenant and this helps reduce any personal involvement or difficulties with the tenant. However, the agents must use the agreement drawn up by the Diocesan solicitors. Also the letting agent should not terminate the agreement at the end of six months. Some agents regrettably do this automatically; they must not.

Deposits have to be lodged with a Government approved deposit agency. The letting agents will arrange this.

8.5 Service Occupancy Agreements for Employees

Some employment positions require an employee to live in parish accommodation for the better performance of his/her duties. This could apply to caretakers or pastoral assistants for example. The Employment Contract (See section 12 "Personnel") must be accompanied by a **Service Occupancy Agreement (SOA)** regulating the use of the accommodation. The employee must sign the SOA before moving in. The employee will occupy the accommodation free of charge. Charging a rent could create a tenancy which will be difficult to rescind even if the employee leaves his/her job. The SOA is linked to the employment, so if the employee leaves or is dismissed, s/he has to quit the accommodation at the same time. The proposal to provide accommodation should be discussed with the Vicar General before any action is taken. The Diocesan Finance Office can arrange the drawing up of the SOA.

8.6 Parish Hall Hirings

The Parish Hall Hiring Agreement is designed for one-off lets, for example, for parties or for a one month language school. Surveyors reports under the Charities Act 2011 are not required. Parish Priests may sign the agreement with the hirer. For regular lettings see leases/licences above.

Hiring out the parish hall can generate some income as a contribution towards its upkeep. But a parish hall generally does not produce sufficient income to cover its full running costs. The management of lettings needs careful consideration. In particular, the cleaning of the floors, toilet facilities and kitchen needs planning between lets. Lettings must not be for purposes contrary to the teachings of the Catholic Church nor which could cause offence.

It is better to have one person responsible for the hall management. In many parishes this will have to be the parish priest.

The hirer must hold public indemnity insurance with a minimum limit of indemnity of £5 million and proof should be given to the parish before any agreement is signed. Hirers may hold private parties but must not hold public entertainments.

8.6 Parish Hall Hirings continued

Hirers should undertake their own risk assessments for general usage and fire.

Hirers for children's groups must have their own child protection procedures and will be expected to follow these. They should be asked to attach a copy of their own procedures to the agreement and by signing the agreement affirm that these will be adhered to at all times. Any group wishing to make use of parish accommodation and facilities that do not have their own procedures should be provided with a copy of the Diocesan Safeguarding – see Section 14 “Safeguarding”.

The hirer will sign an affirmation undertaking to follow these procedures in relation to all their work with children and young people, preventing child abuse and responding to child protection concerns.

A standard Parish Hall Hiring Agreement is given in **Appendix 8D**. A separate information sheet should be drawn up giving the hire rates for the different parts of the building. The best way to assess rates is by comparing them with other halls in the vicinity.

8.7 Legal Requirements for Renting or Letting Out Properties

There is a duty of care for the safety of all occupants or users. The building must be fit for the use intended and safe in the event of fire and other hazards. Gas, electricity and water and their relevant appliances are covered by health and safety regulations. The letting agent can arrange these checks for AST's. There may be licences required for hall use. See Section 13 “Health & Safety”.

8.8 Boundaries and Encroachments

As property owners we must be vigilant against all forms of encroachment on to our land or buildings to prevent losing ownership through adverse possession. Neighbours might move boundary structures or construct an access to use our property for, inter alia, cultivation, animal husbandry, leisure amenity, development etc. Vehicles could be parked without permission in car parks or church grounds; but if appropriate a licence could be agreed to regulate car parking for a rent. Travellers in illegal occupation have to be evicted with the inevitable litigation costs. In a similar way we must take care not to permit any form of pedestrian or vehicular traffic route to be created across our property.

Boundary structures must be kept in good repair but the owner with responsibility is not always obvious. It is good practice to periodically “beat the bounds” of all parish properties noting any incursions on to our land or damage to the boundaries. The Diocesan Finance Office can provide advice on all these issues.

DIOCESE OF ARUNDEL AND BRIGHTON

PROPOSED LEASE OF FACILITIES TO THIRD PARTIES

CHECKLIST OF DETAILS FOR DRAWING UP A LEASE OR LICENCE

A lease grants a tenant exclusive use of land and/or premises for the duration of the lease. A licence is non-exclusive. Unless the tenant breaches the terms of the lease or licence, it is very difficult to terminate the contract, except by mutual agreement. The following information is required for the Diocesan solicitor in drawing up the agreement:

1. Name and address of the tenant(s) and where appropriate the names and addresses of the trustees who will take the lease or the tenant company (and details of its registered office, company number etc.).
2. Full description of the premises to be let including if at all possible a plan showing the area edged red. Plans for leases of more than 3 years should always be provided. The plans should be drawn to a recognised scale and show a north point. This is due to the requirements of the Land Registry when registering or noting leases pursuant to the Land Registration Act 2003. If the tenant is providing the building, will it be removed at the end of the agreement?
3. Details of any rights of way needed for access purposes and details of any other rights to be granted such as those for car parking (shown on plan).
4. The length of the agreement with details of any option to terminate the lease before the end of the Term. Is any such option to be exercisable by the Landlord, the tenant or both parties?
5. The rent to be paid with details of any review. Rental period. Deposit if appropriate.
6. Insurance - who is to insure and are there any special terms to be observed? The tenant should pay any premiums.
7. User - details of user and purpose.
8. Repairs - what obligations are the tenants to undertake in regard to structural repairs (where appropriate) internal and external repairs and redecoration?
9. It is usual that vacant possession is required at the end of the agreement without the tenant being entitled to apply for a new lease under the Business Tenancy legislation. The lease of business premises must exclude the security of tenure provisions under the Landlord and Tenant Act 1954. The exclusion is achieved by a notice and declaration procedure and no longer requires application to the courts. This precludes the tenant from being automatically entitled to renew the lease at the end of the term.
10. In some cases dependent upon the identity of the tenant, is a guarantor required? Especially if the tenant is an off the shelf company or relatively new company.
11. Who is responsible for paying Diocese' surveying and legal fees?

The Charities Act 2011 requires a chartered surveyor's report on the terms of the agreement is required for terms in excess of seven years. For terms less than seven years, a "competent person" (estate agent, accountant, bank manager, letting agent) can make the report.

DIOCESE OF ARUNDEL AND BRIGHTON

ASSURED SHORTHOLD TENANCY - GUIDANCE NOTES FOR REPORT TO TRUSTEES

An assured shorthold tenancy can only be used for residential occupation and is a disposition of land for less than seven years. We recommend using the minimum period of six months and allow the tenancy to run on beyond that month by month as a periodic tenancy. The Diocese may terminate the tenancy on giving two month's notice after the first four months.

Section 120 of the Charities Act 2011 requires that where trustees are proposing to grant a lease for a term of not more than seven years the Charity trustees, before entering into an agreement for the lease, shall

- a) obtain and consider the advice on the proposed disposition of a person who is reasonably believed by the trustees to have the requisite ability and practical experience to provide them with competent advice on the proposed disposition, and
- b) decide that they are satisfied, having considered that person's advice, that the terms on which the disposition is proposed to be made are the best that can be reasonable obtained for the Charity.

A "competent person" is someone who has knowledge of market rents in the area and can be, for example, a solicitor, bank manager, accountant, estate agent, letting agent, as well as of course, a chartered valuation surveyor. The trustees require a written report detailed below with various statements included as indicated.

- 1 It should be addressed to the Trustees of the Arundel and Brighton Diocesan Trust, Finance Office, Bishop's House, The Upper Drive, Hove, East Sussex, BN3 6NB.
2. The report heading statement is "Report on proposed assured shorthold tenancy agreement for [address of property]", and with the letterhead of the writer.
- 3 Introduction Statement: "The trustees are proposing to let [address of property] on an assured shorthold tenancy to [name of tenant(s)]. This is a report under the requirements of Section 120 of the Charities Act 2011. I have a knowledge of the locality and of the property and I am a competent person within the meaning of the Act."
4. Description - there should be a brief description of the accommodation and its location within the area.
5. Accommodation - details of the accommodation and its locality should be briefly described.
6. Proposed letting statement - "The letting will be under an assured shorthold agreement to be prepared by the Diocesan Solicitor, and notice will be served by the Solicitor on the tenant and occupation will not be given until the tenant has served notice of his/her acceptance of that notice."

Details of the tenancy are described, to include the following points:-

- i) Rent and deposit. This must be the best market rent (the highest amount reasonably expected). The report should state "The rent of £..... per month/quarter is the best rent that can reasonably be obtained." The rental period (monthly, quarterly, etc) must be clearly stated. The deposit amount must be given.

APPENDIX 8B - continued

DIOCESE OF ARUNDEL AND BRIGHTON

ASSURED SHORTHOLD TENANCY - GUIDANCE NOTES FOR REPORT TO TRUSTEES

- continued

Details of the tenancy are described, to include the following points:- (continued)

- ii) Responsibility for payment of council tax and all other outgoings such as water rates, electricity, gas, etc (usually the tenant). Landlord will pay building insurance (not contents).
 - iii) Repairs - the tenant may be made responsible for internal repairs. The trustees are responsible for external and structural repairs.
 - iv) Decoration - describe the obligation of the tenant for decorations.
 - v) Access - describe rights of access if not direct from the street. Car parking provision, if any, needs stating.
 - vi) Alienation - no sub-letting or assignment of the whole or any part of the accommodation.
 - vii) Use - tenant to use the flat for residential purposes only and not to cause any nuisance to adjoining owners or occupiers.
7. Conclusion statement - "Acting in the sole interest of the trustees of the Arundel and Brighton Diocesan Trust I can recommend the grant of the tenancy to [names of tenants] on the terms referred to in this report."
8. The report is signed and dated by the competent person.

**DIOCESE OF ARUNDEL AND BRIGHTON - ASSURED SHORTHOLD TENANCY AGREEMENT
INFORMATION REQUIRED FOR DIOCESAN PROPERTY**

Full name of tenant(s)		
Other Occupants – if children please provide full names and age for each child		
Present Address of tenant(s)		
Mobile telephone number for tenant(s)		
Email address for tenant(s)		
Full Address of accommodation to be let		
Accommodation description, i.e. detached/semi detached/number of bedrooms		
Access description		
Date of Occupancy		
Length of Tenancy		
Notice		
Monthly Rental		
Method of Payment		
Where payment to be sent		
Deposit amount		
Agent or Solicitor to register deposit?		
Is there a Guarantor? If yes, please provide full name, address and contact email and telephone number		
Pets?		
Possibility of sub-letting by tenant?		
Private Residence only?		
Furnished?		
Is there car parking? Is there a garage?		
Other Points?		
Care of garden	Tenant / landlord	(delete as appropriate)
Tenant's responsibility:	Council Tax, Water Rates, Gas, Electricity, Telephone, Contents insurance, Maintenance of interior	
Landlord's responsibility:	Building Insurance, Maintenance of exterior, Trustees legal costs, trustees surveyor fees	

Please return to Diocesan Finance Office with a report under the requirements of Section 120 of the Charities Act 2011, prepared by a competent person within the meaning of the Act.

DIOCESE OF ARUNDEL AND BRIGHTON

(Registered Charity No. 252878)

HIRING AGREEMENT FOR PARISH HALL
(Parish Name)

DATE:

PARTIES:

- 1. The Parish of (Name and Town) ("the Parish"), acting through its parish priest.
2. (Name of responsible person) of
(Name of organisation* and address) ('the Hirer').

The parish permits the Hirer to use the part of the premises described in paragraph 3 below on the following terms and conditions.

- 1. Purpose of Hiring:
2. Period of Hiring – Date (s)
Hours: from to ('the Session').
3. Description of room (s) and facilities within the premises to be hired:
..... ('the Premises")
4. Hiring fee: £ (per session)* payable in advance
Deposit received/payable* £ *
5. Date (s) of payment of fees/balance*
6. Period covered by public indemnity insurance:
7. The Hirer agrees to observe and perform the terms and conditions contained or referred to in the Parish Hall Conditions of Hire for the time being in force and as attached to this Agreement and in the Rules governing the use of the premises, EXCEPT THAT Conditions shall not apply to this hiring.
8. The maximum number of people allowed in the building are seated orstanding.
9. The parish hall will close at 11.00pm, unless otherwise specified in the agreement.

Signed by (Please print Name):
(for and on behalf of the parish) (Parish Priest)

Signed by (Please print Name):
(the Hirer/For and on behalf of the Hirer*)

* Delete as appropriate

E List any numbered conditions that do not apply, or otherwise delete words from 'EXCEPT THAT ...'

DIOCESE OF ARUNDEL AND BRIGHTON**PARISH HALL CONDITIONS OF HIRE****1. Use of Parish Hall**

- The use of the parish hall during the period of hire shall be confined to the use or uses identified in the Hiring Agreement. The Hirer must familiarise him/herself with the hall.
- The parish hall will, as a general rule, close no later than 11.00pm. A Hirer who wishes an extension to this, will need to have this agreed on the Hiring Agreement.

2. Hire Charges

- Payment must be made in advance.
- Provisional acceptance of a booking will be given on receipt of £100 or 25% deposit whichever is the greater for all bookings and the remainder of the fee is due 7 days in advance of the hire.
- Deposits will be refunded provided conditions of hire are complied with.

3. Cancellations

- Cancellation of bookings must be received by the parish priest not less than 7 working days in advance of the date of hire.
- In the event of cancellation the deposit will be forfeited.
- Cancellations received less than 7 working days before the hiring will forfeit the hiring costs in full.
- The parish priest reserves the right to cancel any booking without prior warning or to vary these conditions or the hours of the booking.

4. Preparation and Cleanliness

- The Hirer is responsible for setting up the room.
- The Hirer is required to leave the premises in a clean and tidy condition, having removed all rubbish as directed by the parish priest before leaving the premises.
- The Hirer is requested to replace chairs and tables and to close all windows and external doors on completion of the booking.
- Setting up and tidying up at the end must be included in the Session.

5. Damage and Breakages to Parish Property

- Breakages must be reported to the parish priest within 24 hours of the incident.
- Hirers must indemnify the Parish for any damage, however caused, arising during or in respect of the Session.
- The Hirer shall take all reasonable precautions to ensure and safeguard the safety of persons and parish property including property in and upon the buildings and grounds by the provision of adequate supervision and control at all times.

6. Noise and Public Order

- Hirers using amplified music are required to keep the volume to an acceptable level to avoid causing nuisance to neighbours or other users of the parish halls.
- All amplified sound must cease by 11pm.
- Hirers are requested to keep all unnecessary noise down to a minimum when leaving the premises.
- Particularly bearing in mind that the Premises are part of Catholic Church property for which proper respect is demanded, the Hirer will, without question, comply with the requirements of the Parish for the purpose of ensuring public order and decency. 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 therein.

- The Premises are to be let out on the basis that they 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 Premises must be respected. Any breach or potential breach of this provision will mean that the use of the Premises is withdrawn.

7. Indemnification

- The use of the parish hall is entirely at the risk of the Hirer. The Hirers shall indemnify the Parish against all claims, demands, actions or proceedings and any loss, damage or injury which may be brought against or suffered by the parish arising from or in consequence of the non-observance or non-performance of any of these conditions or any act, neglect, default or omission of the Hirer, his agents or servants, and all claims, demands, actions or proceedings in respect of the death or injury howsoever and by whomsoever caused of or to any person which shall occur or arise from any accident or occurrence which shall happen while such person is on or upon any part of the premises or its environs during the period of hire or in respect of any loss or damage suffered or sustained by any person in consequence of any such death or injury.
- The Parish is not responsible 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, which may cause the hired premises to be temporarily closed or the hiring to be interrupted or cancelled. The Hirer shall indemnify the parish against any claim, which may arise out of the hiring in respect of any such loss, damage or injury.
- The Hirer shall adequately insure with an Insurance Company to a minimum limit of indemnity of £5 million approved by the Parish against the foregoing and produce evidence thereof on demand. One-off hires for private events such as birthday parties are covered under parish insurance, so this condition does not apply.

8. Expiration of Hire

- Should the Hirer or his/her agents, servants or licensees remain on the Premises after the expiration of the period of hiring for any reason whatsoever, he/she will be liable to be charged in accordance with the scale of charges for the subsequent hire session of the facility and for any other charges incurred.

9. Sub-Letting

- The Hiring Agreement is personal to the Hirer and the Hirer shall not assign the benefit or interest he/she may have in the premises or sub-let or share possession any part of the premises.

10. Health and Safety

- The parish hall is a **NO SMOKING BUILDING**.
- It is the responsibility of the Hirer to observe all regulations, rules and conditions of licensing with regard to health and safety and to undertake a general risk assessment
- The Hirer shall not bring or permit any other person or agent to bring articles of an inflammable or explosive nature which could cause damage or injury onto the Premises (or any article producing an offensive smell, or any oil, electric, gas or other engine).
- The use of bouncy castles by hirers of parish premises is prohibited unless specifically approved by the Parish priest in writing.
- No additional cooking facilities may be brought into the building by the Hirer or by any person on their behalf.
- All seats are to be arranged with sufficient gangways to afford proper means of exit and all passages and exits must be kept free from obstruction.
- Caterers, contractors and persons employed by the hirer to supply refreshments will be required to observe all hygiene regulations and such other reasonable requirements of the Chief Environmental Health Officer.
- Those in attendance during the Session shall not exceed the numbers stated in the Hiring Agreement.
- The Hirer must familiarise him/herself with the procedures in the case of fire and/or evacuation and undertake their own fire risk assessment. Notices are displayed throughout the premises.
- Unless specifically approved by the Parish in writing, dogs or other animals will not be admitted to the Premises, except for guide dogs. The award of live animals as prizes is prohibited.
- No wax or powder shall be placed on the floors. Spillages must be cleared up.

APPENDIX 8D - continued

- Electrical equipment, other than that belonging to the parish, must be tested in accordance with current regulations and the Hirer must be able to provide an appropriate Portable Appliance Testing (PAT) certificate, (if requested).

11. Sale of Alcohol

- The sale of alcohol is prohibited. The Hirer may provide his/her own alcohol with the permission of the parish priest.

12. Security of Personal Property

- The Parish will not accept any responsibility for any loss or damage to articles or equipment left upon the premises.
- Property used in connection with any hiring shall not be left upon the premises after the hiring. The parish shall be entitled to dispose of any property left on the premises, as it sees fit.
- The Parish will accept no responsibility for such property, and the Hirer shall be responsible for any costs or expenses incurred in the removal or storage or disposal of such property.

13. Wall Hanging/Decorations etc.

- The Hirer shall not attach to the walls and ceilings anywhere in the premises any decorations of a permanent or semi-permanent nature or attachments without the permission of the parish priest.

14. Licensing

• **Performing Rights Licensing**

The Parish is not authorised to permit the use of copyright material in functions for which the premises are let. The organisers of functions on the premises must arrange directly with the Performing Rights Society and Phonographic Performance Ltd. for all licences required for the use of copyright material and undertake to indemnify the parish in respect of any claim made under copyright law.

• **Filmshows**

No film shall be shown unless the consent of the parish priest is first obtained. The Hirer shall comply where applicable, with the requirements of the Copyright Designs and Patent Act 1988 and the need for a Public Entertainments Licence.

Bingo, Gaming Licence Duty

The playing of Bingo, or other forms of permitted gambling must conform to all statutory and other current gaming regulations and requirements. Failure to adhere strictly immediately terminates the Hiring Agreement with the parish. Current regulations are available from the Gambling Commission.

• **Public Entertainments Licence**

The parish hall does not hold a Public Entertainment Licence. Public entertainment is prohibited.

15. Right of Entry

- The right of entry to the premises is reserved to the parish priest or any agent of the parish any time during the hiring. The parish priest also reserves the right to refuse admission or to ask any person to leave the premises without stating any reason therefore.

16. Child Protection

- A Hirer for children groups will attach a copy of their own child protection procedures to this agreement and by signing this agreement will affirm that these procedures will be adhered to at all times. Any Hirer wishing to make use of parish accommodation and facilities that do not have their own procedures will be provided with a copy of the Diocesan Child Protection Procedures. The Hirer will sign an affirmation undertaking to follow the Diocesan procedures in relation to all their work with children and young people, preventing child abuse and responding to child protection concerns.

17. Failure to Comply

- The parish priest reserves the right to terminate any hirings immediately in the event of the Hirer failing to observe or perform any of the conditions or regulations herein contained and the Parish may retain the hiring fee and any other charges paid by the Hirer.

18. Modification of Conditions

- The parish priest reserves the right to modify or vary any of these conditions or regulations or to impose special conditions where in his opinion the nature of any application so demands.

19. Loss of Use Of The Premises Through Strikes etc.

- The Parish will not be responsible for any loss or damage suffered by the Hirer in the event of the accommodation not being available by reason of accident, war, civil commotion, force majeure, strike, lock out or any other cause beyond the control of the Parish. The decision of the Parish as to whether or not the accommodation is available within the meaning of this condition shall be final and binding on the Hirer.

20. Publicity And Marketing

- The publicity and marketing of any dance, concert, entertainment shall be the full responsibility of the Hirer.

21. Cancellation Of An Event

- The Hirer is responsible for the running and staging of the event within the terms of this Hiring Agreement. The Parish will be under no liability to any third party resulting from the cancellation or alteration of the event or any other matters that are the responsibility of the Hirer. The Hirer will indemnify the Parish against all such liabilities.

APPENDIX 8E

DIOCESE OF ARUNDEL & BRIGHTON

LICENCE FOR USE OF PARISH HALL - PARTICULARS

(For non-exclusive use of Parish premises only)

**PLEASE NOTE THIS LICENCE IS NOT TO BE USED IN REGARD TO DEALINGS WITH
NURSERY/PRESHOOLS**

Complete first three pages and sign on last page

NOTE: * delete as appropriate

DATE <i>[insert date]</i>	
LICENSOR	<p>THE ARUNDEL AND BRIGHTON ROMAN CATHOLIC DIOCESAN CORPORATION at the direction of THE RIGHT REVEREND CHARLES PHILLIP RICHARD MOTH THE REVEREND CANON KIERON O'BRIEN and THE REVEREND JONATHAN MARTIN Clerks in Holy Orders and EDWARD BARTRAM TOTMAN BERNADETTE ANNE BRITAIN ANTHONY CAMPBELL MICHAEL CHARLES THOMS and THOMAS WILLIAM ALLEN all care of Bishop's House The Upper Drive Hove East Sussex BN3 6NB being the trustees ("the Trustees") of The Arundel and Brighton Diocesan Trust a registered charity with charity no. 252878</p>
<p>LICENSEE</p> <p>[Insert Licensee name and address NB, the correct legal entity must be entered here, i.e. a limited company or individual names, do not insert a trading name and address. If the licensee is a limited company include the full company name, company number and registered office address.]</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

PARISH PRIEST	The Parish Priest of the Parish or his duly authorised delegate
BUILDING [If the Premises are a stand alone property then please ignore reference to the Building – if the premises are for a room only within a building then please complete the Building details]	The Building at _____ situated at the Parish
PREMISES [description of premises and attach a plan]	The Parish hall at situated at the Parish and shown edged red on the attached plan
LICENCE PERIOD [insert termination date of licence]	The period from and including the date hereof until[date] or until the date on which this licence is determined in accordance with clause 5 whichever is earlier
DESIGNATED HOURS [insert details of times of operation]	Monday from ____ to ____ and from ____ to ____ Tuesday from ____ to ____ and from ____ to ____ Wednesday from ____ to ____ and from ____ to ____ Thursday from ____ to ____ and from ____ to ____ Friday from ____ to ____ and from ____ to ____ between the following dates..... andor such other hours/days as the Licensor in its absolute discretion may determine. The Designated Hours includes the time taken for setting out equipment at the beginning of each Session and clearing away equipment at the end of each Session.
LICENCE FEE [insert fee and indicate period. If the licence fee includes the cost of utilities or any other payments please include the wording	The amount of £[_____] per week/month* or such other fee as the Licensor in its absolute discretion may from time to time determine. [to include the cost of all/the following utility supplies used by the Licensee during the Licence Period.]

<p>in brackets. If the utilities are to be paid in addition to the licence fee then please do not include the wording in brackets and complete the "Utilities" section</p>	
<p>LICENCE FEE COMMENCEMENT DATE</p> <p>[insert commencement date]</p>	<p>The date of _____.</p>
<p>PAYMENT DATE</p>	<p>The [Insert day] of each week/month/term*.</p>
<p>PERMITTED USE</p>	<p>Use as</p> <p>.....</p>
<p>RIGHT TO PARK</p> <p>(as more particularly set out in the Schedule)</p>	<p>Yes/No*</p>
<p>RIGHTS OF STORAGE</p> <p>(as more particularly set out in the Schedule)</p>	<p>Yes/No*</p> <p>Parish provides storage/Licensee provides portable storage*</p>
<p>PARISH</p> <p>[insert name and address of Parish]</p>	<p>.....</p> <p>.....</p> <p>.....</p>
<p>UTILITIES</p> <p>[If the utilities are to be paid in addition to the Licence Fee please complete this section as appropriate]</p>	<p>The costs in connection with the supply and removal of electricity/gas/water/sewage/telecommunications and data to or from the Premises.</p>

THIS LICENCE is made on the date and between the parties specified in the Particulars

AGREED TERMS

1. Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Session: means each session at the Premises used for the Permitted Use, and for no other use, from its start time shown as “from” until its finishing time shown as “to” in the Designated Hours as appropriate.

Common Parts: such roads, paths, entrance halls, corridors, lifts, staircases, landing and other means of access [in or upon the Building] the use of which is necessary for obtaining access to and egress from the Premises as designated from time to time by the Licensor.

Competent Authority: any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

Necessary Consents: all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Permitted Use.

Particulars: the foregoing particulars.

Plan: the plan attached to this Licence.

Service Media: all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

VAT: value added tax chargeable under the Value Added Tax Act 1994 or any similar replacement or additional tax.

1.2 Clause schedule and paragraph headings shall not affect the interpretation of this agreement.

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the Schedule.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however, incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.9 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail.
- 1.11 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and to use its best endeavours to prevent such act or thing being done by a third party.
- 1.12 References to clauses and schedules are to the clauses and Schedules of this licence; references to paragraphs are to paragraphs of the relevant Schedule.
- 1.13 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.14 Unless otherwise expressly provided, the obligations and liabilities of under this agreement are joint and several.

1.15 The expressions in the first column of the Particulars have the respective meanings assigned to them in the second column of the Particulars.

1.16 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. LICENCE TO OCCUPY

2.1 Subject to clause 3 and clause 6, the Licensor permits the Licensee to occupy the Premises for the Permitted Use for the Licence Period during the Designated Hours in common with the Licensor and all others authorised by the Licensor (so far as is not inconsistent with the rights given to the Licensee to use the Premises for the Permitted Use) together with the rights mentioned in the Schedule.

2.2 The Licensee acknowledges that:

2.2.1 the Licensee shall occupy the Premises as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Licensee by this agreement;

2.2.2 the Licensor retains control, possession and management of the Premises and the Licensee has no right to exclude the Licensor from the Premises;

2.2.3 the licence to occupy granted by this agreement is personal to the Licensee and is not assignable and the rights given in clause 2 may only be exercised by the Licensee and its employees; and

2.2.4 without prejudice to its rights under clause 6, the Licensor shall be entitled at any time on giving not less than two weeks' notice to require the Licensee to transfer to alternative space elsewhere within the Building and the Licensee shall comply with such requirement.

3. LICENSEE'S OBLIGATIONS

The Licensee agrees and undertakes with the Licensor the Trustees and the Parish Priest:

3.1 To pay to the Licensor the Licence Fee without any deduction in advance on the Payment Date the first such payment, being for the period from the Licence Fee Commencement Date to the day before the next Payment Date, to be made on the date hereof [and to pay the Utilities on demand as directed by the Licensor].

- 3.2 To insure for not less than five million pounds or such other sum as the Licensor shall reasonably require in the joint names of the Licensor the Trustees and the Licensee against all liability in respect of any damage or loss which may be suffered by any persons other than the Licensor or Licensee by reason of or arising directly or indirectly out of the use of the Premises under this Licence and to keep the Licensor and the Diocese indemnified against all such liability and when required from time to time by the Licensor to produce the same and evidence of the payment of all premiums in respect thereof.
- 3.3 Not to act in any way which will or may result in the buildings insurance of the Building being void or voidable or in the premium for it being increased.
- 3.4 To conduct and manage the exercise of all the rights granted in respect of the Premises in an orderly and lawful manner and in particular not to permit any acts or conduct which shall be an annoyance or nuisance to the Licensor in respect of its adjoining property or which may injure the reputation of the Licensor the Parish or Parish Priest.
- 3.5 The Premises are to be used on the basis that the Premises 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 Premises must be respected and, notwithstanding the provisions of clause 6, any breach or potential breach of this provision will mean that the use of the Premises is withdrawn.
- 3.6 At the Licensee's own expense to obtain all statutory licences and consents (whether already or in the future to be required) for the Licensee's use of the Premises as such regardless of whether such requirements are imposed on the Licensor the Parish Priest or the Licensee and the Licensee will indemnify and keep indemnified the Licensor and the Trustees against any claim or claims arising out of the Licensee's use of the Premises as such and for any damage or injury caused therefrom.
- 3.7 Not to apply for any planning permission in respect of the Premises.
- 3.8 To indemnify the Licensor and keep indemnified the Licensor against all actions costs claims demands expenses proceedings damages or any other liability arising out of or by reason of the Licensee's use of the Premises or the exercise of any of the rights given in the Schedule.

- 3.9 Forthwith as often as occasion may require in a good and workmanlike manner to the satisfaction of the Licensor and the Parish Priest and in all respects at the cost of the Licensee to make good any damage caused to the Premises in the exercise or purported exercise of the rights hereby granted to the Licensee or their clients employees or invitees and to restore the Premises to its former condition.
- 3.10 To observe such rules and regulations as the Licensor or the Parish Priest may make from time to time governing the Licensee's use of the Premises and the Common Parts.
- 3.11 Not to bring any furniture equipment goods or chattels into the Premises without the written consent of the Parish Priest save as may be necessary for the Permitted Use.
- 3.12 Without prejudice to clause 3.11 not to bring any electrical equipment into the Premises unless such equipment has been tested in accordance with current regulations and to provide evidence of compliance with this clause on demand.
- 3.13 Not to give the keys to the Premises to any other person or make any copies of any keys provided to the Licensee.
- 3.14 To keep the Premises in good clean and tidy condition and clear of rubbish.
- 3.15 At the end of each Session to clear away all the Licensee's equipment and either store it in the storage areas designated by the Parish Priest (if any) or remove it from the Premises.
- 3.16 To clear all rubbish from the Premises at the end of each Session.
- 3.17 To keep the Licensor's furniture fixtures and fittings in good order and condition and to replace any items which are broken or damaged by the Licensee or as a result of the Licensee's use of the Premises with items of similar quality to the reasonable satisfaction of the Licensor.
- 3.18 To return all furniture to the designated storage areas (if any) at the end of each Session.
- 3.19 Not to interfere with or cause a nuisance to other users of the Premises the Building or the Parish.

- 3.20 Not to display any signs or notices on the Premises unless permitted to do so by the Parish Priest or the Licensor.
- 3.21 Not to obstruct or permit obstruction of the Common Parts.
- 3.22 Save as may be authorised in the Schedule not to park any vehicle or permit or allow any vehicle to be parked in the car parks at the Parish and not to permit or allow any of the car parks at the Parish to be used as drop-off or pick-up areas for the individuals attending the Premises for the Permitted Use.
- 3.23 Not to make any alterations or additions to the Premises.
- 3.24 Not to use the words Roman Catholic or the name of the Parish or any derivative of them in the Licensee's trading name or promotional material nor to suggest expressly or impliedly to anyone whatsoever that the Licensee's activities at the Premises are in any way controlled or owned by the Licensor or the Parish save that the Licensee may use the name of the Parish only to communicate the location of the Premises.
- 3.25 Forthwith upon determination of this Licence to remove all items belonging to the Licensee from the Premises and return the keys to the Parish Priest.
- 3.26 To pay to the Licensor interest on the Licence Fee or other payments due under this Licence at the rate of 4 per cent per annum above the base rate of HSBC Bank plc from time to time calculated on a daily basis from the due date until payment if the Licensee shall fail to pay the Licence Fee or any other payments due under this Licence within seven days of the due date (whether formally demanded or not).
- 3.27 Not to permit or allow the Premises or the Common Parts to be used for illegal or immoral purposes.
- 3.28 Not to permit or allow the use of alcohol or smoking anywhere on the Premises or the Common Parts.

4. ACTIVITIES WITH CHILDREN IN ATTENDANCE

The Licensee agrees and undertakes with the Licensor the Trustees and the Parish Priest:

- 4.1 Without prejudice to the generality of clause 3.6 to procure that the Licensee all employees of the Licensee all unpaid assistants of the Licensee and all persons

having contact with children attending the Premises have been checked and cleared by the Disclosure & Barring Service.

- 4.2 To attach a copy of the Licensee's own child protection procedures to this Licence and its counterpart and adhere to these procedures at all times provided that if the Licensee does not have their own child protection procedures the Licensee must request a copy of the Licensor's child protection procedures and must sign an affirmation undertaking to follow the Licensor's procedures in relation to the exercise of the rights granted by this Licence.

5. EXTENSION OF DESIGNATED HOURS

The Designated Hours may be extended by prior written agreement by the Licensor and the Licensee subject to payment of an additional Licence Fee by the Licensee at a rate to be ascertained by the Licensor in its absolute discretion.

6. TERMINATION

It is hereby agreed between the Licensor and the Licensee that:-

- 6.1 The rights granted by this Licence shall forthwith cease and determine upon the happening of any of the following events namely:-
- 6.1.1 The cesser of the use of the Premises by the Licensee for the Permitted Use.
- 6.1.2 The Licensor giving notice to the Licensee at any time of the breach of any of the Licensee's undertakings and obligations contained in this Licence.
- 6.2 Either the Licensor or the Licensee may terminate this Licence by giving not less than three months' written notice to the other party and on the expiry of such notice this Licence shall cease and determine. Termination of this Licence shall not affect the rights of the Licensor the Trustees and the Parish Priest in connection with any breach of any obligation by the Licensee under this Licence which existed at or before the date of termination.

7. NOTICES

- 7.1 Any notice required to be given under this licence, shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to each party required to receive the notice as set out below:

- 7.1.1 to the Licensor at the Parish and marked for the attention of the Parish Priest.
- 7.1.2 to the Licensee at the address specified in the Particulars or as otherwise specified by the relevant party by notice in writing to each other party.
- 7.2 Any notice shall be deemed to have been duly received:
 - 7.2.1 if delivered personally, when left at the address and for the contact referred to in this clause; or
 - 7.2.2 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second working day after posting; or
 - 7.2.3 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 7.3 A notice required to be given under this agreement shall not be validly given if sent by e-mail or fax.
- 7.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

8. NO WARRANTIES FOR USE OR CONDITION

- 8.1 The Licensor gives no warranty that the Premises possess the Necessary Consents for the Permitted Use.
- 8.2 The Licensor gives no warranty that the Premises are physically fit for the purposes specified in clause 2.
- 8.3 The Licensee 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 Licensor before the date of this licence as to any of the matters mentioned in clause 8.1 or 8.2.

9. LIMITATION OF LICENSOR'S LIABILITY

- 9.1 Subject to clause 9.2, the Licensor is not liable for:
 - 9.1.1 the death of, or injury to the Licensee, its employees, customers or invitees to the Premises; or

9.1.2 damage to any property of the Licensee or that of the Licensee's employees, customers or other invitees to the Premises; or

9.1.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Licensee or the Licensee's employees, customers or other invitees to the Premises in the exercise or purported exercise of the rights granted by clause 2.

9.2 Nothing in clause 9.1 shall limit or exclude the Licensor's liability for:

9.2.1 death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents; or

9.2.2 any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.

10. RIGHTS OF THIRD PARTIES

A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

11. GOVERNING LAW AND JURISDICTION

11.1 This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This licence has been entered into on the date stated at the beginning of it.

SCHEDULE

Rights granted to Licensee

1. The right for the Licensee in common with others to use during the Designated Hours:
 - 1.1 Such parts of the Common Parts for the purpose of access to and egress from the Premises as shall from time to time be designated by the Licensor for such purpose.
 - 1.2 The Service Media serving the Premises.
 - 1.3 [The right for the Licensee and the Licensee's employees to park at the Parish in such spaces as the Parish Priest or the Licensor in his absolute discretion may designate from time to time.]
 - 1.4 [The right to store the Licensee's equipment in such storage areas as the Parish Priest or the Licensor in his absolute discretion may designate from time to time or to bring such portable storage onto the Premises as has been previously approved in writing by the Parish Priest or the Licensor.]
 - 1.5 Such facilities at the Parish in connection with the Permitted Use as may be agreed in writing with the Licensor and the Parish Priest.

