

DIOCESE OF ARUNDEL & BRIGHTON

(Registered Charity No:252878)

ENGLISH MARTYRS CHURCH, GORING BY SEA

APPLICATION FOR THE HIRE OF THE BARN – NOTES FOR THE GUIDANCE OF HIRERS

How to Arrange a Booking

All enquiries to hire The Barn, in the first instance, should be addressed to the Parish Secretary at the parish office. If, after discussion, you wish to proceed, the Hire Agreement must be completed and sent to the parish office with a cheque for £30 in respect of the refundable deposit. The refundable deposit is payable in addition to the Hire Fee charged for the hire and use of The Barn, which fee will be advised to you at the initial enquiry and must be paid at least seven days before the event.

All cheques must be payable to English Martyrs Church and sent with the Hire Agreement Form to the parish office at 37 Compton Avenue, Goring-by-Sea, BN12 4UE (telephone 01903 242624). The refundable deposit in normal circumstances will be returned to The Hirer after successful completion of the hire session. However, you should be aware that in certain circumstances the Parish may retain the deposit, usually when there is a breach of the Conditions of Hire.

Frequently Asked Questions

Are there any events you will not allow in the Barn? Yes, the barn is not suitable for some events, including –

- Any event where more than 100 people, including children are likely to attend.
- Discos.
- Birthday parties for young persons who are 18 years old or younger, unless supervised by a responsible adult, e.g. the child's parents, and the hire agreement is in the name of that person.
- Any event where you want to sell alcohol.
- Live public performances and film shows, whether by DVDs or other electronic systems.

The Parish reserves the right to decline other requests to hire the Barn without giving any reason.

Can I hold a Charity fund raising event, including a lottery? Yes, we will hire the Barn for this type of event, provided the lottery is a small lottery within the terms of the Gambling Act 2005 and for which no licence is required. If any form of licence is required we would not go ahead with the hire of The Barn.

Can we play music using amplifiers? Yes, it is possible to play amplified music, e.g. using portable Hi-fi equipment, or use a loud speaker system, but you will need to ensure –

- The equipment has been tested in accordance with current regulations and you have a current Portable Appliance Testing (PAT) certificate which can be provided to us when requested.
- The level of sound is kept to reasonable levels throughout the event. If you do not feel you can control the level of sound to that in which persons engaged in conversation may hear one another without having to strain their hearing or shout then it will be unwise for you to proceed with hiring The Barn.

We want to hold a dance during our event, is this possible? Yes we allow dancing, but you need to take into account the question above about amplified sound. Also the participants would need to wear footwear which would not damage the floor, e.g. stiletto or similar type of heeled shoes must not be used as experience shows that the floor will be damaged. Should you not observe this you could be held liable for the cost of restoration.

Do I need to have insurance? If the hire is to a private individual and the event is not of a commercial or profit making nature you will not generally need to arrange your own insurance, but you should discuss this with the Parish Secretary when enquiring about a booking.

The Conditions of Hire for the Barn

There are a number of conditions which govern the hire of the barn, which are attached so you can read them before proceeding with the hire. If you wish to clarify the meaning of any condition you are recommended to do so with the Parish Secretary before signing the agreement for hire. The observation of the conditions by you as the hirer is important to ensure the smooth running of your event, without giving rise to the annoyance of our neighbours or other users of the church premises, or the risk of loss of or damage to church property.

DIOCESE OF ARUNDEL & BRIGHTON
(Registered Charity No. 252878)

HIRE AGREEMENT FOR THE BARN

DATE.....

PARTIES:

1. The Parish of English Martyrs, 37 Compton Avenue, Goring-by-Sea, BN12 4UE (The Parish), acting through its parish priest or authorised representative and
2.(Name of Responsible Person) of
Address:.....Tel. No:.....
(Name of person or organisation and address seeking to hire the Barn) (The Hirer).

THE PREMISES:

The Church, Priest's House, Barn and the Grounds of the Parish of English Martyrs (The Premises).

THE HIRE AGREEMENT:

The Parish permits the Hirer to use that part of the Premises described in clause 3 below in accordance with the Conditions of Hire for The Barn, attached to and forming part of this Hire Agreement.

1. The Purpose of Hire.....
2. Period of Hire: Date(s).....
Hours: From.....to..... (The Session).
3. Description of room and facilities within the Premises to be hired:
The Barn, Barn Kitchen, Toilets and use of the Car Park for parking cars, light vans and motor cycles only.
(The Barn).
4. Hire Fee: £.....per session payable in advance.
5. Refundable Deposit of £30 is payable at the time of booking.
6. Date of payment of Hire Fee.....
7. The maximum number of people, including children, allowed in The Barn for any event is 100 (one hundred).
8. Conditions of Hire – agreed amendments

9. By signing this Hire Agreement, The Hirer accepts and agrees to observe and perform the terms and conditions contained in or referred to in the Barn Conditions of Hire for the time being in force.

Signed by(Name).....
(For and behalf of The Parish)

Signed by(Name).....
(For and behalf of The Hirer)

Date of Agreement.....

DIOCESE OF ARUNDEL & BRIGHTON

CONDITIONS OF HIRE FOR THE BARN

The conditions set out formally the terms applicable for the hire of The Barn, including your responsibilities and what liabilities can arise if you do not meet them. You are recommended to read all of the conditions of hire and if you have any questions raise these with The Parish Secretary before proceeding with the hire.

1. Use of The Barn

The Hirer agrees:

- The use of The Barn during the Period of Hire shall be confined to the use or uses identified in the Hire Agreement (The Purpose of Hire).
- The Barn will close no later than 11.00 pm, unless otherwise agreed in writing by the Parish.

The Hirer is responsible for collecting and returning the keys for The Barn. A mutually agreeable date and time for collection is to be made well in advance of the date of hire with the Parish Office, 37 Compton Avenue, Goring-by-Sea BN12 4UE; Tel: (01903) 242624. Keys will be collected from and returned to this address and must remain in the sole care of the Hirer at all times. Keys must be returned to the Parish Office immediately after the event, but in any event no later than 10.00 am on the morning following the date of the event.

SPECIAL NOTICE RE: CHURCH SERVICES: The Hirer is asked to note that regular services take place in the church at

- 6.00 pm on Saturday evenings
- 6.00 pm on the first and third Sunday of each month
- 7.30 pm on Tuesday evenings

Each service will last normally for no longer than an hour. During this time the Hirer is asked to ensure that the door from The Barn to the toilets is kept firmly closed and that the level of noise, including the playing of any music, will be such as not to disturb the service. There is, of course, no implied restriction in the use of the toilet facilities during this time.

The Hirer shall not attach to the walls, timber framework or ceilings any decorations of a permanent or semi-permanent nature or other attachments unless agreed in writing with The Parish.

The Hirer has sole responsibility for the publicity and marketing of the event described in Clause 1 of the Hire Agreement (The Purpose of Hire).

The Hirer has use of the facilities described in Clause 3 of the Hire Agreement, subject to the Hirer being responsible for:

- Ensuring no person present at the event wears shoes with stiletto or similar heels. Should there be a breach of this condition the Hirer agrees to pay for the cost of repairing any ensuing damage to the Barn floor.
- Setting up the room for the event;
- Leaving the room and the facilities in a clean and tidy condition;
- Removal of all property, whether owned by The Hirer or not, brought onto The Premises for the purpose of the event;
- Safe removal and disposal of all rubbish, including all food waste, from The Premises;
- Stacking the chairs in tens and their safe storage in the designated area;
- Storing the tables in a folded and upright position in the table trolleys provided for this purpose and placing them in the designated area;
- Closing all windows and doors securely, ensuring the gas cooker is switched off, all electric lights are turned off and the final exit door is securely locked with the key provided;

All of the above to be completed within the Period of Hire, unless otherwise agreed in advance of the Session in writing with the Parish and any additional Hire Charge paid.

Should The Hirer or any party connected therewith, or any of their property, equipment or rubbish including food waste, remain in The Barn after the expiry of the Period of Hire without prior agreement, The Hirer will be liable to pay the cost of hire for the subsequent session, or £30, whichever is the greater. In addition, The Parish shall be entitled to dispose of any property not removed by The Hirer and The Hirer shall be responsible for any costs or expenses incurred by The Parish.

The Parish will not be liable for loss of or damage to any articles or equipment whether owned by or in the custody or control of the Hirer in particular, but not limited to, such articles or equipment as may be left on The Premises after ending of The Session.

2. Sale of Alcohol

The sale of alcohol is prohibited. The Hirer may provide his/her own alcohol with the written permission of The Parish.

3. Sub-Letting

The Hire Agreement is between the named parties only. The Hirer shall not assign the benefit or interest he/she may have in the Hiring Agreement to any other party, or sub-let or share possession of any part of the Premises which are the subject of the hire and described in Clause 3 of the Agreement.

4. Hire Charges

The Hirer agrees to pay the Hire Charges, as follows:

- A Refundable Deposit of £30 is payable at the time of making the booking and this will secure a provisional booking.
- The Hire Fee for the Session as advised by The Parish, which is payable in addition to the Refundable Deposit, will secure the booking and must be made in advance, but no later than seven days before the Period of Hire, unless otherwise agreed with the Parish.

5. Cancellations

In the event of cancellation by the Hirer, the following charges will be incurred;

- Notice of cancellation is given at least seven days before the Period of Hire – the refundable deposit will be retained by the Parish;
- Notice of cancellation is given less than seven days before the Period of Hire – the refundable deposit will be retained and the balance of the Hire Fee after deduction of this deposit is payable in addition;

unless otherwise agreed with The Parish.

The Parish will be under no liability to any third party resulting from the cancellation or alteration of an event, whether caused by a breach of the Conditions of Hire or otherwise, and The Hirer will indemnify The Parish against all such liabilities.

6. Noise and Public Order

The Premises are owned and used by the Catholic Church and the hire of The Barn is on condition that The Hirer

- Will not use it for any purpose which is contrary to the teachings of the Catholic Church.
- Will use it in a manner which pays proper respect to these teachings
- Will without question comply with the requirements of The Parish for the purpose of ensuring public order and decency.
- Will ensure that the conduct of persons present during the event shall be decent, sober and orderly and nothing contrary to these requirements shall be performed, produced, exhibited or represented therein.
- Will ensure the use of amplified music is kept to an acceptable volume to avoid causing nuisance to the surrounding neighbours or other users of The Premises. (If you do not feel able to control the level of sound to that in which persons engaged in normal conversation may be able to hear one another without having to strain their hearing or shout then it will be unwise for you to proceed with the hire of the facilities).
- Will ensure the use of all equipment for amplification of sound must cease at 10.30 pm.
- Will ensure persons present at the event when leaving the premises will keep all noise to a level so as not to cause disturbance to the neighbours or other users of The Premises.

Any breach or potential breach of this condition at any time during the Period of Hire will result in the withdrawal of the use of The Barn forthwith, in which case the Refundable Deposit and the Hire Fee are forfeit.

7. Health & Safety

- It is the responsibility of The Hirer to observe all regulations, rules and conditions that pertain to matters of health and safety during the Period of Hire.
- The Hirer will familiarise him/her self with the designated means of escape in the event of fire or any other emergency and ensure all persons present promptly vacate the premises in such an emergency
- The Hirer shall not bring or allow to be brought into The Barn articles of a flammable or explosive nature, other than small quantities of cooking oil for use in the kitchen.
- Smoking is prohibited in all of the buildings which form The Premises.
- Any electrical equipment brought into The Barn for the purpose of the event must have been tested in accordance with current regulations and The Hirer must produce an appropriate Portable Appliance Testing (PAT) certificate if requested by The Parish.
- Catering Contractors or other persons employed by The Hirer to supply food or refreshments are required to observe all food and hygiene regulations. No additional cooking equipment may be brought into The Barn without prior agreement in writing with the Parish.

- The layout of any seating arrangements including the use of tables must be done with gangways sufficient to afford persons safe and proper access to the facilities.
- Access to all designated means of escape in the event of an emergency must be kept free from all obstructions so as to allow for a speedy and safe evacuation of The Premises.
- The number of persons present during the event must not exceed the numbers stated in the Hire Agreement.
- No dogs (other than guide dogs), cats or other animals whether domestic or otherwise shall be brought on The Premises, unless agreed in writing with The Parish.

8. Child Protection

Any Hirer for children's groups will attach a copy of their own child protection procedures to this agreement and by signing this agreement affirms that the procedures will be adhered to at all times.

Any Hirer that does 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.

9. Licensing

The Hirer is responsible for establishing whether a Temporary Event Notice (TEN) to Worthing Borough Council Licensing Unit is needed for the event. The Hirer will apply for a TEN in accordance with the advice given by the licensing authority and will be liable to pay the fee due for such TEN.

10. A Breach of Conditions by The Hirer

In the event of The Hirer failing to comply with any of the above Conditions of Hire for The Barn, The Parish, in the person of the parish priest or his representative,

- Reserves the right of entry to The Premises and also reserves the right to refuse admission or to ask any person to leave the premises without stating any reason therefore
- reserves the right to terminate the Hire of The Barn immediately
- reserves the right to modify or vary any of the Conditions of Hire where in his opinion or that of his representative the nature of the event whether before or in its duration so demands.

Where the exercise of any right under this condition takes place, The Parish will not be liable for any resulting financial consequences and The Hirer will indemnify The Parish against such financial consequences.

11. Loss of use of the premises

The Parish will not be responsible for any loss or damage suffered by The Hirer in the event of The Barn not being available by reason of accident, prevention of access, 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 Barn is available within the meaning of this condition shall be final and binding on The Hirer.

12. Indemnity and Insurance

The Hirer is liable for any loss of or damage to property, whether his/her own, that of The Parish or of any person or organisation attending the event described in The Purpose of Hire arising out of or in connection with the hire of The Barn.

The Hirer is liable for bodily injury, including disease suffered by any third party, including any party present at the event, in connection with the event described in The Purpose of Hire, except where such bodily injury, including disease, was caused as a result of the negligence of The Parish.

The Hirer will indemnify The Parish in respect of any claim made against The Parish for which The Hirer is responsible under the terms of this Condition. The Hirer will arrange suitable public liability insurance with a limit of indemnity of at least £5,000,000 any one accident, plus all costs and expenses and indemnity under contract in favour of The Parish. Full details of the insurance policy shall be disclosed to The Parish before the Session starts.

Dated: 1st August 2013