



**CHURCH HIRE BOOKING FORM**

Name of Licensor	BOGNOR REGIS BAPTIST CHURCH
Name of Licensee ("the Hirer") (Please provide organisation name if applicable)	
Date(s) and times for the Hire	
Purpose of Hire (“the Permitted Use”)	
<p>Room (s) required</p> <p>(Please select the required rooms with a ✓. The Room(s) selected will be referred to as the “Premises” in the Hire Agreement)</p> <p><b>Please Note:</b> Current fees for hiring the church premises are £17 (£27 for the main church) per hour for each room of the church used between Monday to Friday. This increases to £20 (£30 for the main Church) on Saturdays. Reception/Block hires are £500 per event.</p> <p>This rate may be discounted for church members at the discretion of the Trustees.</p> <p>An additional fee will be charged if caretaking duties are required. The scope of such duties will be agreed in writing.</p>	<input type="checkbox"/> Main Church Hall <input type="checkbox"/> Shore Studio <input type="checkbox"/> Shore Sky Lounge <input type="checkbox"/> Reception/Block Hire

How did you hear about us?	<input type="checkbox"/> Our website <input type="checkbox"/> Word of mouth <input type="checkbox"/> Google search <input type="checkbox"/> HallsHire.com advert <input type="checkbox"/> Posters/leaflets <input type="checkbox"/> Church connections <input type="checkbox"/> Social Media <input type="checkbox"/> Other, please state:
Hirer's Contact Address	
Hirer's Contact telephone number	
Hirer's Contact email address	
Is the Car Park to be used? (the Car park may not be used without prior written permission)	
Is a Bouncy Castle to be used? If so, please provide the appointed person's name (See Clause 5 of the Hire Agreement)	
Charge for use of specific plates and cutlery (£5.00 per hour)  NB: the Shore Cafe plates and cutlery may not be used.	£
Total Hiring Fee	£
Date of invoice	
Date paid and method of payment	

**Please Note:** Any booking of the Premises will not be secured until the hiring fee has been paid.

**Additional Information:** The Church has a comprehensive audio PA system suitable for live bands and events together with the capability to stream and record video which can only be used with prior written permission. If you are

interested in using these facilities, please contact the Church Administrator for more information and pricing for these facilities. The use of these facilities would require a dedicated technician.

### **Declaration**

The Hirer confirms that they are at least 21 years old (if an individual) and that the information provided within the Church Hire Booking Form is accurate. The Hirer agrees to observe and perform the obligations contained within the Hire Agreement together with any Special Conditions.

Signed: ..... Date: .....

Confirmation of booking (to be completed by the Church Administrator)

I confirm on behalf of the church that the booking as indicated on this form is accepted, subject to the terms of the Hire Agreement and to the payment of the agreed fee.

Signed: ..... Date: .....

BOGNOR REGIS BAPTIST CHURCH

### **HIRE AGREEMENT**

1. In consideration for the Hiring Fee, and subject to the "CONDITIONS FOR THE USE OF CHURCH PREMISES" together with the Schedule of Special Conditions set out below (if any), the Licensor permits the Hirer to occupy the Premises on the specified date(s) and times agreed in common with the Licensor and all others authorised by the Licensor (so far as this is not inconsistent with the rights given to the Hirer to use the Property for the Permitted Use).
2. The Hirer acknowledges that:
  - (a) The Hirer shall occupy the Premises as a licensee and that no relationship of landlord and tenant is created between the Licensor and the Hirer by this Hire Agreement;
  - (b) The Licensor retains control, possession and management of the Property and the Hirer has no right to exclude the Licensor from the Property;
  - (c) The licence to occupy granted by this agreement is personal to the Hirer and is not assignable and any rights may only be exercised by the Hirer and their employees; and
  - (d) Upon giving reasonable notice, the Licensor may require the Hirer to transfer to comparable space elsewhere within the building and the Hirer shall comply with such requirement;
  - (e) On rare occasions the booking may need to be cancelled if the Premises are required for an important church event such as a funeral. If the booking is cancelled under these circumstances then the relevant hire charge will be refunded in full.

#### CONDITIONS FOR THE USE OF CHURCH PREMISES

3. The Hirer agrees and undertakes to pay the Total Hiring Fee in advance of the hiring. Regular hire is to be paid for monthly, in advance. Failure to pay the hiring fees in accordance with these conditions may result in immediate termination of this Agreement and access to the Premises being refused. The Total Hiring Fee is inclusive of charges for heating, lighting and water. However, the Church reserves the right to make a surcharge on the Hiring Fee if utility bills are increased by more than inflation during the period of hire.
4. The Hirer is responsible for the behaviour of all persons using the Premises during the period of hire and the Hirer agrees and undertakes:

- (a) to keep the Premises clean, tidy and clear of rubbish, including the removal of all rubbish at the end of the period of hire;
- (b) not to use the Premises or permit the Premises to be used other than for the Permitted Use;
- (c) not to use the Premises or permit the Premises to be used for any activities which would or might compromise the ministry, beliefs or mission of the Church or to cause offence to persons who hold to the Church statement of beliefs and faith.
- (d) not to do or permit to be done on the Premises or in the surrounding area anything which is illegal, immoral or dangerous or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance of any kind to the Licensor or other occupiers of the building or any owner or occupier of neighbouring property;
- (e) not to smoke or allow smoking to take place in any part of the buildings, including in the garden;
- (f) to ensure that no alcohol is sold on the Premises. If previously agreed in writing, a reasonable consumption of alcohol is permitted provided it does not lead to an unacceptable level of behaviour;
- (g) not to play amplified music or speech after 22:00 and not to use speakers for music or speech outside the Premises;
- (h) not to sell goods on the Premises without the prior written consent of the Church. Where such consent is given, the Hirer must comply with all relevant fair trading laws and any local code of practice issued in connection with such sales, including the provision of evidence of current PAT testing if selling electrical items;
- (i) to obtain any local authority or other licences where necessary in order to carry out the Permitted Use of the Premises;
- (j) not to make any alteration or addition whatsoever to the Premises;
- (k) not to cause or permit to be caused any damage to:
  - i. the Premises, or any neighbouring property; or
  - ii. any property of the owners or occupiers of the Premises, or any neighbouring property;
- (l) to notify the Church of any defect in the Premises or in any of the church's furniture or other equipment in the Premises and to notify the Church if the fire alarm has been activated during the use of the Premises;
- (m) to conduct the Hirer's own Risk Assessment for the use of the Premises and to become familiar with and comply with the Church's fire alarm procedure and to become familiar with the location of fire extinguishers, emergency exits and the first aid kit;
- (n) to comply with the provisions of the church's Health and Safety policy and will ensure that all those using the Premises are aware of the appropriate safety procedures. (including COVID-19 general guidelines policy);
- (o) if working with children, to ensure that up-to-date safeguarding policy and procedures are in place and to comply with the Government's guidelines set out in the document 'Working Together to Safeguard Children 2018' together with any updates to the guidelines. The Hirer must provide adequate supervision for the children during the period of hire;
- (p) to ensure that any equipment brought to the Premises in connection with the Hirer's event or otherwise will be suitable and safe for use on the Premises and that such equipment will be used in a safe manner without causing damage to the Premises and other Church property. Inflatables, including but not limited to Bouncy Castles, may only be used with prior written permission from the Church;
- (q) not to use fireworks, smoke machines or other pyrotechnics;
- (r) not to use nails, bolts, screws, tacks, pins, or other like objects in any part of the Premises for fixing to walls;
- (s) not to do anything that will or might vitiate in whole or in part any insurance effected by the Licensor in respect of its property from time to time;
- (t) not to cause any obstructions to rooms or corridors within the Church building or obstruct access to the building;
- (u) not to use the Church's car park without prior written permission;
- (v) to observe any rules and regulations the Licensor makes and notifies to the Hirer from time to time governing the Hirer's use of the Premises;
- (w) to remove the Hirer's equipment and goods from the Property at the end of the period of hire unless prior written permission is given for storage (the church reserves the right to charge an additional fee for storage);
- (x) to leave all furniture, including the chairs in the main hall, and all equipment in the same position as at the commencement of the hiring, and to leave the kitchenette and any

appliances that may have been used (where agreed in advance) in the exact way that they were found;

- (y) to ensure that all lights, heating and taps are turned off and all doors and windows are properly secured and, if the Hirer is a key holder, securely locked;
- (z) not to have any additional keys cut and to return any keys at the end of the period of hire. Any loss of a key or keys must be reported immediately to the Church;
- (aa) to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs (including but not limited to legal costs), expenses (including but not limited to cleaning fees) or other liability in any way arising from:
  - i. this Hire Agreement;
  - ii. any breach of the Conditions for the Use of the Premises; and/or
  - iii. the exercise of any rights given in this Hire Agreement.

5. If the Hirer has organised for a bouncy castle to be used during the hire the following conditions must be met:

- (a) A copy of the Hirer's public liability insurance must be given to the Church Administrator prior to the event.
- (b) If the bouncy castle provider is only setting up and packing down the bouncy castle and not in attendance, someone from the hiring party (not the Church) who has been appropriately trained, must be appointed to make sure that all regulations in terms of height, numbers and general safety are adhered to. The named person must be given to the Church Administrator in advance of the event.
- (c) All liability relating to the bouncy castle rests with the appointed named person.

Schedule of Special Conditions – if any

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## 6. Termination

- (a) This Hire Agreement shall end on the earliest of:
  - i. the expiry of the agreed times for the use of the Premises on the relevant date;
  - ii. the expiry of two months' written notice given by the Licensor to the Hirer without specific reason or fault.
  - iii. the expiry of any notice (oral or written) given by the Licensor to the Hirer at any time on breach of any of the Hirer's obligations. The Licensor is entitled to terminate this Hire Agreement immediately where there is a breach of the conditions.
- (b) The Hire Agreement may otherwise be terminated at any time upon giving reasonable notice if the church's facilities are needed for an important event such as a funeral.
- (c) Termination of this Hire Agreement shall not affect the rights of the Licensor in connection with any breach of any obligation under this Hire Agreement which existed at or before the date of termination.
- (d) If the Hirer cancels the booking, the following refund policy applies:
  - At least 1 weeks notice - 100% refund
  - 1 to 6 days notice - 50% refund
  - Less than 24 hour's notice - No refund

## 7. No warranties for use or condition

- (a) The Licensor gives no warranty that the Premises possess the Necessary Consents for the Permitted Use.
- (b) The Licensor gives no warranty that the Premises are physically fit for the Permitted Use.
- (c) The Hirer acknowledges that they do 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 Hire Agreement as to the matters mentioned in clauses 7(a) and 7 (b). Nothing in this clause shall limit or exclude any liability for fraud.

## 8. Limitation of Licensor's liability

- (a) Subject to clause 8 (b), the Licensor is not liable for:
- i. the death of, or injury to, the Hirer, their employees, customers or invitees to the Premises; or
  - ii. damage to or loss of any property of the Hirer or that of the Hirer's employees, customers or other invitees to the Premises; or
  - iii. any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Hirer or the Hirer's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted under this Hire Agreement.
- (b) Nothing in clause 8 (a) shall limit or exclude the Licensor's liability for:
- i. death or personal injury or damage to property caused by negligence on the part of the Licensor or its employees or agents in respect of the general maintenance of the premises; or
  - ii. any matter in respect of which it would be unlawful for the Licensor to exclude or restrict liability.
- (c) The Church gives no assurance that any or sufficient parking space will be available where permission has been given for the use of the Car Park. The Church accepts no liability for any loss of or damage to any vehicle of the Hirer or any other user of the Church car park. The Church reserves the right to close the car park when needed for its own purposes or in an emergency.

## 9. Insurance cover

- (a) The Hirer shall maintain such insurance cover as is appropriate for the activities to be carried out on the Premises. The Hirer is responsible for taking out insurance for public liability, including damage to Church property. The Hirer may also wish to insure their equipment against loss, theft or damage. The Church's insurance policy will not cover any accident or claim which may be the result of the hire.
- (b) The Hirer agrees to indemnify the Church in the event of loss or damage to the Premises or contents and in the event of any claim being made by any party for bodily injury or damage to property arising out of their hire of the Premises. It is strongly advised, therefore, that the Hirer's insurance policy should cover such eventualities.

## 10. Third party rights

- (a) This Hire Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Hire Agreement.

## 11. Governing law

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

## 12. Jurisdiction

- (a) Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Hire Agreement or its subject matter or formation.

### Eco Church Requirements

As an Eco Church, the Church encourages all who use the Premises to be as environmentally friendly as possible. Use of specific plates and cutlery for an event may be discussed with our administrator in advance, or the Hirer is welcome to bring their own items. If using disposable items (plates, cutlery etc.), the Church encourages the Hirer to purchase biodegradable items and to recycle as much as possible any food packaging materials. Recycling bins can be found in the kitchen and also at the side of the Church.

Signed by \_\_\_\_\_ on Behalf of Hirer:

Signed: ..... Date: .....

Signed by \_\_\_\_\_ on behalf of the Licensor (Bognor Regis Baptist Church):

Signed: ..... Date: .....