

Silver Street House 13 Silver Street Bradford-on-Avon Wiltshire BA15 1JY

## TITHE BARN: CONDITIONS OF HIRE

#### Nature of events

The Tithe Barn may be let for events such as concerts, operas, drama, banquets, dances, exhibition fairs, markets and for filming. Each application will be considered on an individual basis. The Barn is not available for weddings, private dances or parties, fund raising events, paranormal investigations, geocaching or car shows.

You will need to submit in writing the following details prior to booking

- Nature of Event
- Date and Time
- Numbers expected
- Equipment or Materials required
- Charging/admission arrangements
- Advertising or other publicity
- Notice of any special risks

The following should be submitted within 28 days of event

- Proof of Risk Assessment
- Proof of Event Insurance
- Event Management Plan

### **Bookings**

Provisional bookings need to be negotiated with the Trust please contact the 01225 Trustee Barns 865733 for the on or by email hello@bradfordheritage.co.uk to discuss and arrange an appointment. Once your booking is confirmed a deposit/payment will be required. We regret that hirers who wish to cancel less than 8 weeks prior to the event will not be given a refund. Hirers who cancel their booking more than 8 weeks prior to the event will receive a refund of 60% of the total hire charge.

#### Risk Assessment

As part of your event you must submit a Risk Assessment and a summary of measures to be taken to ensure the health and safety of all persons involved including audience, performers, volunteers, staff and contractors. It is a legal requirement that any accident, however small, must be reported to the Preservation Trust for recording in the Accident Book.

#### Insurance

Hirers have sole responsibility for insuring their public liability and against risk of any theft, loss or damage of articles which they, or those attending the event, bring to the building. This is particularly important for exhibitions. Hirers are required to have public liability insurance of at least £5 million. If they already have public liability insurance, they should check with their insurer that it covers their event. Insurance can be obtained from a broker for the day or days in the form of a specific event insurance or as a weddings insurance policy.

The hirer agrees to indemnify the Preservation Trust against all claims, demands, actions, proceedings, damages, costs and expenses relating to loss or damage suffered by the hirer or any person attending the event or any person involved in any way with the event or which arises out of the use of the Barn for the event, except where it is the result of negligence by the Preservation Trust. Hirers

### Security

You are responsible for the security of the Barn during the hire period.

#### Licences

You are responsible for obtaining any licence or other consents for your event. You must inform the police, local fire and rescue services and local government (including environmental health) of the event and follow any advice which may be given.

You must also comply with the Health and Safety at Work Act 1974

# **Keys and Access**

The Barn is open daily to the public between 1030 and 1600 hours. So far as possible preparation for events and clearing up afterward should be arranged so they do not interfere with the usual opening times of the Barn.

## **Parking**

There is no parking available at the Tithe Barn itself. Guests can use the nearby pay and display car parks at Pound Lane or at the railway station, or the Bailey's Barn car park.

### **Delivery & Collection**

Users must open and close gates to the site. Access to the Barn is limited by the width of the access gateway. Novehicles are allowed in the Barn

### **Tithe Barn Facilities**

There is an electricity supply but there is no lighting or heating. Electrical Equipment may be introduced only if an IEE inspection report is provided. Electrical equipment must not be used in ways which risk damage to the Barn or its electrical installations.

There is no water supply or drainage.

There is no telephone in the Tithe Barn so you need to bring a mobile for emergency use.

There are no kitchen facilities.

There is no lavatory the nearest public convenience is in the railway station carpark.

#### **Decoration**

Decoration with flowers and foliage is acceptable but nothing must be attached to the walls or beams with nails, screws, pins or tape. The Tithe Barn is an ancient monument and such action is strictly forbidden to anyone.

### Flooring and Lighting

Depending upon the nature of the use, numbers involved, the ancient flooring of the Barn may need protection. Temporary flooring is available and must be used during events, where there is a risk to the floor over and above normal usage.

Lighting brackets are available for lightweight floodlights, which can be suspended from the roof beams. They must be used if lighting is required beyond what can stand on the floor.

### Music

You may enjoy music or singing in the Tithe Barn, as long as it is not amplified. The acoustic transparency of the Barn and the proximity of the residents of the Barton Grange Farmhouse mean that amplification of any singing, karaoke, or other music is strictly forbidden, unless exceptionally agreed.

### Nuisance

You should liaise with neighbours to the Barn, including local sports clubs and traders to ensure that nuisance is not caused.

You must ensure that all entertainment provided is lawful and orderly.

You must not do or permit to be done anything which might be or might become a nuisance to neighbours of the Barn. You will be responsible for the behaviour of guests and visitors to your events.

### **Smoking**

The Tithe Barn is an ancient monument and smoking is strictly forbidden.

### Tidying Up

At the end of an event, you are expected to leave the Tithe Barn in a clean and tidy condition. You must remove your rubbish after your event as there is no rubbish collection from the Tithe Barn. If you fail to do this we reserve the right to charge you or to deduct cleaning costs from the refundable deposit.

## **English Heritage/Preservation Trust**

You must provide access at all times for representatives of English Heritage or the Preservation Trust.

English Heritage or the Preservation Trust will not be liable for any delay in performance or breach of this agreement due to any event beyond its control. English Heritage/Preservation Trust will give notice forthwith to the Client upon becoming aware of such an event.

Except in respect of death or personal injury caused by English Heritage or Preservation Trust's negligence, English Heritage or the Preservation Trust excludes liability to the fullest extent permitted by law for loss or damage suffered by you or any person attending the event or any person involved in any way with the event which arises out of the use of the Barn for the event.

You will keep English Heritage/Preservation Trust indemnified against all actions, claims, liabilities, losses, costs and expenses whatsoever paid by or awarded against English Heritage/Preservation Trust in respect of or caused directly or indirectly by:

- (a) your neglect or fault;
- (b) any breach by you of any of your obligations under this agreement;
- (c) English Heritage/Preservation Trust's enforcement of any terms of this agreement;
- (d) your use of the Barn;
- (e) the Event.

English Heritage or the Preservation Trust shall not be liable for any delay in

performance or breach of this agreement due to any event beyond its control including (but not limited to) fire, flood, storm, extreme weather, strike, electrical failure, Act of God, explosion, war, terrorist activity, Royal demise or other Royal ceremony and acts of governmental or parliamentary authority. The Preservation Trust shall give notice forthwith to you upon becoming aware of such an event and will endeavour to agree an alternative date. If this is not possible the Preservation Trust will return all sums paid by you for the hire of the Barn but will not otherwise be liable for any other loss, expenses or charge incurred by you as a result of the cancellation.

## **Credit to English Heritage and the Preservation Trust**

You must give proper credit to English Heritage and the Preservation Trust in all publicity for the event.

You may not present your events as endorsed or supported by English Heritage or the Preservation Trust, unless written consent has been given by, respectively, English Heritage or the Preservation Trust. You must not do anything which may damage the reputations of English Heritage or the Preservation Trust.

### General

We reserve the right to alter these Terms and Conditions without prior notice.