

## St Mary's Church (The "Premises") Terms and Conditions of Hire



### Important

- 1) These terms and conditions of hire must be read, understood and accepted before the Application to Hire Form is signed and submitted. No liability will be accepted by St. Mary's Church should the hirer not have read the Terms and Conditions given below for any loss or other matters arising from non compliance.

### General

- 2) The Hirer shall be responsible for the payment of all charges payable in respect of the hiring and the observance and performance of these Terms and Conditions of Hire.
- 3) The Hirer is responsible for the preservation of good order and the behaviour of all persons using the premises whatever their capacity, including proper supervision of the event itself and for any damage that may have been done to the Premises (including its contents) during or in consequence of the hiring. In the event of any such damage St Mary's may make good such damage and the Hirer, by the acceptance of these Terms and Conditions of Hire, shall pay the cost of such reparation as notified to the Hirer.

### Age requirement

- 4) The Hirer shall be the person or organisation stated on the application to hire form and shall be aged 21 years or over (the "Hirer").
- 5) No unaccompanied children are permitted on the premises.
- 6) Where children are present at a licensable event, ensure that they are supervised at all times.

### Charges

	Standard rate	Discounted rate	Damage Deposit
<b>Church</b>	£30.00 per hour	£20.00 per hour	£50
<b>Annexe</b>	£15.00 per hour	£10.00 per hour	£50
<b>Church &amp; Annexe</b>	£40.00 per hour	£25.00 per hour	£100
<b>Churchyard</b>	Rate negotiated depending on use		£50
<b>Use of the Sound and/or AV system</b>	£60.00		£50

### Deposits, Payment & Cancellation

- 7) A 50% deposit will be required upon booking the Premises.
- 8) **A damage deposit** is required and this will be refunded seven days after the date of the event or as soon as practicable thereafter unless – there is a need for additional cleaning, or we have received complaints from neighbours regarding excessive noise and/or disruptive behaviour. A proportion of the damage deposit at the discretion of St. Mary's will be kept depending on the severity of the situation.
- 9) The Hirer shall pay the balance of the Hire Charge a minimum of 14 days before the date of hire. If the booking is cancelled more than thirty (30) days before the date of hire any money already received will be repaid in full. If the booking is cancelled less than thirty (30) but more than fourteen (14) days before the date of hire, fifty per cent (50%) of the Hire Charge will be repaid to the Hirer. If less than fourteen (14) days notice of cancellation prior to the date of hire is given, only the Damage Deposit will be refunded to the hirer.
- 10) St Mary's reserves the right to impose a fee of £25.00 should a representative of St. Mary's be called to the premises during the hiring period.
- 11) St Mary's reserves the right to refuse a booking or cancel or amend these Terms and Conditions of Hire at any time.
- 12) The Hirer shall be entitled upon such notice to reimbursement of any Deposit paid or a proportion of the same as has been paid by the Hirer to St Mary's but St. Mary's shall not be liable to make any further payment to the Hirer.
- 13) In the event of the Premises or any part thereof being rendered unfit for use, St Mary's shall not be liable to the Hirer for any resulting loss or damage whatsoever.

## Availability

14) The hours of hire shall be agreed by the Bookings Manager and the Hirer and shall constitute the hiring period (the "Hiring Period"). The Hirer shall vacate the Premises at the end of the Hiring Period and shall leave the fixtures, furniture and things therein in a clean and orderly state and in as good order as they were at the time of entry to the Premises.

Please remember to include any set up and set down time required for your Hire Period.

15) The maximum number of people allowed in the Premises (including but not limited to helpers, performers and third parties) are as follows:

<b>Church Nave</b>	<b>160 people dependent of usage</b>
<b>Annexe and kitchen</b>	<b>40 people dependent on usage</b>
<b>Whole Premises</b>	<b>200 people dependent on usage</b>

and on no account should these numbers be exceeded.

16) The Hirer shall, on making the booking, accept that any shared parts shall comprise the Premises for the purposes of these Terms and Conditions of Hire.

## Use of the premises

17) No smoking is permitted on the premises.

18) The Premises are not available for 11th - 21st birthday parties.

19) The kitchen is only available to those who hire the annexe. A tea point with washing up facilities is available at the rear of the nave

20) We require you to remove rubbish resulting from your hire of the annexe\ nave home with you. We do not have a collection from Colchester Borough Council and therefore rubbish cannot be left behind. This is on the invoice confirmation but also needs to be here.

21) The Hirer shall not use the premises for any purpose other than that described on the Application to Hire form and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

22) The premises must not be left unattended during the times of the hire, must not be used by hirers before the time of hire and must be vacated at the time stated. Failure to do so will result in extra charges being made against the damage deposit (or the next invoice). The use of facilities other than those specifically stated on the hiring form will also incur extra charges on the Damage Deposit (or the next invoice). If the hire finishes early for any reason St Mary's must be informed. In any case the premises must be vacated **by 10.00pm** unless permission in writing has been obtained from St Mary's.

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

24) The Hirer shall only use the specific part of the Premises that has been hired and not any other area. This also applies to the churchyard.

25) No bouncy castles are permitted inside the building but may be permitted upon application in designated parts of the churchyard.

26) Ball Games – only soft sponge balls may be used inside the annexe and nave. This also applies to the churchyard.

27) No chairs may be removed from the Premises and used in the churchyard without prior agreement. Should that permission be given all chairs used outside must have their legs cleaned before being returned inside.

28) No external heating appliances are used on the Premises without consent.

29) Any electrical appliances brought onto the premises and used there shall be safe, in good working order, carry an up-to-date PAT certificate and be used in a safe manner.

30) No decorations or other articles shall be attached in any way to any part of the Premises using blue or white tack; drawing pins or similar or sellotape or similar.

- 31) The Premises may not be used for any type of political discussion without the prior consent of St. Mary's Parochial Church Council.

### **Licence details**

- 32) Selling\Serving Alcohol – It is preferable that the alcohol is served from the annexe rather than the nave whenever possible
- 33) The Premises and Churchyard are not licensed. In certain circumstances agreement may be reached for alcohol to be served, in which case it is the hirer's responsibility to arrange an appropriate licence and to apply and pay for a Temporary Event Notice ("TEN") from Colchester Borough Council. There is a limit on the number of TEN applications granted to our premises (15 in any one year) it is therefore important to check this status at the time of booking your event.
- 34) If any further licences are required in respect of any activity on the Premises the Hirer should ensure that they hold the relevant licences e.g. PRS licence for music and video.
- 35) The Hirer shall be responsible for observance of all regulations appertaining to the Premises stipulated by the local licensing committee, the fire authority, fair trading laws and local authority.

### **Noise**

- 36) Ensure that all external doors are kept closed during any event that involves live or recorded music and/or the sale of alcohol.
- 37) The Premises are located in a residential area and the Hirer shall ensure that they and their invitees act with respect to the neighbours and shall ensure that use of the churchyard ceases at 7 p.m. or dusk (whichever is earlier), failure to comply could result in loss of your deposit.
- 38) Music must be stopped by 10 p.m. to allow time to clear up and vacate the building.
- 39) The Hirer shall ensure that the minimum of noise is made on arrival to and departure from the Premises.
- 40) No large speakers are allowed in the annexe, only small music systems with small speakers are permitted.
- 41) Enquiries must be made with St Marys regarding requirements for the playing of live music in the church nave.

### **Insurance**

- 42) The hirer is responsible for taking out Public Liability Insurance cover and producing a Risk Assessment. A template Risk Assessment form is available upon application
- 43) The Hirer shall be responsible for making arrangements to insure any third party claims which may arise whilst using the Premises. The Premises is insured by St Mary's against any claims arising from its own responsibilities.

### **Public safety compliance**

- 44) Emergency exits must be kept clear at all times. For large events the location of emergency exits and other safety information should be announced and pointed out to those attending before the event starts.
- 45) The Hirer is responsible for ensuring that all occupants, visitors and other invitees are aware of the fire assembly point at the east end of the churchyard, adjacent to the gate leading directly onto East Street.
- 46) In the event of an accident a First Aid Box is located in the **Annexe Lobby** with an Accident Report Book. Details of any accident should be logged in the book and reported to St. Mary's as soon as possible.
- 47) Hirers are required to have a mobile phone with them during the hire period in case of emergencies.
- 48) It is a requirement that no-one is permitted on the premises alone. There should always be a minimum of two people on site at any time.
- 49) The Fire Brigade shall be called to any outbreak of fire, however slight and details thereof shall be given to St Mary's.
- 50) No highly flammable substances shall be brought into or used in any part of the premises. Ensure that no smoke machines or similar are used as they may set off the fire alarm which would trigger a payment of £25 to cover the cost of someone attending to reset the alarm.

### **Health & Hygiene**

- 51) The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations

### **Heating**

- 52) The heating if required will be pre-programmed for the hiring period. No adjustment is required or permitted.

## **Animals**

53) With the exception of assistance dogs, no animals may be brought inside the premises without prior permission.

## **Compliance with The Children Act 1989**

54) The Hirer shall comply with the Protection of Children Act 1999, the Children Act 1989 and the protection of vulnerable adult legislation and guidance.

If the use of the Premises involves children under the age of 18:

- a) the Hirer shall ensure that any activities comply with the provisions of the Protection of Children Act 1999, the Children Act 1989 and any other relevant legislation together with any conditions required by Social Services and that only fit and proper persons have access to the children. The Hirer shall ensure that the children are protected at all times by taking all reasonable steps to prevent injury, loss or damage occurring and by ensuring all necessary child protection checks have been undertaken: and
- b) If the Hirer has their own Child Protection Policy a copy must be provided to St Mary's prior to the commencement of the Hiring Period and the Hirer must ensure that the procedures contained in their policy are up-to-date and in line with current guidance. St Mary's Child Safety Policy is available on request.
- c) It is also the responsibility of the Hirer to ensure the protection of vulnerable adults using the Premises.

## **The next steps –**

Upon receipt of the Application to Hire Form confirmation will be sent to the successful Hirer in the form of an invoice. The invoice will confirm the cost, deposit amounts; date, time and nature of the booking together with any additional instructions that you will require.

If you have been unsuccessful with your booking notification will be sent as soon as practicable.

Please complete and send your Application to [Hire the Church Form to:](#)