

ST MARY'S CHURCH, HADLEIGH

Terms and Conditions of Hire

THE AGREEMENT

- a The individual or representative of an organisation hiring the Church or any part of it is referred to in this document as 'the Hirer'. He/she must be over 21 years old and without a criminal record.
- b The Hirer must read, understand and fully comply with the Terms and Conditions of Hire as laid out in this document, and will be held responsible for ensuring complete compliance with the terms and conditions of hire. The Hirer
- c The Hire Agreement constitutes permission to use only those parts of St Mary's Church indicated on the Booking Form, for the agreed time and under the agreed conditions. It confers no tenancy or other right of occupation in any form on the Hirer.
- d The Hirer shall not use the premises, nor allow the premises to be used by others, for any unlawful or immoral purpose, nor do or allow anything to be done that may bring the premises into any disrepute, nor anything which may endanger either persons or property, or render invalid any insurance policies, whether taken out by the Church or the Hirer, in respect thereof.
- e The benefit of this agreement is specific to the Hirer, who shall not assign, sub-hire or sub-licence the whole or any part of the rights to use the premises granted by this agreement. The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement.

APPLICATIONS, BOOKINGS AND CANCELLATIONS

- a A prospective hirer must complete and return the Application Form to the church Office for consideration by the Church Wardens, who act on behalf of the Parochial Church Council (PCC) in deciding whether to accept the hire application. The PCC reserves the right to request references for the prospective hirer prior to accepting a booking.
- b Once the application has been accepted and confirmed, the Hirer must pay a deposit of £80. The final balance will be invoiced immediately following the event and payment will be required within 30 days.
- c Cancellations will be accepted up to one month prior to the planned event without penalty, and the deposit will be refunded. Thereafter, if the event is cancelled the deposit will be forfeited and if the event is cancelled within 48 hours of the planned event, the full cost of the original hire will be required. In exceptional circumstances, it may be necessary for the Church to cancel a booking. Should this be the case the deposit monies paid will be refunded in full.

SPECIFIC RESPONSIBILITIES

1 St Mary's PCC

- The PCC will ensure that the hired area is open, clean and ready for use by the Hirer.
- The PCC reserves the right to have a representative present at the event, and to end it at any time if there are serious breaches of this agreement. Such a decision would only be taken in consultation with the Hirer.

- Specialist equipment, such as projectors, television and audio-visual equipment, is not normally available, and will need to be provided as required by the Hirer.

2 The Hirer

- The Hirer will ensure that the event uses only that part of the building specified on the Booking Form.
- The Hirer will oversee the event, and be present on the Church premises at all times during the period of hire. He/she will be responsible for the proper and appropriate use of the building, and must take all reasonable precautions to ensure that there is no damage to its fabric, furniture, fixtures and fittings, and any equipment provided.
- The Hirer may not make any changes to, or move, fixtures and fittings in the Church without the express prior written approval of the churchwardens.
- The Hirer will be responsible for making good any damage to premises and property.
- The Hirer will be responsible for ensuring that good order is kept on the premises, churchyard and the immediate vicinity of the Church before, during and after the agreed period of use. Particular consideration must be paid to nearby residents at all times.
- The Hirer will be responsible for ensuring the premises and churchyard are left in a clean and tidy condition following any preparation/rehearsal times and the event itself. This includes ensuring that any movable furnishings, fixtures and fittings, and other equipment are returned to their usual places.

Any reasonable expenses incurred by the PCC to remedy the Hirer's failure to observe and perform these conditions (including the cost of employing appropriate personnel if necessary) will be charged to, and recovered from the Hirer.

3 Health and Safety

The Hirer is responsible for ensuring that the PCC's Health and Safety Policy is upheld during the hire period. In particular:

- The Hirer must provide two stewards for up to 100 persons present and an additional steward per 50 persons or part thereof over 100. All stewards must be readily identifiable to all members of the public. Stewards must be fully aware of all Health and Safety requirements, particularly the location of fire exits, the operation of emergency lighting and firefighting equipment, and the location of first aid items. In addition, stewards must be able to assist fully in the emergency evacuation of the premises.
- The Hirer is responsible for ensuring the provision and availability of First Aid as appropriate, and must have access to a mobile phone for use in emergencies. A First Aid kit is available in the kitchen area. The Hirer is responsible for ensuring that persons who are trained and qualified in First Aid are available for the duration of the event. For equipment or activities requiring the use of special skills, the Hirer must ensure that fully trained and qualified personnel are available at all times to ensure such use of equipment / activities are carried out in an appropriate and safe manner.
- The Hirer must ensure that fire exits are open at all times during the event, and that none of these or their approaches, or corridors, are obstructed or blocked by any item at any time. Fire appliances must not be tampered with, nor removed, other than explicitly for fire-fighting purposes.
- The Hirer must ensure that smoke machines or candles are only used with the permission of the churchwardens. Any mechanical or electrical equipment brought onto the church

premises must be fully tested, and only operated by appropriately trained and qualified persons.

- The Hirer must inform the churchwardens within 24 hours of any incidents, accidents or injuries that occur to anyone whilst on the church premises during the hire period.

If the Hirer fails to comply with any of these regulations, the PCC may immediately terminate the hire agreements. The PCC may also cancel any event at any time on the advice of the County Fire Officer or the emergency services.

4 Insurances and Licences

- The Hirer is responsible for obtaining Public Liability Insurance, and should also consider whether staff and helpers should be protected by Personal Accident and Employer's Liability Insurance, and arrange as appropriate.
- The Hirer is responsible for obtaining all required Consents and Licences (eg for the sale of alcohol [see further, below] and the playing and performance of music), and providing a copy or copies to the churchwardens before the event.
- By signing the Application Form, the Hirer shall indemnify the PCC against any claim for personal injury, loss or damage to property or person, whether belonging to the Church or to any other person on Church premises, if such loss or damage or injury is caused either by the negligence or non-compliance of the Hirer with the Terms and Conditions of Hire, or by the negligence or non-compliance of any other person using the premises with the Hirer's permission. The PCC shall only be responsible for death or personal injury or loss or damage to property or person, resulting from the PCC's own negligence.
- The PCC accepts no responsibility for any stored equipment or other property brought onto, or left at, the church premises, and all liability for loss or damage is hereby excluded. Failure by the Hirer to remove or dispose of any property brought to, or left on, Church premises may result in the Church disposing of any such items by sale, donation to charity, or otherwise as it thinks fit, and the PCC may charge the Hirer for any costs incurred in storage or disposal of such property.

GENERAL CONDITIONS

1 Alcohol, smoking and illegal drugs

- Alcohol may only be sold or consumed on church premises with written permission of the PCC, subject to the Hirer's production of the relevant local authority licence.
- Any unconsumed alcohol, bottles, bottle cases, cans, glasses and all similar articles must be removed from Church premises by the Hirer immediately after the function has ended.
- Smoking (including e-cigarettes) is not allowed in the church building or porch at any time.
- Illegal drugs must not be brought into, or distributed to others in the church building or porch.

2 Publicity Material

- It is the responsibility of the Hirer to publicise events, with assistance from the Church Administrator where appropriate.

3 Animals

- With the exception of guide dogs, animals are not allowed on Church premises, except with the prior written consent of the churchwardens.

4 Toilet Facilities

- Toilets are available to the rear of the Font. Full disabled facilities are not available although access to the toilets will permit a wheelchair. Disabled visitors will need to be accompanied by a helper.
- Nappy changing facilities are available in the Ladies.

5 Refreshment Area

- A list of facilities and equipment is available upon request from the Church Benefice office.

6 Car Parking

- There is no public car parking available on Church premises. There is adequate parking in four public car parks locally and in the surrounding residential streets. See the link:
<http://www.babergh-south-suffolk.gov.uk/Babergh/Home/Transport+and+Streets/Car+Parks/Hadleigh+Central+map.htm>
- Prior written permission for the parking of any vehicles on Church property connected with setting up the event must be obtained from the churchwardens. Any such parking will be entirely at the owner's risk and the Church will not be liable for any damage or loss, howsoever caused, whilst on Church property. No vehicles may be left overnight on Church property.

7 Lost Property

- After three months, any unclaimed lost property will be either sold or given to a local charity, as deemed appropriate by the PCC.

CONTACTS

Church Office (for any queries concerning the hire of the church)

The office is open Tuesday – Friday inclusive from 10am – 12 noon.

Administrator Mrs. Claire Woods
Telephone 01473 527499
E-mail office@stmaryshadleigh.co.uk

Church Wardens

Mr James Wilding, 24 Lambert Close, Hadleigh
Telephone 01473 822550
E-mail james4margaret@gmail.com

Mrs Lesley Turner, 18 Station Yard, Hadleigh
Telephone 01473 824177
E-mail lesley@lesleyandjohn.com

ST MARY'S CHURCH, HADLEIGH

Hire Application Form

Name of organisation	
Nature of event / function	
Proposed date and time of event	
Contact person (hirer)	
Address	
Telephone	land line
	mobile
Email address	
Set-up / rehearsal times	
Numbers expected to attend	
Total time required	
Total cost	
Deposit paid	
Other requirements (tables, chairs, display boards etc)	
Signed	
Print name	
Date	

By signing this Application Form, I confirm that I will be the Hirer for this event and that I comply with the required criteria. I have read, understood and will fully comply with the Terms and Conditions of Hire and Schedule of Costs. I have been given copies of these, and have retained them for future reference.

For office use

Parking permits required?	
Refreshments served? By whom?	
Bar licence required?	
Person to welcome	
Person locking up	

Are you charging for tickets / entry?	
Where will your profit / takings go?	
Will you be paying a hire fee, or making a donation toward overheads?	
Will you be providing refreshments? If so, what? Who will be responsible?	
Will you need a bar licence? Who will obtain it?	
Which area of the church will you be using?	
What furniture and equipment will you need?	Tables Chairs Display boards Anything else
Do you need anything to be moved?	
Who is providing publicity? What will you want from the office, and when?	
Will you need access to any keys?	
Who will lock up?	
Are you aware that there might be a vergers' fee of £50?	
Do you need any parking permits? How many? (Max. 4)	
Anything else?	