**St Mary’s Parish Church Amersham**

**Church**

**Terms and Conditions of Hire**

**In these terms and conditions:**

1. **References to St Mary’s Church are to the Parochial Church Council of the Parish of Amersham with Coleshill and its authorised officials.**
2. **References to Church premises are to the Church or the relevant parts of the Church Rooms that the Hirer is permitted to use, as the case may be.**
3. **“we” or “us” means St Mary’s Church and “you” means the Hirer.**

**The agreement for the hiring of the Church or the Church Rooms between St Mary’s Church consists of (1) a duly completed booking form and (2) these Terms and Conditions.**

**GENERAL**

**BALANCE OF PAYMENT:** The balance of any payment due to St Mary’s Church must be paid not later than 24 hours before the event for which the Church Premises have been booked by the Hirer. Failure to pay the balance may result in the booking being cancelled but the cancellation shall not affect the right of St Mary’s Church to be paid the balance or any other sum due to it.

**BOOKING:** All bookings are made in agreement with our terms and conditions and must be in writing on the booking form provided. The person signing this form will be identified as the Hirer. Where an organisation is named, the organisation will be known as the Hirer and will share responsibility with the person who signs this form. The Hirer must not sub-let or share the Church premises with any other person or used for any unlawful purpose or in any unlawful way. Nothing must be done to bring onto the premises anything which may dangerous or invalidate our insurance policies.

**CANCELLATION**: If the Hirer cancels the booking with 2 weeks’ notice the deposit will be returned. With less than 2 weeks’ notice the deposit will be retained, and with less than 24 hours’ notice the full fee will be due (subject to the discretion of St Mary’s Church).

**CANCELLATION BY ST MARY’S CHURCH:** St Mary’s Church reserves the right to cancel the booking. This right will not be unreasonably enforced.

**CAR PARKING:** There is **NO** provision for car parking by users of the Church. **ON NO ACCOUNT MUST THE ENTRANCE TO THE NEW RECTORY BE BLOCKED OR VEHICLES BE PARKED IN FLINT BARN COURT OR BADMINTON COURT. The Hirer will ensure that this rule is strictly followed by those attending the Hirer’s event.** The Hirer must ensure that all advertising and promotion of the Hirer’s event incorporates these requirements as to car parking.

Parking is available along the High Street, at Barn Meadow and Amersham Old Town (Dovecote Meadow) car parks.

**DATA PROTECTION AND PRIVACY NOTICE**: St Mary’s Church will comply with all relevant regulations for General Data Protection (GDPR) and any related UK legislation. We will only collect, use, store and transfer personal data about the Hirer in accordance with the Data Privacy Notice. This notice can be viewed and downloaded at <http://stmaryschurchamersham.com/privacy-policy>

Ask us for copy if you need one.

**DEPOSIT:** A deposit of £50 is payable to secure the booking and £20 for key deposit. This will be returned on the return of the key, subject to the Church premises hired being left in a satisfactory condition.

**DISCOUNT:** St Mary’s Church wants to support its community by making its hire affordable. Groups which qualify for a discounted rate are: St Mary’s Church members; residents of the parish who are hiring the premises for personal events (e.g. children’s parties, special occasions); charitable/non-profit organisations.

**INSURANCE:** The Hirer must have its own adequate insurance cover in respect of liability to the public and third parties for the purpose of its booking. St Mary’s Church reserves the right to inspect this insurance prior to a booking being agreed.

**KEYS:** The keys must be returned in the letter box or to the Parish Administrator It is the Hirer’s responsibility to ensure that they keep these keys safe and if any loss or theft occurs the Hirer must notify the office as soon as possible. Hirers will be charged for the cost of additional keys being cut or any locks changing.

**MAXIMUM NUMBER TO BE ADMITTED**: The maximum number of persons to be admitted is not to exceed 250 persons for the Church and for the Parish Rooms Hall 80 and for the Parish Rooms meeting room 20.

**MULTIPLE BOOKINGS:** If the Hirer has booked the Church Premises for more than one event then (a) these terms and conditions apply to each event and (b) St Mary’s Church will not be obliged to honour any booking for a subsequent event if any payment due to St Mary’s Church is unpaid in respect of a previous event or if there has been a persistent and material breach of the Hirer’s obligations.

**PAYMENT:** Invoicing arrangements will be agreed at the time of the booking. Cheques should be made payable to *‘*Amersham PCC St Mary’s Churchor payment may be made by BACS to:

**Account Name: Amersham PCC St Mary’s Church**

**Sort Code: 40-52-40.**

**Account Number: 00014511**

**PURPOSE OF HIRING:** The Church premises may only be used by the Hirer for the purpose stated in the booking form. The Hirer warrants that the Hirer will not use the Church premises for any activity which, in the opinion of the incumbent of St Mary’s Church, are contrary to the purposes and beliefs of the Church of England. No acts of worship, other than Christian worship, are permitted on the Church premises, without the written consent of the Incumbent. If before the event St Mary’s Church becomes aware of that the Hirer is or will be in breach of this condition St Mary’s Church is entitled to cancel the booking on the same terms as if the balance of payment had not been made.

**RIGHT OF ENTRY:** St Mary’s retains the right of entry to the Church premises during any hiring in the event of any emergency.

**SAFEGUARDING:** St Mary’s Church is committed to ensuring that every child and vulnerable adult feels safe at all times, whenever they visit St Mary’s Church. And we have a safeguarding policy to help everyone understand what this means in practice.

If the booking is for an event at which children under 18 or vulnerable adults will be present by signing the hire agreement, the Hirer agrees to ensure that all adults present on the premises will comply with our Child Protection and Vulnerable Adults policy. The Hirer acknowledges that a copy of the policy is available for or has been provided to the Hirer and is displayed on Church premises. In the event of any conflict between the Hirer’s own safeguarding policy and that of St Mary’s Church, that of St Mary’s Church shall prevail.

**TENANCY:** the hiring of the Church premises only permits the Hirer to use the Church premises and no tenancy is created.

**USE OF CHURCH PREMISES**

**ACCESS:** Access to the Church premises is restricted to the agreed hire period*,* including time for setting up and clearing away.

**ACCIDENTS AND LOSS:** Hirers are responsible for any accident or injury arising out of the booking. St Mary’s Church accepts no responsibility for any accident, damage or loss (including damage to or loss of any equipment or articles brought by the Hirer or others onto Church premises) which may occur during the period of the Hirer’s booking. Accidents giving rise to any injury should be recorded in the accident book by the first aid box in the kitchenette/lower vestry in the case of the Church and in the Parish Office in the case of the Parish Rooms. Completed forms should be put in the letterbox to the office door. Serious accidents or incidents must be reported to the church office as soon as possible.

**ADVERTISEMENTS**: No posters, boards, signs, flags or other emblems or advertisements are to be displayed inside or outside any part of the Church premises without the previous consent of the office. The office reserves the right to remove any advertising material without warning.

**ALCOHOL**: The sale of alcoholic drinks is not allowed. Alcohol may be served for private and moderate consumption during an event. Please discuss this when you make your booking.

**BINS AND WASTE:** The Hirer must provide its own bin bags to remove all waste from the event. All rubbish and other waste materials should be taken away. We may charge the Hirer for removing any rubbish left.

**CHAIRS AND TABLES:** In the case of the Parish Rooms - chairs and tables must never be dragged across the floor as they leave marks on the wooden floor. The trolley should be used to stacks of chairs. There are for the main hall 10 rectangular tables and 100 chairs. The meeting room has 12 chairs.

**CLEANING AND TIDYING:** The Church premises must be left in a clean and tidy condition and swept. All crockery and utensils washed and put away. The kitchen floor must be mopped after use.

**DAMAGE:** The Hirer will indemnify St Mary’s Church in respect of any loss or damage caused to the Church premises during the period of the booking. The Hirer must report to the church office any damage. The Hirer acknowledges that any deposit received by St Mary’s Church is a payment on account only of the Hirer’s liability.

**DECORATIONS:** No tacks, screws, pins, nails, or other similar objects are to be driven into the fabric of Church premises, nor is any adhesive substance (e.g. Blu Tack) to be attached to them.

**DOGS:** only Guide Dogs are allowed in Church premises, unless consent of St Mary’s Church is given.

**EMERGENCIES:** In anticipation of any emergency it is the Hirer’s responsibility to ensure that they know the location of first aid kits and the nearest hospital and other services.

**FACILITIES:** If musicians or performers at events wish to eat packed meals in the Church please designate a particular area, absolutely NOT the Drake Chapel. Use the sink in the Lower Vestry. DO NOT USE THE SINK AND TOWELS in the Upper Vestry.

Use of the Church includes the use of the kitchenette with kettle, the hot water urn and the use of mugs and jugs for drinks and thermos flasks to serve hot water and coffee. Jugs, cups and mugs must be washed after use and flasks must be emptied.

**EVACUATION PROCEDURES:** Hirers are responsible for familiarising themselves with the fire or other emergency evacuation procedure and ensuring that their entire group have evacuated safely in the event of an emergency. Fire exit points must remain unobstructed throughout the Hirer’s event.

In the case of the Church, there are four exit points from the Church which can be used in an emergency (see plan). Stewards should be appointed to be responsible for each of them and stationed close by throughout the event. The doors must be left unlocked during the Hirer’s event but if the Hirer wishes, the south and west doors can be secured from the inside using the cross bar. **DO NOT LEAVE THE LARGE KEYS IN THE LOCKS**. If mislaid they would be very difficult to replace. They must be returned to the key board in the electrical cupboard.

**HEALTH AND SAFETY:** The booking must be in the name of and under the direct supervision of at least one responsible adult, capable of coping with the needs of the event. It is the responsibility of the Hirer to ensure that the Church premises are safe and suitable for the purposes for which they intend to use them, and carry out their own risk assessment.

There is no public phone on the Church premises. The Hirer must ensure they have access to a phone for emergencies and they are responsible for ensuring that they have adequate first aid cover for their activity. A first aid box and accident book are located in the right-hand drawer in the kitchenette in the Church and in the Parish Office in the Parish Rooms.

**HEATING:** We will show you where the controls are and how to use them.

**KITCHEN/KITCHENETTE USE:** If food or other refreshments are to be prepared, served or sold then the Hirer must observe all relevant food health and hygiene legislation regulations. There is plenty of guidance about food safety and preparation. **Children must not be allowed in the kitchen/kitchenette for safety reasons.**

**LIGHTING**

There is a 63 amp, 3 phase power supply Socket installed in the Nave outside St Andrew’s Chapel, separately switched and independent of all other light and power in St Mary’s. Capable of supporting up to 45KW of stage lighting or other power equipment

**LEAVING AND LOCKING:** At the end of the Hirer’s event, the Hirer will ensure that all lights are switched off, except the Church night lights in St. Catherine’s Chapel and by the South Door, which are controlled by time switches. The Hirer will ensure that all internal doors are locked and the keys replaced to the key board. It is the Hirer’s responsibility to ensure the Church premises are left secure. The Hirer will indemnify St Mary’s Church in respect of all or any loss arising out of a breach of these obligations.

**MUSIC:** The Hirer undertakes to satisfy all requirements under performing rights legislation for the playing of live or recorded music.

**PEWS, CHAIRS AND TABLES:** All pews, chairs, tables and any notices that you may have moved must be put back in their proper place. (A plan is available). It is very important to make sure that there is always a clear thoroughfare to the main exits and the vestry and chancel doors. **DO NOT BLOCK THE AISLES WITH CHAIRS.**

**PREMISES:** The event must remain on Church premises and only the booked premises may be used. At no time during the booking period should the Church premises be left open and unattended.

**SMOKING:** The Church premises and grounds are a No Smoking Zone.

**SOUND SYSTEM:** If you wish to use the Church’s Sound System, please contact the Parish Office (729380) who will provide guidance. Under no circumstances should the settings in the sound system cabinet in the Upper Vestry be altered.

**SUPERVISION:** The Hirer will during the period of the hire be responsible for supervision of the Church premises, the fabric and the contents, their care, safety from damage (however slight) and the behaviour of everyone on the Church premises whatever their status. This includes proper supervision of attendees at the Hirer’s event to prevent nuisance to members of the public and the owners or occupiers of neighbouring property.

**USE OF THE CHURCH AT CHRISTMAS OR EASTER TIME:**

**Depending on when your concert/service is booked, the Christmas tree and Nativity Scene and Easter Garden may be displayed ~ if it is, please can you ensure that it remains untouched.**

**Candles: We will have made arrangements to have the candles lit and extinguished.**

**During the Christmas or Easter period if all the chairs are out and moved, they should be replaced as found.**

**CHECKLIST**

1. **HEATING – this will turn itself off – no need to do anything.**
2. **SWEEP UP**
3. **LOCK WEST DOOR (IF USED) AND SOUTH DOOR RETURNING KEYS TO KEY BOARD**
4. **TURN OFF LIGHTS AND SOUND SYSTEM**
5. **If using Sound System, turn off the system by the switch in the cupboard and replace any microphones used in the right-hand desk drawer.**
6. **ENSURE DRAKE CHAPEL, UPPER VESTRY AND THEN LOWER VESTRY DOORS ARE LOCKED AND LIGHTS TURNED OFF**
7. **LOCK OUTER VESTRY DOOR AND RETURN KEYS TO THE LETTER BOX OF THE PARISH OFFICE.**

**DOORS THAT FRONT CHURCH STREET IS THE WEST DOOR**