

# St Mary's Church, Hadleigh

## Terms & Conditions of Hire

### **Background**

People have worshipped in Hadleigh for over a thousand years and the Church, on its present site, has been completely rebuilt at least twice. The tower of the current St Mary's Church in Hadleigh was built in around 1190. The Deanery Tower was built in 1495 and the Guildhall is also 15<sup>th</sup> Century.

The Church and the Deanery Tower are supported by The Friends of St Mary's who work in conjunction with the St Mary's Church Hadleigh Trust (Charity No. 289784) and the St Mary's Church Hadleigh Parochial Church Council for the benefit and upkeep of the Church and its surroundings.

### **1. Introduction**

High regard is placed on St Mary's Church within the local community and it is hoped to encourage relationships with the members of that community who wish to hire the Church for appropriate purposes.

It is the policy of the Dean of Hadleigh to make St Mary's Church and its facilities available for private hire when they are not required for use by the Church or Clergy. It is the policy of the Dean to actively market the buildings and facilities to increase the generation of income for church related projects after making allowance for costs incurred as a result of additional use of the premises.

Use of the premises will be subject to various conditions, regulations and charges. Applications for private hire will be considered on their merits with due consideration given to the preservation of Law & Order, Health & Safety, and the appropriateness of the planned event.

The individual or organisation applying to hire the Church or any part thereof will be deemed to be the person signing the Application Form and will be known as the Nominated Responsible Person, (hereinafter referred to as "the NRP"). The NRP agrees, whether on their own behalf or on behalf of a group of people or an organisation to read, understand and fully comply with the Terms and Conditions of Hire as laid out in this document. The NRP must be over the age of 21 years and must be without a criminal record.

The benefit of any Hire Agreement is specific to the Hirer, (the NRP), and is not capable of being assigned or sub-hired. The NRP shall not assign, sub-hire or sub-licence the whole or any part of the rights to use the premises. The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement.

This Hire Agreement constitutes permission only to use the premises for the time permitted and confers no tenancy or other right of occupation in any form on the NRP. The NRP shall not use the premises, nor allow the premises to be used by others, for any unlawful or immoral purpose nor do or allow to be done, anything which 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 NPR, in respect thereof.

## **2. Applications / Bookings / Cancellations**

Provisional bookings will be held for fourteen days only, after which time the booking will be considered lapsed.

An application form, together with a copy of The Terms & Conditions of Hire, should be requested from the Church Benefice Office. The Application Form should be completed and returned to the Church Benefice Office, together with the deposit of 25% of the total costs of the event, for consideration by the Dean and Church Wardens who will have absolute discretion as to whether the application for hire will be acceptable. If the application is rejected, the deposit monies will be immediately returned in full. If the booking is accepted, the person signing the application form, the NRP, and shall be deemed to have read, understood and fully accepted all regulations / requirements of the Church as outlined in this document and will be held responsible for ensuring complete compliance therewith.

The booking, once accepted, will be confirmed in writing. The final balance will be invoiced immediately following the event and payment will be required within 30 days.

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 of 25% will be forfeit 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.

## **3. Terms & Conditions**

### **a. Responsibilities of the Church**

The Church will:

- Ensure the hired area is open, clean and ready for the NRP's event.
- Agree a system to facilitate communication with Church personnel as and when required during the event.

The Church reserves the right to:

- Take out references against the NRP and/or Group they represent prior to accepting a booking
- Have a representative present at any function
- To inspect the proceedings at any time
- To put an immediate stop to any proceedings, entertainment, or meeting at any time if it is considered appropriate to do so due to the event being not properly conducted or liable to cause offence in any way.

### **b. Responsibilities of the Nominated Responsible Person ("the NRP")**

The NRP will be deemed to be the Nominated Responsible Person to be in charge of and be present upon the Church premises at all times during the period of the letting. The NRP accepts, and will comply with, all regulation and requirements as laid out in this document.

The NRP will be responsible for the proper and appropriate use of facilities. Specialist equipment – eg: projectors, TV and AV equipment etc - is generally not available and will need to be provided as required by the NRP unless by special prior arrangement with the Dean or Church Wardens.

The NRP must take all reasonable precautions to ensure there is no damage to the fabric of the buildings, furniture, fixtures and fittings and any equipment provided. The NRP shall be responsible for making good any damage to premises and property. No changes to, or movement of, fixtures and fittings may be made without the express prior written approval of the Dean.

The NRP must use only that part of the building agreed and must observe any specific instructions pertaining to the Church in general and the hired area in particular.

The NRP shall be responsible for ensuring that good order is kept on the premises, Churchyard and approaches thereto immediately before, during and upon departure after the agreed period of use. Particular consideration must be paid to nearby residents at all times.

The NRP will be responsible for ensuring the premises and Churchyard are left in a clean and tidy condition following any set-up/rehearsal times and the event itself. If the NRP fails to observe and perform any of these conditions, the Church may charge to, and recover from, the NRP any expenses and costs incurred by the Church in undertaking any cleaning or remedying any failure, including the cost of employing appropriate personnel as deemed appropriate.

**c. Health & Safety**  
**Fire, First Aid and General Safety**

It is the responsibility of the NRP to ensure that every possible care is taken when on Church premises with regard to Health & Safety. All Health & Safety instructions pertaining to the Church in general, and the specific area hired in particular, must be upheld at all times.

The NRP must acquaint themselves with all Fire & Safety regulations and procedures relating to the premises and all exits from the Church.

There is to be no smoking on Church premises at any time. Smoke machines and similar devices are not permitted under any circumstances. Candles may be used with the prior permission of the Dean or Church wardens. No other types of naked flame may be used at any time. Any machinery / electrical items brought onto the Church premises must be fully tested, deemed safe and only operated by appropriately trained and qualified personnel.

The NRP must provide two stewards for up to 100 persons present and an additional steward per 50 persons or part thereof over 100. Such stewards must be made fully aware of all health & Safety requirements, the position of all exits, operation of emergency lighting and fire fighting equipment, location of first aid items and must be able to give full assistance in evacuation of the premises in the case of any emergency. Such stewards should be readily identifiable to all members of the public in the event of an emergency.

The NRP must inform the Dean or Church Wardens of any Incidents, Accidents or Injuries that occur to any person whilst on Church premises.

The NRP shall be responsible for ensuring the provision and availability of First Aid as appropriate and must have access to a mobile phone for use in emergencies. It is the responsibility of the NRP to ensure that personnel fully 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 NRP 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.

No exits, approaches to exits, or corridors may be obstructed or blocked by any item at any time and failure to comply with this regulation will result in the immediate cessation of the event. Fire appliances may not be tampered with, nor removed, other than explicitly for fire-fighting purposes.

The Church may cancel any event at any time on the advice of the County Fire Officer.

**d. Insurances / Licences**

It is the responsibility of the NRP to effect adequate public liability insurance together with all proper and lawful Consents and Licences, for the use proposed.

Any required Consents and Licences (inter alia alcohol, gaming, entertainment etc) must be obtained by the NRP and a copy or copies provided to the Dean or Church Wardens prior to the event.

Organisations should also consider whether their own staff and helpers should be protected by Personal Accident Insurance / Employer's Liability Insurance etc and arrange as appropriate.

The NRP indemnifies the Church, upon signing the application form, against any claim for bodily injury, loss or damage to property (real or personal) whether belonging to the Church or to any other person on Church premises if said loss or damage or injury is caused either by the negligence or non-compliance by the NRP with the Terms and Conditions of Hire or by the negligence or non-compliance of any other person using the premises with the NRP's permission.

The Church accepts no responsibility for any stored equipment or other property brought onto, or left at, the premises and all liability for loss or damage is hereby excluded. Failure by the NRP 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 may charge the NRP for any costs incurred in storage or disposal of said property.

**e. General Conditions**

i. Alcohol on Church premises

The selling of any alcohol on Church premises requires a Licence and obtaining the appropriate Licence(s) and Consents is the responsibility of the NRP. Alcohol may only be consumed on Church premises with the prior written permission of the Dean once a copy (or copies) of the valid and relevant Licences and Consents have been received by the Dean or Church Wardens from the NRP. Any unconsumed alcohol, bottles, bottle cases, cans, glasses and all similar articles must be removed from Church premises immediately after the function has ended.

ii. Publicity Material

Draft copies of any and all publicity material should be approved by the Dean or Church Wardens before going to print.

iii. Animals

Animals, with the exception of Guide Dogs, are not allowed on Church premises except with the prior written consent of the Dean.

iv. 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.

vi. Refreshment Area

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

vii. Car Parking

There is no public car parking available on Church premises. There is adequate parking within four public car parks locally and in the surrounding residential streets.

(See map attached to the back of this document or view by using the link below)

<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 Dean or Church Wardens. 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 at any time.

viii. Lost Property

After three months, any unclaimed lost property will be either sold or given to local charities as deemed appropriate by the Church

f. **Communication / Contacts**

The Very Reverend Martin Thrower, Dean of Bocking, Rural Dean of Hadleigh

The Deanery, Church Street, HADLEIGH, Suffolk, IP7 5DT

Telephone: 01473 822 218

E-mail: [martin.thrower@btinternet.com](mailto:martin.thrower@btinternet.com) or [dean@stmaryshadleigh.co.uk](mailto:dean@stmaryshadleigh.co.uk)

Web: [www.stmaryshadleigh.co.uk](http://www.stmaryshadleigh.co.uk)

Church Benefice Office: (for any queries concerning Hire of the Premises)

Office open weekdays 10am – Noon

Telephone: 01473 824 987

E-mail: [office@stmaryshadleigh.co.uk](mailto:office@stmaryshadleigh.co.uk)

Church Wardens: Mr J Everitt 01473 822 018. [john.everitt@btinternet.com](mailto:john.everitt@btinternet.com)

High Lodge, Station Road, HADLEIGH,

Mrs L Turner 01473 824 177 [lesley@lesleyandjohn.com](mailto:lesley@lesleyandjohn.com)

18 Station Yard, HADLEIGH

**Church Hire Costs**

<b>Monday to Thursday Price per 3-hour session</b>	<b>Friday to Sunday Price per 3-hour session</b>
<b>£90</b>	<b>£150</b>

**St Mary's Church, Hadleigh  
Hire Application Form**

Name of Organisation .....

Contact (Nominated Responsible Person)

(See Terms & Conditions of Hire) .....

Address .....

..... Post Code .....

Telephone (Land line) .....

Telephone (Mobile) .....

E-mail Address .....

Nature of Event / Function .....

Proposed Date of Event / Function .....

Set-up / Rehearsal Date(s) / time(s) .....

Event / Performance Date(s) / Time(s) .....

Numbers expected to attend .....

Total number of sessions required .....

Total cost of sessions £ .....

Deposit enclosed (25% of total cost) £ .....

**By signing this Application Form, I confirm that I will be the Nominated Responsible Person ("NRP") for this event and that I comply with the required criteria for an NRP. I have read, understood and will fully comply with The Terms & Conditions of Hire and Schedule of Costs which I have been given, and have retained a copy for my future reference.**

Signed: .....

Print Name: .....

Date: .....

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