

## **Terms and Conditions for Venue Hire at St Mary-at-Hill**

All references to the rights of the Church or promises to the Church refer to **The Parochial Church Council of the Ecclesiastical Parish of St Mary-at-Hill, St Andrew Hubbard, St George Botolph Lane, and St Botolph by Billingsgate**, registered charity number **1161347**.

### **1. Arrivals, Departures, and Booking Extensions**

- 1.1. Time for set-up and clearing away, which is the Hirer's responsibility, must be incorporated into the booked time.
- 1.2. Extensions of booking times less than 7 days prior to the booking commencing may not be possible due to other bookings, staff availability, or Church engagements.
- 1.3. If an extension is possible, it will incur a 25% uplift on the hourly rate of the extended portion.

### **2. Cancellation and Refund Policy**

- 2.1. Cancellations or amendments made more than 30 days before the event incur no charge and can be made online.
- 2.2. Cancellations or amendments made between 14 and 30 days before the event will result in a charge of 25% of the booking value.
- 2.3. Cancellations or amendments made within 14 days of the event will result in the full booking amount being due.
- 2.4. Notifications of cancellations or amendments within 30 days must be sent via email to [admin@stmary-at-hill.org](mailto:admin@stmary-at-hill.org).
- 2.5. St Mary-at-Hill PCC reserves the right to cancel any booking in exceptional unforeseen circumstances, in which case a full refund will be provided.

### **3. Grounds for Booking Refusals or Cancellations**

- 3.1. A booking may be refused or cancelled if it:
  - 3.1.1. Is likely to provoke controversy, violence, or attract negative publicity.
  - 3.1.2. Conflicts with St Mary-at-Hill's ethos and values.
  - 3.1.3. Involves Hirer, speakers, or guests with links to violence or incitement to hatred.
  - 3.1.4. Is not fully paid by the due date of the invoice.
  - 3.1.5. If the Hirer has a history of misconduct or failed payments.

### **4. Responsibilities and Obligations of the Hirer**

#### **4.1. Purpose and Use of Venue**

- 4.1.1. The booking form must accurately state the purpose of the hire, and the venue must not be used for any other purpose.
- 4.1.2. Guest speakers' names must be provided prior to the booking taking place.

#### **4.2. Compliance and Conduct**

- 4.2.1. The Hirer must follow all reasonable instructions given by St Mary-at-Hill personnel, and treat them with kindness and respect.
- 4.2.2. The Hirer must comply with all laws, including the Public Order Act 1986.
- 4.2.3. The Hirer must adhere to St Mary-at-Hill's safeguarding policy.
- 4.2.4. Venue capacity limits must be adhered to; overcapacity must be rectified immediately, or the event may be shut down.
- 4.2.5. Stairs, passageways, entrances, and fire exits must remain unblocked.
- 4.2.6. Smoking is prohibited anywhere inside the premises.

- 4.2.7. Nothing may be affixed to the floor, walls, ceilings, or furniture, as the building is Grade I listed and must be preserved.
- 4.2.8. Red wine and similar substances that could permanently stain or damage carpets and stonework are prohibited.
- 4.2.9. All decorations, equipment, catering waste, and litter must be removed by the end of the booking. Charges apply for any additional cleaning required.
- 4.2.10. Helium balloons are prohibited as they cannot be retrieved from the ceiling.
- 4.2.11. The piano must not be moved unless prior permission is obtained.
- 4.2.12. Organ access requires prior approval and is subject to a fee.
- 4.2.13. Due to noise restrictions, events must finish and all music must cease by 10 pm.
- 4.2.14. The church must be cleaned and vacated by 11 pm.
- 4.2.15. Permission must be obtained to film any part of the event. Separate policies apply for filming St Mary-at-Hill as a distinct location.
- 4.2.16. When the Hirer collects data from individuals, the Hirer is responsible for ensuring compliance with the General Data Protection Regulation (GDPR).
- 4.2.17. The Hirer is fully responsible for ensuring that all external vendors, including but not limited to caterers, performers, and equipment providers, adhere to the terms and conditions in this agreement.
- 4.2.18. The Hirer must provide a list of all external vendors and their contact details to St Mary-at-Hill Church prior to the event.
- 4.2.19. The Hirer is responsible for ensuring appropriate supervision is provided for any children or vulnerable adults directly involved in their booking while on the premises during the hire period.

## **5. Code of Conduct**

### **5.1. Behavioural Expectations**

- 5.1.1. The Hirer, their guests, and any external vendors must conduct themselves in a respectful and considerate manner at all times while on the premises.
- 5.1.2. Any behaviour that disrupts or interferes with other activities of St Mary-at-Hill Church, its staff, or other hirers will not be tolerated.

### **5.2. Zero-Tolerance Policy**

- 5.2.1. St Mary-at-Hill Church operates a zero-tolerance policy towards harassment, abuse, or discrimination of any kind, including but not limited to harassment or abuse based on race, gender, religion, sexual orientation, or disability.
- 5.2.2. Violations of this policy will result in the immediate termination of the booking without refund, and the offender(s) may be reported to the relevant authorities.

### **5.3. Responsibility of the Hirer**

- 5.3.1. The Hirer is responsible for the conduct of all attendees and external vendors associated with their booking.

## **6. Licensing and Legal Compliance**

- 6.1. The Hirer is responsible for obtaining TENS licences for alcohol sales and PRS/PPL licences for music.
- 6.2. The Hirer must ensure compliance with all laws and avoid causing a nuisance or breaching any licences.

## **7. Damage and Liability**

- 7.1. Any damage to the venue or property caused by the Hirer or attendees must be reported immediately and will be charged to the Hirer.
- 7.2. St Mary-at-Hill is not responsible for loss or damage to personal property, which is left at the Hirer's risk.
- 7.3. **Insurance and Indemnity**
  - 7.3.1. The Hirer must have suitable insurance, including third-party liability.
  - 7.3.2. The Hirer is obligated to indemnify the Church for repair costs related to damage to the premises.

## **8. Force Majeure**

St Mary-at-Hill Church shall not be held liable for any failure or delay in performance of its obligations under these Terms and Conditions caused by circumstances beyond its reasonable control, including but not limited to:

- Natural disasters (e.g., floods, fires, earthquakes).
  - War, riots, or civil unrest.
  - Government actions, restrictions, or regulations.
  - Strikes, labour disputes, or industrial actions.
  - Power outages or failure of utilities beyond the control of St Mary-at-Hill (e.g., grid failure, external fault, etc.)
- 8.1. In the event of a Force Majeure, the Hirer will be notified as soon as reasonably practicable, and both parties will use their best efforts to reschedule the booking or make alternative arrangements.
  - 8.2. If the booking cannot proceed due to Force Majeure, the Hirer may be entitled to a full or partial refund at the discretion of St Mary-at-Hill Church, depending on costs already incurred.

## **9. Event Publicity and Marketing**

### **9.1. Use of St Mary-at-Hill Church's Name, Logo, and Images**

- 9.1.1. The Hirer must obtain explicit written permission from St Mary-at-Hill PCC before using the Church's name, logo, any other branding, or images of the Church in promotional materials or advertisements.
- 9.1.2. The use of images of St Mary-at-Hill Church requires prior approval from the PCC, and the Hirer must ensure that any such images accurately represent the venue and are used solely in connection with the event being held at the Church.
- 9.1.3 Under no circumstances may the Hirer use the Church's name, logo, or images in a way that may cause confusion or imply that the organiser owns or operates St Mary-at-Hill Church or that the PCC is endorsing the organiser, unless specifically approved by the PCC.

### **9.2. Promotional Materials**

- 9.2.1. Proofs of promotional materials must be approved by St Mary-at-Hill before publication.
- 9.2.2. Permission from the Parish Administrator must be obtained before promotional materials may be displayed on the church premises and require prior arrangement.
- 9.2.3. Advertising must clearly state the organisation responsible for the event.
- 9.2.4. Public announcements must not be made until the booking is confirmed.

## **10. Monitoring Compliance**

- 10.1. St Mary-at-Hill reserves the right to visit the venue at any time during an event to ensure compliance with these Terms and Conditions.

10.2. If the Hirer does not comply with St Mary-at-Hill's Terms and Conditions during the booking, the Church reserves the right to end the booking early without refund.