

Reg. charity no. 1128485

THE CHURCH OF ENGLAND

Terms and conditions of church hire 2023

Thank you for your interest in hiring our church; we hope you enjoy your time here and your dealings with us.

Please direct all enquiries for the hire of St Mark's church building to the Administrator as shown above or by email to <u>office@st-marks.net</u>

While we welcome the use of the church for purposes other than worship, we do ask everyone who uses the building to respect and observe its primary spiritual and religious purpose.

St Mark's Parochial Church Council (PCC) is the governing body responsible for the church and premises. It has issued the following terms and conditions; by their nature, they are legalistic, but their aim is to help ensure that your event runs smoothly and shows consideration for the hundreds of people who use the building every week. They also make clear the responsibilities that you as an organisation and we as a church have to each other.

Should you have any queries about these terms and conditions, please do not hesitate to contact the church office on (01926) 421004.

Capacity: 6 per pew in the centre aisles (total 204) although you can get more in. Most side pews will seat 3 or 4 depending on how much space you want to give people. With 3 per pew you will get 84. Some side pews have a very restricted view.

Thank you.

Application to hire

- 1. Applications should be made at least 12 weeks in advance using the form provided. The time booked must include all of the time that access to the building is required, including set-up, rehearsal, and any clearing up after the concert/event. All Hirers must adhere strictly to the times they have booked. If booking times are not adhered to, we will charge the Hirer according to the extended time.
- 2. A booking/security deposit of 25% of the total hiring cost is required to confirm the booking, payable at the time of booking and returnable after the event. The deposit is in addition to and separate from the total hiring fee and is non-refundable if the booking is cancelled within a six-week period leading up to the day of the event, or if the church building is not left in a satisfactory condition after the event. All fees are inclusive of rehearsal time on the day of the event. The total hire fees must be paid at least 2 weeks before the event by bank transfer or cheque payable to St Mark's PCC.
- 3. St Mark's PCC reserves the right to cancel the hiring at any time due to reasons beyond its control, including but not limited to fire, flood, accidental or malicious damage to the building or fixtures or fittings by notifying the named Hirer on the booking form by telephone, e-mail or by post. In such an event St Mark's PCC shall refund to the Hirer, without interest, any charges paid in respect of the hiring but shall not be liable for any other costs or loss or damage suffered as a result of the cancellation. (St Mark's PCC strongly advises any Hirer to insure themselves against any potential loss suffered as a

result of this.)

- 4. In the event that the Church is required for its primary spiritual or religious purpose during the time that it has been booked by the Hirer, St Mark's PCC reserves the right to cancel the hiring, and will give at least four weeks' notice. In such an event, St Mark's PCC shall refund to the Hirer, without interest, any charges paid in respect of the hiring but shall not be liable for any other costs or loss or damage suffered as a result of the cancellation. (St Mark's PCC strongly advise any Hirer to insure themselves against potential loss suffered as a result of this.)
- 5. The church will not be regarded as having been booked until a completed booking form and deposit cheque have been received and approved by the Administrator, and the Hirer named on the booking form has received written confirmation to this effect from the Administrator. Please be aware that the clergy and PCC of St Mark's reserve the right to refuse any application without stating reasons.
- 6. The Church is unavailable at the following times: Sunday: all day
- 7. Should the Hirer wish to tune any of the Church's musical instruments, please feel free to do so, but this must be arranged and paid for by the Hirer. The Administrator must be notified in advance of tuning arrangements and agree a time when this may take place. Please be aware that St Marks PCC reserves the right to refuse the hiring and/or tuning of a Church instrument without stating reasons. Only the following people may be used for tuning, as they have been approved to do so by the PCC and have detailed knowledge of the Church's instruments. *Please note that we do not currently have a piano*.

Organ: Tarquin Wiggins..... 02086 988899

CONDITIONS OF USE

PERMITTED USE

While the Hirer is free to use those areas of the Church that have been confirmed for use on the booking form, please do not use other parts of the building. In particular, the Hirer is **not** permitted to use:

- the Church hall complex including the kitchen, centenary lounge and upper room
- the tower, cellar and lofts
- the clergy vestry

The Hirer may ask to use the Committee Room for changing purposes or use the kitchen at the back of the church; please request this on the booking form. Please note, however, that the kitchen is not equipped for food preparation and that the Hirer will be responsible for providing glasses and any other necessary equipment. The Verger will ensure that the Church is available on the occasion and will remain in attendance until the end of the event to help ensure it runs successfully. Other rooms in the hall complex may be available – but must be hired separately and the appropriate fee paid.

CANCELLATION OF BOOKING BY HIRER

Should the Hirer wish to cancel the event, the Hirer needs to give the Church written notice six weeks in advance. If such a request is delivered not less than six weeks prior to the date of hiring then all hiring fees and deposits will become refundable. In the case of hirings which are surrendered within six weeks, the booking/security deposit is forfeited but St Mark's PCC may

decide to refund the Hirer up to 75% of any hire fees already paid. The Hirer need not state reasons for cancellation, but the reasons may affect the decision of the PCC if given. Hirers are not allowed to transfer the hiring to any other person or organisation.

ADDITIONAL EQUIPMENT

If the Hirer intends to bring to the Church premises any additional furniture or equipment or large vehicles, the Administrator must be informed. Before giving approval to any item, St Mark's will need to be supplied with the name, address and telephone number of the person who will be responsible for the furniture, vehicle or equipment concerned. Please do not use or place furniture, vehicles or equipment anywhere that has not been approved, and ensure that nothing obstructs aisles or entrances and exits. (St Mark's PCC recommend that a complete list of furniture, vehicles and equipment be provided with the booking form to avoid disappointment.)

All items must be removed at the end of the hire period.

ALL FIRE EXITS, FIRE EXTINGUISHERS AND SAFETY SIGNS MUST REMAIN CLEAR, VISIBLE AND ACCESSIBLE AT ALL TIMES WITHOUT EXCEPTION.

STEWARDS

Before, during and after the event, until the Church is clear of people in attendance, it is the responsibility of organisations using the Church to provide stewards at the exit doors, as follows:

- a) one steward to be positioned by the West Door
- b) one steward to be positioned by the South Door.
- c) one steward to be positioned by the Choir Vestry Door.

All doors must remain unlocked throughout the duration of the event. Stewards must be able to direct and control persons attending the event, and be able to open doors quickly in an emergency. They must not be distracted by other duties such as selling tickets or programmes.

CONDUCT AND GOOD ORDER

The Hirer shall be responsible for good order and conduct during the hiring and undertake to ensure the church is attended during times booked. No form of gambling, whether bingo, raffles, lotteries or the like, shall take place in the church for money prizes during the event. Please remember that it is illegal to smoke inside the building.

CARE OF FURNITURE AND FLOORS

As the church is used by hundreds of people throughout the week and is a historic building, please take every care not to damage floors, chairs and other furniture and fittings. Please do not drag goods or materials over the floor of the church or allow them to drop on the floor, and take care not to spill water or other liquids on any part of the floor, furniture, fixtures or fittings. The wooden floor of the Chancel is damaged easily, so please do not wear shoes such as stiletto heels or boots liable to damage it. Should any damage occur, the Hirer is liable for the cost of repair.

LIABILITY FOR LOSS OR DAMAGE

St Mark's shall not be responsible for any loss, or damage arising out of the hiring nor to any injury or damage suffered by persons, vehicles or equipment present on the Church premises.

The Hirer shall be held solely responsible for any damages incurred to the premises whatsoever by any persons organising, attending or in any way connected to the event either directly or indirectly as a result of the actions or negligence of those persons. The Hirer shall repay St Mark's on demand the cost of reinstating or replacing any part of the Church, or its property which is damaged, destroyed, stolen or removed during the period of hire. The Verger will check the Church before the event in the company of the Hirer. Any damage or loss of items after the event will be deemed to have arisen during the course of the hiring. Should the Church not be left in a clean or satisfactory condition, the deposit paid may be forfeited.

USE OF CHURCH EQUIPMENT AND UTILITIES

The Church's audio/visual equipment is not permitted to be used by the Hirer but if audio/visual equipment is required the Administrator will endeavour to provide one of the church technicians to assist. A charge will be made for this service. If the Hirer wishes to move any large equipment, please ask the Administrator in advance. Should the Hirer wish to move small items on the day, then please ask the Verger in attendance (small items are deemed to be those reasonably transportable within the church building by one unassisted adult). Please note that any requests made as above may be refused. Hirers are permitted to use the equipment in the Church kitchen but are responsible for any damage caused thereby. Should the Hirer wish to plug any equipment into the Church electrical supply, please seek prior approval from the Administrator.

Various Bibles, songbooks and kneelers and other Church religious property are normally kept in the Church pews. Should any be lost or damaged, the Hirer is responsible for any costs incurred.

INSURANCE

St Mark's PCC public liability insurance does not indemnify external groups hiring the church. The Hirer should ensure that public liability insurance cover is obtained and that the Church is indemnified against all claims from third parties involving injuries to persons and/or property, and also for loss or damage to the church. The Vicar, Wardens and Parochial Church Council will accept no liability for actions, claims, demands or liabilities arising out of the use of the Church.

COMPLIANCE WITH STATUTORY REGULATIONS

If the Church is used for musical, dramatic, film or any other public entertainment, or if visual aids are used, the Hirer must ensure that:

- copyrights are not infringed;
- the requirements of the Licensing Justices, where necessary, have been or will be met;
- no play, film or other performance shall be shown which is in any way offensive;
- the provisions of the Children's Act (1991) with regard to performances by children, have been, or will be, observed;
- any licences necessary under the Theatres Act 1968 and the Cinematograph Acts 1909 and 1952 have been, or will be, obtained.

CONSUMPTION OF ALCOHOL ON THE PREMISES

In the case of the consumption of alcohol it is the responsibility of the Hirer to obtain a licence from Warwick District Council at least 14 days before the date of the event and to provide the

Administrator with a photocopy at least three days before the event.

SAFEGUARDING OF CHILDREN and/or VULNERABLE ADULTS

If your activities involve children and/or vulnerable adults you must have a Safeguarding Policy and DBS certification process in place. We reserve the right to see any relevant documents.

PROGRAMME CONTENT

Please be aware that the Vicar and PCC of St Mark's reserve the right to object to any song, musical work or speech which is considered to be unsuitable for performance in a church. To avoid disappointment, please submit a copy of the programme to the Vicar and the Administrator at least two weeks before the event.

ENTRY TO AND VACATION OF THE CHURCH

Access to the Church is arranged by the Administrator, who will ensure that a Verger is provided for the event. Entry shall be in strict accordance to the agreed hiring entry time. **Please ensure that the Church is vacated by all persons attending the event within thirty minutes after the end of the function and that all articles brought to the Church in connection with the function are removed before the conclusion of the agreed hiring time**. As the building is a place of worship please ensure it is left in a clean and tidy state. If the Church kitchen is used, please leave work surfaces and sinks clean, and ensure the carpet at the back of the church is free from crumbs or other material.

COMPLAINTS

The Church hopes there should be no cause for complaint about any of the arrangements connected with the event; but do feel free to complain if there is cause to do so. Any complaint must be made in writing to the Administrator within 48 hours of the complaint arising. The Administrator will endeavour to respond swiftly and with due consideration to the complaint.

We hope you have found this document clear and understandable. Should you have any further queries about this document, your forthcoming event or the work of St Mark's, do feel free to contact the church office on (01926) 421004. We wish you every success with your event, and look forward to welcoming you.

CHURCH HIRE CHARGES 2023

BASIC HIRE CHARGE	£200.00
ADDITIONAL CHARGES	
Verger (Obligatory)	£ 15 per hour
Use of organ	£ 80.00
Heating, per hour used	£ 20.00 (for front & back)
PA system	Only to be operated by verger

25% Deposit usually around \pm 50 – to be paid at time of booking and to be returned after the event.

Church Capacity:

We recommend that the church seats 340 adults.

Note that all information provided will only be used in connection with your booking. Our Privacy Policy can be found on the website <u>www.st-marks.net</u>

ST MARK'S CHURCH - HIRE APPLICATION FORM

All bookings accepted are subject to the terms and conditions of hire attached. Please read the conditions carefully and then complete this form in BLOCK LETTERS and return to the administrator at St Mark's office, St Mark's Church, Rugby Road CV32 6DL, or office@st-marks.net

Hirer's name:	
Email address	
Full address	
Telephone no.	
Organisation	
Date of hire	
	Time Concert starts
Reason for hire	
ROOMS REQUIRE Committee Room	D (Please tick as appropriate) Church kitchen
If you require other office.	rooms these must be booked separately – forms available from the church
	RED (Please tick as appropriate). This must be finalised 4 weeks before the ay not be able to accommodate changes after this date.
Organ	
PA System	Please let us know how many microphones you will need
Screens/Cameras _	Details:
Heating (Essential i	n Winter and Spring months)
	lerstand and accept the conditions of hire, agree to abide by them sit of
SIGNED	PRINT NAME
DATE	