

Terms and Conditions for space hire

1. Definitions

Unless the context otherwise requires the following terms shall have the meanings listed:

“Client” – The organization or person making a Hiring;

“Premises” – The whole of the property of St Mary’s Church including the Crypt, Neighbourhood Centre, the forecourt and the church yard;

“Space” – the room or rooms covered by the Hiring;

“Hiring” – the use of the space under the Client’s booking from the moment it starts until everyone participating has left the premises.

2. Payments

- a. Full payment for the Hiring and the damage deposit are due and payable by St Mary’s before the date of the Hiring. If any part of these is not paid the Hiring may not be permitted.
- b. The damage deposit will be refunded, less the costs attributable to any damage during the Hiring, within 7 days of the end of the Hiring.

3. Cancellation

- a. If more than one month’s notice is given of cancellation all monies paid will be repaid or at the Client’s option credited against another hiring. If less than a month but more than 7 days’ notice is given then 20% will remain due and, if not already paid, be payable immediately. Any balance may at the Client’s option be repaid or treated as a credit for another booking. If notice of cancellation is less than 7 days before the Hiring the full payment for the Hiring is payable and if already paid will not be returned or credited.
- b. St Mary’s reserves the right to cancel any Hiring without notice if any sum due has not been paid or if the terms of any Hiring by the Client or of any agreement for the use of keys or fobs or for security of the Premises have been breached in any material way. St Mary’s may also cancel any Hiring without notice if it is concerned about how the Space might be used or for any other reason at its discretion. If for any reason the Space is not available St Mary’s may substitute similar accommodation in satisfaction of its obligations.

4. Use of the Space and the premises and general matters

- a. During the Hiring the Client and its visitors have the right to use the lift, the toilets and the usual access ways to and from the Space. Unless specifically agreed the use of and access to the kitchen is not permitted.
- b. The Client is responsible for anything done within the Space or done by any visitor to the Hiring on the Premises, during the Hiring.
- c. All activities on the Site shall be consistent with St Mary’s Values and within its policy guidelines.
 - d. No part of the Premises may be used for worship, but religious cultural events are allowed with prior agreement of St Mary’s.
 - e. No Licensee is permitted to use the Premises for worship except those that are both on the list of ‘Churches designated pursuant to the Church of England (Ecumenical Relations) Measure 1988, and are approved by the Vicar of St Mary’s Islington.
- f. At all times during the Hiring there must be a person over the age of 18 in the Space or on the Premises who is responsible for all activity in the Space. Such a person must be fully aware of the responsibilities regarding these terms and conditions, health and safety, safeguarding and evacuation in an emergency. Any incidents, accidents or near misses must be reported as soon as possible to the site staff and dealt with in accordance with St Mary’s policies.
- g. No signs or notices may be displayed at the Premises without prior agreement of St Mary’s.
- h. No alcohol may be brought or sold or consumed onto the premises without prior agreement of St Mary’s.
- i. No substance which is illegal (including drugs) may be brought onto the premises.

- j. Nothing done in the Space or on the Premises during the Hiring shall cause any nuisance, damage, disturbance, annoyance, inconvenience, abuse or interference to the Premises or other users of the Premises or St Mary's staff or to owners, occupiers, or users of adjoining or neighboring property.
- k. St Mary's does not accept liability for the loss or damage to any person or property on the Premises in connection with the Hiring except for anything caused by the direct negligence of St Mary's or a member of its staff. Any such loss to property is limited to a maximum of £100 per item or £2,500 in total.
- l. No filming, video or recordings may be undertaken other than for the private use of the Client except with prior agreement of St Mary's.
- m. No animals, other than service animals, may be brought onto the Premises without prior agreement of St Mary's.

5. The end of the Hiring

- a. The Space will only be available from the time the Hiring starts and the Space and the Premises must be completely vacated by the end of the period of the Hiring. The Space must be left tidy. Any waste must be removed or placed in the bins provided. Any waste that requires special disposal arrangements (e.g. helium cylinders) must be removed from the premises and disposed of by the Client. If any such items are left the Client will be charged for their disposal.
- b. Any St Mary's equipment (such as tables and chairs) used by the Client must be replaced in the storage provided safely and any property of the Client or its visitors removed from the space.
- c. If during the Hiring, there is any damage caused to the Premises or any St Mary's equipment the cost of repair or replacement shall be paid by the Client. St Mary's shall notify the Client of such damage within 7 days of the end of the Hiring with an estimate of the costs attributable.
- d. On leaving the Space all lights should be switched off, gas and electric appliances turned off and left safe, windows closed, and room doors locked and the main door to the Premises properly closed.
- e. Any keys to the Premises (which will only be issued against a deposit and signature of a key form) must be returned.
- f. If during the Hiring St Mary's becomes aware of breaches of these terms it may cancel the Hiring and the Client and all persons shall immediately leave the premises.

6. Extras and changes to these terms

- a. Any variation of these Conditions, or any agreement under them, is only effective if recorded in writing (including email) signed by a representative of St Mary's.
- b. Additional equipment may be hired for use during the Hiring. This will be recorded in writing (including email) signed by a representative of St Mary's.

7. Safeguarding and other legislation

- a. The Client must ensure that nothing is done on the premises which is not lawful or which might cause St Mary's insurance to be invalidated.
- b. If during the Hiring, children or vulnerable people will be present, the Client is responsible for ensuring that appropriate safeguarding policies are in place. If requested, St Mary's will be supplied with copies of the Client's safeguarding policies. If these are considered not to be satisfactory the Hiring may be cancelled.