TERMS AND CONDITIONS OF HIRE

Preamble

A1. Great St Mary’s, the University Church, provides a varied and diverse ministry to both the City and the University of Cambridge. The Church is a place of worship and pilgrimage for visitors from all over the globe.

A2. The Church’s facilities and buildings are available for hire by external organisations. These Terms and Conditions set out the standard terms upon which such user is permitted.

A3. You are respectfully requested to bear in mind that the Church is first and foremost a house of prayer and to treat it with the appropriate degree of dignity and reverence.
Bookings

User of the Church

B1. User of any facilities or premises of the Church is only by Our permission. We reserve the right to reject any proposed booking at Our sole discretion.

Confirmation of bookings

B2. Any proposed booking shall remain provisional until We elect to confirm such booking.

B3. No booking shall be confirmed until We have received copies of the completed booking application form and these Terms and Conditions, both of which must be signed by You.

B4. No booking shall be confirmed more than one year in advance of the proposed date.

B5. No booking shall be confirmed unless notice of Our permission under clause B1 is communicated to You.

Payments

B6. You shall remit to Us on or before the date of any confirmed booking such fees (as set out in the Schedule of Fees and Charges from time to time established by Us) as apply to that booking.

B7. You shall pay to Us such other fees, charges and monies as may arise herein.
Cancellations

By Us

C1. We reserve the right to cancel any booking forthwith and without any liability on Our part in the event that You fail to perform any of Your obligations hereunder.

C2. You shall have failed to perform if inter alia:

(1) You fail to pay to Us any sum of money payable to Us (whether hereunder or not) on the due date;

(2) the event is presented or conducted by You other than in accordance with the arrangements specified herein.

C3. If for any reason beyond Our control (including but not limited to strike, labour dispute, accident, riot, civil disobedience, act of war, act of terrorism, act of God, fire, flood, extreme weather event, calamity or other emergency condition) We are unable to perform Our obligations hereunder, such non-performance is excused and We may terminate the Contract forthwith and without any further liability on Our part of any nature. We may at Our sole discretion refund to You some or all or none of any monies that may have been paid by You to Us hereunder.

C4. We may at Our sole discretion elect to terminate the Contract forthwith and without any further liability on Our part of any nature, for any reason outwith the scope of clauses C1 and C3. Our non-performance shall be excused upon re-imbursement of any sums paid by You to Us hereunder.

C5. In no event shall We be liable for consequential losses or expenses of any nature which may rise due to Our cancellation of a booking.

By You

C6. You may cancel a confirmed booking by giving notice signed by You to the Management. We may at Our sole discretion refund to You some or all or none of any monies that may have been paid by You to Us hereunder.
Period and nature of user

Period of user

D1. If Your event exceeds the period of time agreed herein – causing a conflict with another event – and, despite You being informed of this in person or otherwise by Our staff, does not end then We reserve the right to enter the premises and end Your event forthwith. You shall remit to Us full payment for any associated costs that We may incur.

Nature of user

D2. You shall make full and frank disclosure of the character and quality of the proposed event to Us on the Booking Application Form.

D3. The fact that We are a party hereto does not in and of itself mean that We endorse or support the meeting programmes or content of any event held on Our premises.

D4. You shall be required to obtain Our permission in advance for all photography, filming and videotaping proposed within Our premises. You shall not grant broadcasting, recording or filming rights without Our prior consent, which must be signed by the Management.
Responsibilities of the Church

E1. **We** shall provide to **You** and persons attending **Your** event such accommodation, facilities, furnishings and services as may be specified hereunder for the period of time agreed herein.

E2. **We** reserve the right to exclude or eject, at **Our** sole discretion, any persons from the event or the premises (including any person engaged by **You** to provide duties, services, goods or entertainment) and **You** will be liable for any liability arising thereby.
Responsibilities of the Hirer

Conduct

F1. Without prejudice to any provision herein, You shall ensure that the event of conducted in an orderly fashion without causing a nuisance and in full compliance with the directions of the Management and Our staff and conform to all applicable laws, rules and regulations.

Supervision of events

F2. You shall be in attendance for the entire duration of Your booking or shall nominate a Custodian agreeable to Us who shall attend in Your absence.

F3. You must appoint Stewards in accordance with Our health and safety policies as amended from time to time.

F4. You shall ensure that You, all Stewards and any Custodian are familiar with and comply with any fire regulations and all policies relevant to the booking, including but not limited to: health and safety; data protection; equal opportunities; the protection of children and vulnerable adults; drugs; and information technology. In particular, You or any Custodian shall ensure that the maximum capacities that apply to Your event are adhered to.

F5. You shall ensure that all doors and windows are kept secured, fastened and locked at all times where so directed by Our staff.

Health and safety

F6. You shall be responsible for the health and safety of all persons present on the premises during Your booking. In the event of any member of Our staff being injured by You or by anyone attending Your event, You shall be liable for any claims arising.

F7. We exclude to the fullest extent permitted by law all liability for any harm, damage, death or personal injury that may occur to You or any person attending Your event if this occurs in a part of the premises that has not been made available for Your use hereunder.

F8. You or any Custodian shall provide such information to those I attendance as may be reasonably required to ensure their health and safety, including but not limited to fire risks and evacuation procedures.
**Fire prevention**

F9. You shall not bring any inflammable, noxious or dangerous items onto the premises without Our prior consent, signed by the Management.

F10. You shall not permit or allow the use of any naked flame or other items that burn (including incense sticks and candles) without Our prior consent, signed by the Management.

F11. Smoking is absolutely prohibited in all parts of Our premises, including both the buildings and the gardens.

**Copyright**

F12. You shall not infringe any copyright or allow any copyright to be infringed during Your booking.

F13. Where a booking involves the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists prior to the commencement of the booking in anyone other than the performer or speaker, You will obtain the consent of the owner of the relevant copyright and will pay all composers’, authors’, publishers’ and other charges or royalties which may be payable, subject to clause F14.

F14. We shall be responsible for payment of any charges due to the Performing Rights Society in respect of Your booking as long as you have complied with the policies of the booking in respect of this. We will charge to and recover from You any sums paid by Us pursuant to this clause.

**Publicity**

F15. You shall ensure that nothing is fixed without Our prior consent to the floors, walls, ceilings or any other interior or exterior part of Our premises by means of nails, screws, drawing pins, blue tack, glue or otherwise.

F16. No posters, boards, signs, flags or other emblems or advertisements are to be displayed inside or outside any part of Our premises without Our prior consent.

F17. You shall ensure that no advertisement for Your event is fly-posted in contravention of the Town and Country Planning Act 1990 or the Highways Act 1980.

**Equipment**

F18. You may not bring any equipment, furniture or electrical goods onto Our premises, or use the same, without Our prior consent, signed by the
Management. **You** shall at **Our** requires produce such safety certificates as may apply.

F19. **We** accept no responsibility for any equipment provided by or for **You**, or on **Your** behalf. **We** do not accept responsibility for any items lost or mislaid on **Our** premises. All items are stored at **Your** risk.

F20. Any items that remain uncollected within 24 hours of the end of **Your** booking may be disposed of unless arrangements to the contrary have been made hereunder. **We** may at **Our** sole discretion charge to and recover from **You** any expenses incurred by **Us** for the disposal or storage of the same.

F21. **You** may not alter the layout or appearance of any furniture or part of **Our** premises without **Our** prior consent.

F22. **You** shall be responsible for setting up, moving and clearing away all equipment, including furniture and platforms, whether provided by **Us** or provided by **You**.

F23. **You** shall ensure that no heating, lighting, power or other electrical fittings or appliances are altered, moved or in any way interfered with during **Your** booking.

F24. **You** may operate the PA system and vary the lighting levels, but may not adjust the basic operational settings of either system. Any such adjustments shall be undertaken only by **Our** staff.

F25. **You** shall ensure that no persons are present in the West Organ Loft with the exception of any organists (and their assistants) who have been notified to **Us** in advance.

**Refreshments**

F26. **You** shall not permit the provision or sale or consumption of any food or drink on **Our** premises during **Your** booking without **Our** prior consent.

F27. **You** shall comply with all licensing requirements pursuant to the Licensing act 2003 in relation to the provision or sale or consumption of any alcoholic liquor or beverage.

F28. **You** shall not permit any sweepstake, raffle, tombola, lottery or any other form of gambling to take place on **Our** premises during **Your** booking, except a lottery which:

(1) is lawful under the Lotteries and Amusements act 1976;

(2) has been granted **Our** prior consent, signed by the Management; and

(3) is conducted strictly in accordance with the statutory provisions.
Cleaning and waste

F29. **You** must ensure that all litter is removed from **Our** premises or placed in such receptacles as may be provided for this purposes by **Us**. **You** shall have sole responsibility for the disposal of any and all industrial or hazardous waste.

F30. **We** may at **Our** sole discretion require that **You** reimburse **Us** for any expenses that **We** may incur during the course of any cleaning, waste removal or other works that **We** may require to be undertaken subsequent to **Your** booking.

F31. **You** shall ensure that all furniture and other items belonging to **Us** are returned to their proper place.

Insurance

F32. **You** must effect and maintain public liability insurance, with a minimum indemnity of £1million, which will indemnify **You**, **Your** contractors and **Us** against any claims, costs, proceedings, charges and expenses incurred in respect of any injury to any person or loss of or damage to property that occurs whilst **You** or **Your** employees, guests or contractors are on or about **Our** premises. **You** shall produce to **Us** at **Our** request the policy of insurance together with evidence of the payment of the appropriate premia.

F33. **You** acknowledge that any objects, equipment, furniture, stock or other property of any sort brought onto **Our** premises by **You** or **Your** guests will remain under the control and care of **You** or **Your** guests and that **You** are responsible for insuring such property. **We** exclude to the fullest extent permitted by law all liability for any harm, damage, injury or loss that may occur to such items.

Damage

F34. **You** shall take all reasonable precautions to ensure that no damage occurs to **Our** property or the property of **Our** staff. In the event of any damage, injury, harm or other loss occurring, **We** reserve the right to render **You** liable for the replacement or repair of any or all property damaged.

F35. **You** shall notify **Us** immediately if any damage is done or any person is injured.
Miscellaneous provisions

Notices

G1. All notices, requests, claims, demands, consents, permissions and other communications between You and Us shall be in writing.

G2. Where clause G1 applies, they may be given:
   (1) by delivery to:
       (a) the address of the relevant party hereto specified herein; or
       (b) an address that the relevant party hereto may request hereunder,
           either in person or via registered first class post; or
   (2) via electronic mail to such address as the relevant party hereto may request hereunder.

G3. Where clause G1 applies, they shall take effect upon receipt by the party to whom they are directed, with the exception of communications given by registered first class post where the postal rule shall apply.

Binding effect

G4. This Contract shall be binding upon and inure to the benefit of You and Us and Your heirs, executors, administrators, successors and permitted assigns and Our heirs, executors, administrators, successors and permitted assigns.

G5. We and You are independent contractors to each other. Nothing herein shall be construed so as to create a partnership, joint venture or agency relationship between You and Us.

G6. Where two or more persons or organisations are named as the Hirer herein, they shall be liable jointly and severally hereunder.

Third parties

G7. You may not assign, alienate or otherwise transfer any benefit hereof by operation of law or otherwise.

G8. You may not sub-hire any part of Our premises.

G9. We may assign, alienate or otherwise transfer any benefit hereof and any of Our rights, interests or obligations hereunder, upon giving notice to You.
G10. Nothing herein confers or purports to confer on any third party any benefit or any right to enforce any term hereof.

Choice of law

G11. This Contract shall be governed, construed and enforced according to English law and the Courts of England shall have sole jurisdiction in any dispute that may arise.

Remedies

G12. Your or Our failure to exercise or delay in exercising any right, power or privilege hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof. A waiver shall not be effective unless it is in writing and signed both by You and by the Management.

G13. The rights and remedies hereunder are cumulative and do not exclude any rights, remedies, powers or privileges that may otherwise be available to the parties hereto.

G14. We shall have no duty to mitigate the amount of any payment provided for herein that You may be required to make to Us hereunder.

Severability

G15. The invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

G16. Each provision hereof shall be valid and enforceable to the fullest extent permitted by law and any invalid, illegal or unenforceable provision shall be deemed replaced by a provision that is valid and enforceable and which comes closest to expressing the intention of the invalid, illegal or unenforceable provision.

Variation and alteration

G17. No provision hereof shall be varied or altered unless such variation or alteration is notified to each party hereto. Any such notice shall be ineffective unless signed by the Church Manager.
Assurances

G18. You shall execute such further documents and do any and all such further things as may be necessary to implement and carry out the intent of the Contract.

Interpretation and construction

H1. The entirety of the Contract between the Church (‘We’, ‘Us’, ‘Our’) and the Hirer (‘You’, ‘Your’, ‘Yours’) shall be comprised of:

(1) these Terms and Conditions of Hire;
(2) the countersigned Booking Application Form; and
(3) the Schedule of Fees and Charges

to the exclusion of all other terms and conditions and supersedes all prior agreements, representations and understandings of the parties, written or oral.

H1. The sections headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

H2. Herein:

(1) ‘the Church’ means the Church of St Mary the Great Cambridge, and ‘premises’ likewise;
(2) ‘Management’ means the Church Manager or the Parish Administrator;
(3) ‘Hirer’ means any person, persons or the representative of any organisation named as such in a Booking Application Form that has been submitted to the Church.

H3. Herein:

(1) the masculine shall include the feminine and vice versa; and
(2) the singular shall include the plural and vice versa

unless the context requires otherwise.

H4. Unless expressly provided otherwise, all references herein to days or years shall mean calendar, not business, days or years.
H5. The words ‘herein’, ‘hereof’, ‘hereunder’ and other compounds of the word ‘here’ shall refer to the entire Contract and not to any particular provision thereof.

H6. The language herein shall be in all cases construed according to its fair meaning. In the event of ambiguity, We shall be entitled to be given the benefit of the doubt.

Signed by....................................................................................................................

On behalf of......................................................................................................................

Date............................................................................................................................