



## **Introduction**

St Mary's is owned and managed by Cheshire West and Chester Council. Qwest run the bookings.

St Mary's is housed in a decommissioned Church. It is a Grade 1 listed historic building, and users are expected to be sympathetic to its beauty and atmosphere and to accept any limitations this imposes.

By hiring St Mary's, you agree to abide by the Conditions of Use in this document

### **1. Application**

- 1.1 All applications to hire the premises must be submitted in writing on the appropriate booking form.
- 1.2 Bookings will be confirmed on receipt of the *Booking Form, Responsible Person, proof of Public Liability insurance (and Risk Assessments / Alcohol form depending on your event)* documents.
- 1.3 No person under the age of 18 years may hire the premises.

### **2. Use of the Premises**

- 2.1 St Mary's may not be used for any purposes except for that specified in the Booking Form.
- 2.2 The hirer is directly responsible to the Cheshire West and Chester Council for the proper and agreed use of the premises.
- 2.3 The hirer will not sub-let or sub-hire the premises or any part of it without written permission from Cheshire West and Chester Council.

### **3. Booking Period**

- 3.1 A building support officer (BSO) will meet you at St Mary's to open up for your event at the access time stated on your booking form. If the access time changes please inform Qwest as soon as possible to allow them to reschedule the officer's visit.

- 3.2 The booking period must include the time required to set up and take down an event and associated equipment and clean up after your event.
- 3.3 The premises must not be used for a longer time than the booking period. Cheshire West and Chester Council will make an additional hire charge for any excess period.
- 3.4 In the event of your event over-running and the BSO having to wait around for longer than expected to lock up (eg your event over-runs / your clean up time hasn't been factored in) CWAC will extend the hire charge time and reserves the right to recharge you for the BSO call-out time.

#### **4. Charges**

- 4.1 Please note that periodically the hire charges will be adjusted. This would be brought into affect with a months notice. All bookings would be subject to the new pricing policy.
- 4.2 Hires will be invoiced for after the event.
- 4.3 CWAC reserves the right to levy additional charges as described in this Conditions of Use document.

#### **5 Capacity and Layout**

- 5.1 The layout of the building should be agreed prior to the event on the booking form. The building will be set up according request. Please contact the Qwest Team of any ammendments are required.
- 5.2 The number of people in the building at any one time must not exceed 200 (this includes all attendees, including performers, audience, staff and volunteers). Please note: 200 chairs are available in the building (10 chairs have arms). The regular building layout supports the seating of an audience of 146 in the nave.
- 5.3 Isles / exit routes must be kept at 1m wide to support the easy exit of attendees in the event of an evacuation.

#### **6. Safety**

- 6.1 Use of the site by the hirer when under the influence of alcohol or substance abuse is strictly forbidden and the hirer will be asked to leave the site immediately.
- 6.2 Hirers are fully responsible for their own event, participants, audiences and activities. They shall make all necessary arrangements to ensure the orderly nature of the

event, adequate protection of the buildings, grounds and equipment. Where loss or damage has occurred, CW&C reserves the right to invoice the hirer for this.

- 6.3 If the event is a performance, there is electrical equipment being used, there is catering and or the alcohol licence is to be used then a Risk Assessment and Event Schedule should be undertaken. For information about writing event plans and risk assessments please visit <https://cheshirewestandchester.gov.uk/residents/leisure-parks-and-events/arts-and-festivals/running-an-event/running-an-event.aspx>
- 6.4 The Hirer will appoint a Temporary Responsible Person (TRP), they should be fully aware of the 'Temporary Responsible Person' document. They will be responsible for the health and safety of persons attending their event, making them aware of what to do in the event of a fire evacuation. Whenever there are people in the building, fire doors will be unlocked and two stewards must be provided by the hirer to support an evacuation.
- 6.5 All exits must be kept free
- 6.6 If the smoke and fire detectors are to be made inactive for your event to allow for a haze machine or similar this must be requested in advance. The TRP and two stewards must be aware of the location of the call point to enable them to trigger an alarm in the event of a fire as the detectors are inactive.
- 6.7 No smoking is permitted in the building **or within the grounds at any time**, and it is the organiser's responsibility, in association with the Building Support Officer, to ensure this rule is observed.
- 6.8 No naked flames eg candles may be used in the building

## **7 Safeguarding children, young people, and adults at risk**

- 7.1\_ The Hirer must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation eg The Care Act 2014
- 7.2 When requested, the hirer must provide us with a copy of their Safeguarding Policy and evidence that they have carried out relevant checks through the Disclosure and Barring Service (DBS).
- 7.3 In the event of a hirer not having their own policies they should adhere to the CWAC safeguarding principles and procedures. [Adult Safeguarding Procedures January 2022 \(cheshirewestandchester.gov.uk\)](https://cheshirewestandchester.gov.uk) [Welcome to the Cheshire West and Chester Safeguarding Children Partnership Online Procedures \(proceduresonline.com\)](https://www.proceduresonline.com)

- 7.4 All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported. Click on the link for further information on how to report a safeguarding concern [Here](#)
- 7.5 If any performances or productions in St Mary's involve children (from birth to when they leave compulsory schooling) they may need:
- chaperones
  - a performance licence or to be approved by the local authority. Please note this includes modelling and performance eg dance, drama, filming, fashion shows.

For further information visit [Child licensing | Cheshire West and Chester Council](#)

Please contact the child licensing team for advice [childlicensing@cheshirewestandchester.gov.uk](mailto:childlicensing@cheshirewestandchester.gov.uk) The team need 21 days notice for any approvals or licences.

- 7.6 The Counter Terrorism and Security Act 2015 places a legal duty on CWAC to 'have due regard to the need to prevent people from being drawn into terrorism.' In response to this the following hirers, events or performers (inc speakers etc) are not accepted at St Mary's Creative Space.
- Those with links a terror group or organisation (as designated by the UK Government). [Proscribed terrorist groups or organisations - GOV.UK \(www.gov.uk\)](http://www.gov.uk)
  - Events whose subject matter might cause distress (particularly if both sides of an argument are not represented).
  - Those that incite hatred, intolerance, violence or encourage law breaking.
  - Those that promote acts of terrorism.
  - Those with a recent history of controversy in relation to terrorism or causing distress.
  - Those who's events might be a reputational risk for CWAC
- 7.7 If concerns are raised about a hire CWAC will request additional information about the hire in order to satisfy itself that it does not contravene the above clauses.
- 7.8 If an event may be seen as controversial, hirers may be made to put additional measures in place eg:
- Ensure the event is ticket only (with ID)
  - Include satisfactory security arrangements

- Impose an alcohol ban
  - Restrict numbers
  - Share scripts, event materials, running orders 4 weeks in advance
- 7.9 If a hirer or audience member has concerns about an event they should review this link to see advise about how to report it [Other types of concerns \(cheshirewestandchester.gov.uk\)](#) as well as reporting it to [stmarys@cheshirewestandchester.gov.uk](mailto:stmarys@cheshirewestandchester.gov.uk)
- 8 Decoration**
- 8.1 The use of nails or similar fastenings are not allowed into any floors, walls, pillars or partitions as this is a Grade 1 listed building.
- 9 Advertisements**
- 9.1 No advertisements or posters shall be put up, without prior agreement from Cheshire West and Chester Council, either inside or outside the building. The use of nails or similar fastenings are not allowed into any floors, walls, pillars or partitions as this is a Grade 1 listed building.
- 10 Electrical Equipment**
- 10.1 The hirer shall ensure that any electrical equipment brought into the premises has a valid Portable Appliance Testing (PAT) Certificate. Appliances without a valid certificate may not be used on the premises.
- 11 Care of the Building**
- 11.1 Please ensure that the building and contents are left in the same condition that you found them eg the building should be left clean and tidy.
- 11.2 Please protect surfaces during use eg if you are running craft activities surfaces should be protected from paint and glue etc.
- 11.3 Please use the Exit Checklist as you leave the building – this is emailed to you as part of your booking confirmation and a laminated version of this is in the kitchen.
- 11.4 If you are using the Kitchen facilities these must be left in a good condition; all cups, saucers, teapot etc must be washed and put away in the cupboard ready for the next hirer. (Please bring your own cloths, tea towels and washing up liquid.)
- 11.5 If you are likely to produce excess rubbish please bring bin bags with you. On exiting please empty the bins and take your rubbish away with you for disposal at home or

at a local tip (St Mary's does not have a commercial bin outside the building for the disposal of rubbish).

- 11.6 Please take any empty glass bottles to a recycling centre, there isn't the facility within St Mary's or its surrounds to recycle glass.
- 11.7 No items should be left in the building without the permission of Cheshire West and Chester Council.
- 11.8 Qwest and CW&C reserve the right to charge a minimum £50 penalty for removal of rubbish or additional cleaning if the venue has not been left clean and tidy and in a reasonable state for the next user (in accordance with the Exit Checklist).

## **12 Damage to or loss of property**

- 12.1 The Council does not accept responsibility or liability for any damage to, or loss of, any property or articles or things whatsoever, placed or left in the premises or any part thereof, by a user however such loss or damage may be caused or sustained.
- 12.1 The Council has the right to recover any monies for replacing or repairing equipment belonging to the Centre used by the hirer during the hire and damaged by the hirer.

## **13 Liability for Damage / Injury**

- 13.1 The hirer shall be liable for all loss, damage or injury, however caused other than by the negligence of the Council or its officers or servants, during the period of hire, to the building or any article or thing belonging to the Council the full amount necessary to repair or, if necessary, to replace the same and also any contingent loss the Council may sustain through their inability to let the building during the time necessary to make good the loss, damage or injury.
- 13.2 The Hirer shall also indemnify the Council against all claims for damage or injury caused, other than by the negligence of the Council or its officers or servants, during the period of hire, to third persons or the property of third persons. The hirer is advised to take out his/her own insurance to provide the requisite cover.
- 13.3 The Council has the right to recover any monies used for restoring that part of the Centre used for the hire to a good state of repair/cleanliness.

- 13.4 The Council will not be responsible for loss or damage caused to or suffered by the Hirer on account of any failure of lighting, heating or other equipment of the premises and no compensation will be paid.
- 13.5 Public Liability Insurance: It is the hirer's responsibility to ensure they have their own public liability insurance to hire the building. Not for profit groups should have a minimum indemnity of £5m. Commercial organisations should have a minimum indemnity of £10m.
- 13.6 Proof of PL should be submitted with your booking form (if you are a frequent user this can be done annually).
- 13.7 Attendees of events/activities organised by the hirer are not covered by Cheshire West and Chester Council's insurance for any incidents occurring as a result of the hirer's negligence.
- 13.8 Cheshire West and Chester can arrange for a Public Liability policy to be issued to cover the user's legal liability when using St Mary's. Please contact the Insurance Team in advance of the hire to arrange this. You should contact the team on [cwcinsuranceteam@cheshirewestandchester.gov.uk](mailto:cwcinsuranceteam@cheshirewestandchester.gov.uk) They will request some event information in order to provide cover. A fee of 10% of the total hire charge will be requested to cover this.
- Please note: this policy can only be extended to individuals and not formalised groups/societies/companies who should have their own insurance cover in place. Cover is not in place until you have received confirmation from the Insurance Team.
- 13.9 If you are bringing in electrical equipment or catering for your event then a Risk Assessment should be completed and submitted along with your booking form. If the risk is deemed to be high for your event Public Liability of £10m may be requested by CW&C (through discussion with the User).

## **14 Premises Licence**

- 14.1 St Mary's operates under a Premises Licence, including supply of alcohol (more info about the Premises Licence is below). If your event is selling or supplying alcohol then you must also comply with our Sale of Alcohol Policy for St Mary's.
- 14.2 The Premises Licence covers events from Mon – Sat. Under the licence events must be finished and the building exited by 12 midnight and alcohol must be finished by 11.30pm. However we expect most events to finish by 10.30pm. If you want to run your event beyond 10.30pm please get in touch.

- 14.3 For events with performance or alcohol on a Sunday a TEN (Temporary Event Notice) must be applied for by the hirer.
- 14.4 Alcohol should only be consumed on the premises (further conditions around the sale of alcohol can be found in our Alcohol Policy).
- 14.5 In the event of the premises being required for the presentation of a play, concert, dance or other live performance, the hirer shall conform to all conditions of the Premises Licence.

#### **14 Performing Rights and Recorded Music**

- 14.1 St Mary's holds PRS and PPL licences - These allow royalties to be paid to artists when their music is performed or played.
- 14.2 In order to comply with the PRS and PPL licence for the use of music at St Mary's **hirers whose event includes music will need to provide additional information within two weeks of the event:** type of music played (classical, popular etc) / live or recorded / audience size / box office figures within two weeks of the event. If performers are only playing their own compositions, just tell us this, no other information is required.
- 14.3 The subsequent PRS / PPL licence fee payable will be recharged to the hirer. If you would like further information about this please contact [emma.knight@cheshirewestandchester.gov.uk](mailto:emma.knight@cheshirewestandchester.gov.uk)

#### **15 Television Licence**

- 15.1 Please note that St Mary's does not have a Television Licence.

#### **16 Noise Mitigation**

- 16.1 Please be aware that sound does carry beyond the venue and St Mary's is sited in a residential area. St Mary's has very close neighbours and we expect hirers to show consideration to the local residents. Event noise should be kept to a reasonable level, including on leaving the building in the evening.
- 16.2 Events that include amplified music should nominate a team member to do outside checks around the building, St Mary's Hill and Shipgate St to see if their event is likely to be causing a disturbance to neighbours and if necessary turn down amplifiers.
- 16.3 During an event with amplified or loud music the doors should be kept shut during the performance to reduce sound leakage. The glass doors can be set to close, they will still open manually (please be aware that this reduces accessibility and measures may need to be taken to support some attendees).



- 16.4 In the unlikely event of any complaints on the day a professional, common sense approach and friendly, constructive dialogue is greatly appreciated.
- 16.5 Events and activities should take place inside St Mary's and not spill out into its grounds or the surrounding area to avoid creating a disturbance to neighbours.
- 16.6 Audiences and participants should be discouraged from gathering in groups around the site before, during and after events.
- 16.7 Please be aware that failure to avoid causing a disturbance to nearby residents, through excessive volume or playing outside the allotted performance time, may result in hirers being unable to use the facility again.

## **17 Parking**

- 17.1 There is no parking within the immediate vicinity of St Mary's and limited vehicular access. Please ask audiences/participants to use local car parks when they visit St Mary's, rather than the local roads or resident parking bays. The Castle Square car park can also be used as a pick up / drop off point. (Castle Square car park is also available for public parking Mon – Fri after 3pm, Sat and Sun £5 to park until 3pm, free after 3pm.) Little Roodee is another local car park.
- 17.2 Please ensure that if you have parked at St Mary's to load / unload that you remove your vehicle for the period of public access of the building.

## **18 Accidents**

- 18.1 There is a first aid kit in the kitchen for the treatment of minor injuries.
- 18.2 If there has been an accident or near miss (relating to the building and its contents) during your hire please report this on an accident form - available in the kitchen. Please return the completed form to Arts and Festivals Team, CW&C, HQ, 58 Nicholas Street, Chester, CH1 2NP. Or scan and email the form to [artswest@cheshirewestandchester.gov.uk](mailto:artswest@cheshirewestandchester.gov.uk) This will then be reported to the Health and Safety Team.

## **19 Exiting**

- 19.1 On leaving it is the role of the Temporary Responsible Person to make sure that the doors and fire exits are securely locked, any electrical appliances have been switched off and the building is left clean and tidy. Please refer to the Exit Checklist.
- 19.2 If you have been asked to pull the door closed please test that it is locked before you leave the site.

## **20 Cancellation**

- 20.1 Event cancellation by the Hirer 14 days or less prior to the event will require the Hirer to pay 50% of the Booking fee. Event cancellation by the Hirer 24 hours or less prior to the event will require the Hirer to pay the full Booking fee.
- 20.2 Your booking may need to be cancelled in the event of the building being needed by CW&C Council for certain occasions eg in the event of an Election or a Major Incident response.

## **21 Maintenance Access**

- 21.1 Please be aware that in the event of maintenance having to be carried out on the building workmen may need to be present during your activity. Cheshire West and Chester Council and Qwest will endeavour to ensure as little disruption as possible.

## **22 Suitable events**

- 22.1 Please note that St Mary's is building a with a reputation for well run events and Cheshire West and Chester Council reserve the right to refuse bookings from hirers that have not complied with the conditions of use on previous occasions.
- 22.2 St Mary's is not suitable for hire for private parties in the evening or club / DJ night or rock music.

## **23 Privacy Policy**

- 23.1 Cheshire West and Chester Council take your privacy seriously and will only use the personal information provided in the booking form to support and arrange your hire of St Mary's and to invoice for your hire of St Mary's. Your information will be accessed by Cheshire West and Chester Council and Qwest (who provide business support to CWAC) and any contracted support for the running and programming of St Mary's.
- 23.2 We will not pass your contact details on to any other third parties. Please visit <https://stmaryscreativespace.co.uk/privacy/> to see a copy of our privacy notice for St Mary's.

## **24 Animals in St Mary's**

- 24.1 No animals are allowed into St Mary's unless they are assistance support for an attendee of St Mary's.
- 24.2 No animals are allowed into the kitchen.

24.3 Animal hair must be vacuumed up and any accidents cleaned and sanitised immediately.

### **Premises Licence**

St Mary's holds and operates under a Premises Licence for Performance of Dance, Live Music, Recorded Music, a Play; Entertainment of a similar description, Exhibition of a Film and supply of Alcohol on the premises between Monday and Saturday. The user must comply with the provisions of the licence and a copy is available for inspection.

Activity outside of these times may require a Temporary Event Notice (TEN), which the hirer would be responsible for applying for. Please let us know if you are applying for a TEN (the premises has a limited number available to it per annum).

### **Use of Piano**

There is a Grand Piano on site which can be hired for an additional cost from Chester Music Society. Their contact details and booking form are available from the website.

### **There are two hire rates for use of St Mary's**

#### **Commercial (and Community organisation running an event with income)**

A charge will be applied to all organisations using the building for commercial, private or use with income (eg ticket sales or donations), at the discretion of Cheshire West and Chester Council.

#### **Community (Community organisation running an event with no income)**

A charge will be applied according to whether the event is of a public nature, without income. This will be applied to all outside users such as community, public, charitable or other comparable organisations, excluding commercial or private users, subject to the discretion of Cheshire West and Chester Council.

**Please see the hire charges document for more details**

### **Poster noticeboard**

St Mary's Creative Space has a diverse range of activities in its calendar. Once your event booking has been confirmed, you can arrange to have a flyer or poster displayed in our prominent noticeboard outside the venue (at no extra cost).

Contact: 01244 342468 or email: [roseVX@live.co.uk](mailto:roseVX@live.co.uk)

### **What's On**

St Mary's website has a 'What's On' section. Once your booking is confirmed please upload your event details to the page. (Submit button at the bottom of the page.)

## **Facebook**

St Mary's also has a Facebook page. You are welcome to make St Mary's a co-host to your Facebook event. This will mean that it appears in the list of events on the St Mary's timeline.

**For further information please contact:**



**Qwest Workplace Solutions**

[stmarys@cheshirewestandchester.gov.uk](mailto:stmarys@cheshirewestandchester.gov.uk)

**01244 972008**

[stmaryscreativespace.co.uk](http://stmaryscreativespace.co.uk)

[www.facebook.com/St-Marys-a-Creative-Space](https://www.facebook.com/St-Marys-a-Creative-Space)

@CreativeMarys