

**AGREEMENT FOR STANDARD TERMS AND CONDITIONS  
FOR THE HIRE OF VENUE PREMISES RELATING TO ST PETER'S CHURCH**

**THIS AGREEMENT** is made this day \_\_\_\_\_

**BETWEEN**

**St Peter's Notting Hill Church**  
**Kensington Park Road, London W11 2PN** (the "Venue") And

(the "Hirer")

**WHEREAS**

- (A) The Hirer wishes to hire the Church from the Venue; and
- (B) The Venue agrees to hire the Church to the Hirer in accordance with the terms and conditions of the Agreement.

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this agreement unless the context shall otherwise require the following words and expressions shall have the following meanings:
  - 1.1.1 "Agreement" means this agreement and schedules annexed to it.
  - 1.1.2 "Booking Form" shall mean the booking form set out in Schedule 1.
  - 1.1.3 "Condition" means condition of this Agreement.
  - 1.1.4 "Damage Deposit" means any pre-agreed damage deposit as described and requested of the Hirer by the Venue.
  - 1.1.5 "Fee" means the sum payable by the Hirer for the hire of the Church.
  - 1.1.6 "Church" means the Church at St Peter's Church, Kensington Park Road, London W11 2PN and where applicable shall include the Permitted Areas and Facilities and Amenities.
  - 1.1.7 "Equality and Diversity Statement" means the Venue's Equality and Diversity Statement as set out in Schedule 2.
  - 1.1.8 "Intellectual Property rights" shall include the rights of ownership in respect of all manner of intellectual property rights, including without limitation patents, trademarks and service marks, copyright and design rights and know how.
  - 1.1.9 "Permitted Area of Use" means the permitted area of use within the Church. The activity is confined to the Church with use of the common parts.
  - 1.1.10 "Period of Hiring" means the period of hiring (as set out in the Booking Form).
  - 1.1.11 "Purpose of Hiring" means the purpose of hiring (as set out in the Booking Form).
- 1.2 Words importing one gender shall be constructed as importing any other gender. Word importing the singular shall be constructed as importing the plural and vice versa.
- 1.3 References to persona shall include bodies corporate.
- 1.4 Any undertaking by the Hirer not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by another person.
- 1.5 The headings do not form part of this Agreement and shall not be taken into account in their construction or interpretation.
- 1.6 References to any statutory provision are to be construed as references to the statutory provision as for the time being or modified or to any statutory provision for the time being replacing or amending the same (which shall include any orders or regulations under such provisions).

## **2. THE VENUE**

- 2.1 The Venue has sole discretion to decide whether or not to accept a booking for the Church. Where the Period of Hiring covers multiple bookings, the Venue has no obligation to accept further bookings by the Hirer at the expiry of the Period of Hiring nor is it required to provide any notice of this to the Hirer prior to the expiry of the Period of Hiring.
- 2.2 The Hirer shall only deal with the General Manager and/or Finance Manager, appointed by The Venue in connection with the hiring of the Church.
- 2.3 Any changes to The Booking Form have to be in writing.

## **3. CORPORATE HIRER**

- 3.1 If the Hirer is a corporate body the Hirer must upon application notify the Church in writing of the name, address and telephone number of an individual who will be jointly and severally liable with the corporate body to the Venue for the obligations of the Hirer under this Agreement.

## **4. THIRD PARTY BOOKINGS**

- 4.1 If the Hirer of booking the Church on behalf of a third party then the Hirer must notify the Venue of the name of the third party individual and the details of any organisation they represent or are linked to. This must be done upon application as per the requested details in the Booking Form.

## **5. FACILITIES**

- 5.1 Hire of the Church includes use of the Church and Permitted Areas of use.
- 5.2 The Venue and the Hirer may agree that the Venue shall make available at the Church certain facilities and amenities (as set out in the Booking form) prior and or for the Period of Hiring.

## **6. USE OF THE CHURCH**

- 6.1 No part of the Church is to be used for any purpose other than the Purpose of Hiring.
- 6.2 No part of the Church is to be used for any purpose which is unlawful.
- 6.3 No animal is allowed to enter the Church without the consent of the Venue.
- 6.4 The Hirer must inform the Venue if the event is open to the general public and/or if tickets are being sold for the Purpose of the Hiring as per the Booking Form.

## **7. FEES**

- 7.1 The Hirer agrees to pay the Venue the Fee, as consideration for the hire of the Church for the Period of the Hiring.
- 7.2 For the avoidance of doubt the Hirer shall ensure that the Venue is in receipt of the Fee no later than 10 days before the Period of Hiring.
- 7.3 Where the Period of Hiring covers multiple bookings, the Hirer shall ensure that the Venue is in receipt of the Fee within the time period set out in the Booking Form.
- 7.4 In addition to the Fee the Hirer hereby agrees to pay the Venue any additional costs incurred by the Venue arising from or in connection with; additional time in excess of the agreed Period of Hire. For the avoidance of doubt where the Venue is in receipt of the Hirer's Damage Deposit, the parties hereby agree that the Venue may first deduct any sum due to the Venue from the Damage deposit and thereafter any outstanding sums due for the same may be recovered by the Venue as a debt from the Hirer by reason of additional time in excess of the agreed Period of Hire.

## **8. ELECTRICAL EQUIPMENT**

- 8.1 No lighting, heating, power or other electrical fittings or appliances in the Church are to be altered, moved or interfered with.
- 8.2 No additional lighting, heating, power or other electrical fittings or appliances are to be installed or used without the prior written consent of the Venue.

## **9. SUPERVISION**

- 9.1 During the Period of Hiring the Hirer shall be responsible for: the efficient supervision of the Church including though not limited to:
  - (a) the effective control of children; and
  - (b) the orderly and safe admission and departure of persons to and from the Church; and
  - (c) the orderly and safe vacation of the Church in the event of an emergency; and
- 9.1.2 the safety of the Church; and the preservation of good order and decency in the Church; and
- 9.1.3 ensuring that all doors giving egress from the Church are left unfastened and unobstructed and immediately available for exit; and
- 9.1.4 ensuring that no obstruction is placed or allowed to remain in any corridor giving access to the Church; and
- 9.1.5 ensuring that admission and departure of persons to and from the Church are strictly within the times set out in the Booking Form subject to any otherwise adjustment in writing and that compliance of Condition 20 is also done within this time.

## **10. DECORATIONS AND ADVERTISING**

- 10.1 No bolts, nails, tacks, screws, bits, pins or other like objects or adhesive substances are to be placed into any part of the interior or exterior of the Church.
- 10.2 No Placards or other articles are to be fixed or otherwise attached to any part of the Church's interior or exterior.
- 10.3 No candles, naked flame, or highly inflammable material is to be used at the Church without the prior written consent of the Venue.
- 10.4 No posters, boards, signs, flags or other emblems or advertisements are to be displayed on the interior or exterior of any part of the Church without the previous written consent of the Venue.
- 10.5 The Venue reserves the right to remove any posters, boards, signs, flags or other emblems or advertisements permitted pursuant to Condition 10 without notice and without any liability to the Hirer.
- 10.6 Notwithstanding the aforementioned provisions of Condition 10 the Hirer shall also comply with Schedule 2.
- 10.7 The Hirer should make available all promotional materials relating to the Booking to the Venue prior to the wider distribution of the materials and no later than 10 days prior to the Booking.

## **11. MAXIMUM NUMBER TO BE ADMITTED**

- 11.1 The maximum number of persons to be admitted to the Church pursuant to the Purpose of the hiring shall not exceed 450 persons.
- 11.2 During the Period of the Hiring the Hirer must record the number of persons admitted and show evidence of the same on demand to any officer of the Venue requesting such information.

## **12. STATUTORY REQUIREMENTS**

- 12.1 The Hirer must not do or permit to be done or fail to be done any act matter or thing which:
  - 12.1.1 may constitute a breach of any statutory obligation arising out of or in connection with this Agreement; or
  - 12.1.2 would or might vitiate in whole or in part in insurance effected in respect of the Church.

## **13. INTELLECTUAL PROPERTY RIGHTS**

- 13.1 The purpose of the Hiring or other use of the Church by the Hirer shall not infringe any Intellectual Property Rights.
- 13.2 **The PRS Licence No. for the Venue is 720057.** If the Purpose of the Hiring or other use of the Church will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists it will be the responsibility of the Hirer to obtain, prior to the Period of the Hiring, the consent of the owner of the relevant copyright and to pay all composers', authors', publishers' fees and any other relevant fees including though not limited to royalties which may be due or become payable.
- 13.3 If the Venue so requests the Hirer must supply for approval to the Venue not less than 7 days before the Period of the Hiring of:
  - 13.3.1 a copy of the programme of any entertainment to be provided during the Period of Hiring; and
  - 13.3.2 such other documentation or evidence as the Venue may reasonably require.

## **14. BROADCASTING AND FILMING**

- 14.1 The hirer shall not grant broadcasting or filming rights without the prior written consent of the Venue
  - 14.1.1 For the avoidance of doubt, cameras may be brought into and used inside the Church for private (but not commercial) purposes provided that no nuisance or annoyance is occasioned.

## **15. FILM EXHIBITION**

- 15.1 The Hirer shall not to use any part of the Church for the purposes of a film exhibition or permit any part of the Church to be used for those purposes without the prior written consent of the Venue.

## **16. GAMBLING**

- 16.1 No sweepstake, raffle, tombola or form of gambling is permitted to take place at the Church save where:
  - 16.1.1 the Hirer has obtained prior written consent of the Venue; and
  - 16.1.2 it is lawful under the Lotteries and Amusements act 1976 (as amended from time to time); and
  - 16.1.3 it is conducted strictly in accordance with the relevant statutory provisions.

## **17. CATERING**

- 17.1 Neither the Hirer nor any third party is permitted to bring additional ovens or other gas/electrical catering equipment into the Church.
- 17.2 Save for in the kitchen, food must not be heated, prepared or served in other areas of the Church

or Permitted Area without prior permission from the Venue.

- 17.3 The Hirer agrees that both he and/or his caterer will provide all crockery, glasses, cutlery and other relevant equipment which is required for the Period of Hire.
- 17.4 Where the Hirer has agreement to use the existing equipment in the kitchen the Hirer must ensure that all equipment is cleaned and returned to original place.
- 17.5 The Venue is not liable for the Hirer's use of the hot water urn.

## **18. HEALTH AND SAFETY**

- 18.1 The Hirer hereby agrees to comply with the relevant provisions of the Health and Safety at Work act 1974 and any other relevant order, statutory instrument, legislation in respect of any person engaged or employed by the Hirer or working on the Hirer's behalf at the Church and in respect of any other third party attending the Purpose of Hiring.

## **19. SALE OF LIQUOR IS PROHIBITED**

- 19.1 The Venue is not licenced to sell liquor.

## **20. SMOKING**

- 20.1 The Church shall be considered to be smoke free premises within the meaning of the Health act 2006 (as may be amended, repealed or re-enacted from time to time) (the "Act"). Smoking is therefore strictly prohibited at the Church in accordance with the Act.
- 20.2 Failure by the Hirer or his guests to comply with the Act may result in enforcement by the Venue's Environmental Health Officers or criminal prosecution.

## **21. EXPIRATION OF PERIOD OF HIRING**

- 21.1 The Hirer shall be responsible for and use his best endeavours to ensure that:
  - 21.1.1 The Church, all articles of whatever nature and equipment are left in the same condition as that immediately before the Period of Hiring. This includes without limitation the toilets, kitchen and fire exit.
  - 21.1.2 Other receptacles used in connection with the Purpose of Hiring including though not limited to all refuse, glasses, cans, bottles must be removed or cleared away (as the case may be) by the end of the Period of Hiring or as otherwise agreed in advance and in writing by the Venue which may be no later than 10am on the day following the Period of Hiring.
  - 21.1.3 The premises must be locked and completely secured as advised by the Venue.
  - 21.1.4 The keys must be returned to the Venue by the end of the Period of Hiring or as otherwise agreed in advance and in writing by the Venue which may be no later than 10am on the day following the Period of Hiring.

## **22. DAMAGE TO VENUE PROPERTY**

- 22.1 The Hirer is to take good care of and not cause or cause to be done any damage to the Church or to any fittings equipment or other property in or at the Church and the Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer and anyone at the Church for the Purpose of the Hiring which shall include though is not limited to third parties providing services to or on behalf of the Hirer and persons attending the Purpose of the Hiring.
- 22.2 If a Damage Deposit is paid, any damage to Venue property, incurred by the Venue will be first deducted from the said Damage Deposit and any outstanding sums due may be recovered by the Venue as a debt from the Hirer.

## **23. INJURY TO PERSONS AND LOSS OF PROPERTY**

- 23.1 The Venue shall not be liable for the death of or personal injury to any person attending the Church for the Purpose of the Hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability except where such death or personal injury or loss is due to the negligence of the Venue, its employees or agents.
- 23.2 The Venue will not under any circumstances be responsible or liable for any damage to or loss of any goods articles or property of any kind brought on to or left at the Church either by the Hirer or by any other third party.

## **24. EXCLUSION OF LIABILITY**

- 24.1 The Venue shall not be liable for any loss due to any breakdown of equipment or machinery, failure of supply of electricity, water, gas or other utility, fire, government restriction or act of God which may cause the Church to be temporarily closed or the Purpose of the Hiring to be interrupted or cancelled.
- 24.2 The Venue gives no warranty that the Church is satisfactory for any specific purpose.

## **25. RIGHT OF ENTRY**

- 25.1 The Venue reserves the right for duly authorised employees of the Venue to enter the Church at any time for any authorised purpose.

## **26. CANCELLATION BY HIRER**

- 26.1 If the Hirer wishes to cancel the hiring in whole or in part the Hirer must give the Venue three (3) weeks' prior written notice to that effect.
- 26.2 If such notice is given by the Hirer and if the Venue is able to effect a similar alternative hiring the Venue shall refund to the Hirer the Fee less a 10% administration charge. For the avoidance of doubt in all other instances the Venue shall be entitled to retain the whole of the Fee.

## **27. CANCELLATION BY VENUE**

- 27.1 The Venue may cancel the hiring of the Church if the purpose of the event is considered to be potentially detrimental to the reputation of the Venue or if it is considered to be at odds with the Venue's Equality and Diversity Statement (Schedule 2).
- 27.2 If the hiring is cancelled for any such reason as is set out in Condition 27.1 the Venue shall refund to the Hirer the Fee, but will not otherwise be liable to the Hirer whatsoever.
- 27.3 If the hiring is cancelled due to false statements made in the Booking Form, the Venue shall cancel the hiring of the Church and retain 100% of the fee and without incurring any liability to the Hirer for any other costs or damages.

## **28. BREACH BY THE HIRER**

- 28.1 If the Hirer fails to observe and perform any of these Conditions the Venue may:
  - 28.1.1. Seek to recover from the Hirer any expense incurred by the Venue in remedying any such failure including though not limited to the cost of employing attendants, workmen, cleaners or other persons as may be appropriate; and
  - 28.1.2 Immediately cancel the hiring of the Church by the Hirer without incurring any liability to the Hirer for the return of any Fee or any other costs or damages. For the avoidance of doubt, this includes Period of Hiring which cover multiple bookings.

## **29. NOTICES**

- 29.1 All notices, demands or requests by one party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the parties specified in this Agreement.

## **30. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

- 30.1 Nothing in this Agreement shall be taken to confer any benefit on any person who is not a party to it and the parties hereby agree that the Contracts (Rights of Third Parties) Act 1999 does not apply hereto.

## **31. SET OFF**

- 31.1 Any claims under this Agreement or any other agreement between the parties shall go in liquidation of each other and the balance only will be considered as a debt between the parties.

## **32. INDEMNITY**

- 32.1 The Hirer shall be liable for and shall fully and promptly indemnify the Venue its officers, employees, agents and other contractors against all liabilities, damages, costs, losses, claims, expenses, demands and proceedings whatsoever, howsoever arising whether in contract, tort or otherwise, directly or indirectly, out of or in the course of, in connection with the breach of this Agreement by the Hirer, its employees or agents.
- 32.2 The Hirer shall not, however, be liable for death or personal injury arising from any act of negligence by the Venue its employees or contractors (save for the Hirer) performing duties within the scope of their employment with the Venue.
- 32.3 The parties hereby acknowledge that persons engaged by the Hirer pursuant to the Purpose of the Hiring shall be (or shall be deemed to be) employees, subcontractors, agents or independent contractors of the Hirer and the Hirer shall indemnify and keep indemnified the Venue against all claims arising from their engagement/ employment.
- 32.4 The Venue accepts no liability whatsoever for any loss or damage caused to any property belonging to the Hirer, in the possession of the hirer or belonging to or in the possession of any third party.

## **33. ASSIGNMENT**

- 33.1 The Hirer shall not assign the Agreement or any part of it without the prior written consent of the Venue.

## **34. INSURANCE**

- 34.1 Without in any way limiting the extent of its liabilities under this Agreement, whether the Period of Hiring is for multiple bookings, the Hirer shall maintain in force for the duration of this Agreement public liability insurance cover.
- 34.1.1 The Hirer shall supply to the Venue on demand after each renewal date copies of any relevant policies and renewal receipts.
- 34.1.2 Should the Hirer be in default in insuring or in continuing to insure as required by this Agreement, then the Venue may itself provide such insurances and seek recovery of the same:
- 34.1.3 by way of deduction from amounts payable by the Venue to the Hirer under the terms of the Agreement; and/or
- 34.1.4 by recovering the same as a debt due to the Venue from the Hirer.

**35. WAIVER**

35.1 No failure or delay by the Venue to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**36. SEVERENCE**

36.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

Signed by the Church representative

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Position Held

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Signed by the Hirer

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Name of Organisation

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