

The Licensor: St Paul's Church, Hammersmith (SPH)

The Lessee: (insert client name)

Date: (insert date)

### **Bookings**

- No bookings will be treated as confirmed until St Paul's Hammersmith has received full payment or a booking deposit has been paid as appropriate, and St Paul's Hammersmith has sent the client a written confirmation of the booking. We reserve the right to cancel any hiring, with at least 14 days notice, in the event of an unavoidable or overriding requirement for the religious use of the building, in which case the lessee will receive a full refund of their deposit and hire fee.
- Payment is due strictly 30 days prior to the event. Late payment may result in restrictions to future use of our facilities. All payments should be made by bank transfer unless otherwise approved by St Paul's Hammersmith. Please include the booking reference number when making your payment.
- SPH reserves the right to refuse clients the hire of part or all of the Premises at its absolute discretion. SPH is part of the Church of England. The discretion to refuse applications to use the Premises includes (but is not limited to) discretion to refuse applications considered to be at odds with the genuine religious belief that is central to the organisation's purpose and function.
- The Lessee shall not assign the Contract to any other party without the prior written agreement of SPH.

# **Safeguarding Policy**

The safeguarding of children, young people and adults at risk is an important part of all Church activities. This document demonstrates and guides all within the Diocese of London on the part that they play in safeguarding across the whole community. The Lessee is required to read and acknowledge acceptance of our <u>Safeguarding Policy</u>.

- The Lessee will at all times act in a manner commensurate to the principles of the safeguarding objectives of the Diocese of London
- The Lessee will take all reasonable steps to ensure that the physical and mental health of all persons on site in conjunction with their booking will be protected.

### Use of the building

The use of the building must be appropriate and compatible with its consecration as a place of worship. No dangerous or harmful activity shall be permitted. Explosives, toxic, hazardous, odorous, or flammable substances shall not be brought onto or used in the building. Smoking is not permitted in any SPH building.

- The Lessee will not engage in behaviour or activity relating to the premises, either in person, or in social media engagements, which are contrary to the values, mission or purpose of the site as a place of Christian worship or ethics.

#### Catering

- Alcohol must not be brought in or sold on the premise without a temporary events notice or TENS from London Borough of Hammersmith and Fulham. SPH must be informed in advance if there will be alcohol at your event and you must submit a copy of the TENS.



#### **Insurance**

Hirers will be responsible for any liability that arises from their use of the building or its equipment and are required to indemnify the Church in connection with such use. They are advised to take out a public liability policy in a minimum of £1 million to cover themselves and third parties during their hiring. The church has a public liability policy up to £3 million for each incident covering claims for negligence in maintaining the condition of the building and its equipment.

- If any person is carrying items of significant cultural, financial, or historical value, they understand that St Pauls accepts no responsibility for the care or security of that item, unless the item is being brought to the site at the request of St Pauls or in connection to an event which St Pauls is to be considered a partner of. In the event of either of those being true, the presence of the items on site should be notified to centre management in advance in order that the appropriate security or care conditions be prepared.
- The liability for insurance of such items mentioned in the above paragraph lies with the Lessee.

#### Licenses

- The Lessee is responsible for obtaining all necessary licenses or consents from magistrates and the local authority to carry out their proposed activity in the building. Failure to do so may result in your event being cancelled. Licensable activity includes:
  - selling alcohol
  - serving alcohol to members of a private club
  - providing entertainment, such as music, dancing or indoor sporting events
  - serving hot food or drink between 11pm and 5am

## **Indemnity**

- The Lessee indemnifies the Licensor against loss, costs and expenses, up to the amount specified under the booking contract, arising from all claims from any party (including members of the public, the Lessee's members, employees, contractors, etc.) arising from the Lessee's use of the building and associated equipment, except to the extent such claims are attributable to our breach of contract or our negligence.

### Resetting of the building

- Neither the building nor any equipment must be damaged, and all shall be left in a clean and tidy condition. The Lessee hereby undertakes to ensure that all responsibilities as discussed with the SPH Facilities Team are fully discharged. Damages to the building or equipment will result in an additional charge. Some exceptional bookings may require a separate damage deposit.

### Terms and Conditions of Venue Hire

These terms and conditions shall be binding on any person or organisation (the Lessee) who enters into a contract (the Contract) to hire part of or all of the buildings at Queen Caroline Street ("the Premises") from St Paul's Church, Queen Caroline Street, Hammersmith, London, W6 9PJ Charity number: 1130490 (SPH).

- The Lessee shall be permitted to use only those parts of the Premises specified in the Booking Form and approved by SPH. Different groups may be using different parts of the Premises simultaneously and will be required to share common facilities including but not limited to corridors, reception and toilets. SPH will ensure that activities taking place in other parts of the Premises will not interfere with the Lessee's hired space.
- The Lessee shall not be granted exclusive use of the whole Premises unless the Lessee and SPH explicitly agree to the contrary.



- The Premises shall be used only for the purposes set out in the completed Booking Form and approved by SPH.
- The preservation of proper order within and out with the Premises shall be the responsibility of the Lessee. As a church, "proper order" includes maintaining behaviour that is consistent with our Christian ethos.
- SPH is committed to the health and safety of its employees, members of the public and subcontractors working on the Premises. The Lessee agrees to abide by all relevant provisions of health and safety law, and with any SPH health and safety rules and regulations.
- In the event that the basement or upper levels need to be evacuated in an emergency, the lift is not to be used. In order that a person who is unable to walk can be evacuated, an emergency evacuation sledge has been provided on each floor.
- Any lessee using the basement or upper level facilities must ensure that all members of their group can be evacuated before booking and using the facilities. If you intend to include any person in your group who will need assistance to escape in an emergency, it is your responsibility to make suitable and sufficient arrangements for them. If you need advice speak to the SPC manager.
- No smoking is permitted anywhere on the Premises. This includes the use of simulated smoking devices popularly known as e-cigs, or vaping devices.
- The number of persons attending any event under the Contract shall be limited to the capacity of the rooms as stipulated by SPH. Lessee shall not cause or allow the capacity to be exceeded.
- The Lessee shall keep the part of the Premises being used in a neat and tidy condition during their use and will return it to the condition in which they found it. The Lessee shall be responsible for any proven damage caused by or arising out of their occupancy of the Premises to the fabric; fixtures or fittings; and any property otherwise contained within the Premises. All claims for damage and/or injury shall be presented by SPH in writing to the Lessee within twenty-four (24) hours of completion of the hiring period. SPH reserves the right to make good any damage at the Lessee's reasonable and pre-agreed expense, such agreed expense to be invoiced by SPH following the event. All unused small damages deposit funds to be refunded to the Lessee twenty-four (24) hours of the completion of the hiring period.
- If hiring the venue as an organisation, the Lessee shall have Public Liability Insurance of up to £1 million pounds. The Lessee will disclose their Public Liability Insurance status prior to hiring the facility. Any item brought into the Premises by a Lessee should be covered by the Lessee's own insurance.
- No sign or notices shall be displayed inside or outside the Premises without the approval of SPH.
- No extra fittings, decorations or props shall be erected or brought onto the Premises without the approval of SPH.
- No alteration or addition to or use of existing sound, camera, lighting, musical, audio-visual, electric, electronic, kitchen or other equipment shall be carried out without the prior consent of SPH. Extra charges may apply for use of these facilities.
- The grant of permission to the items referred to in the above clause is at the absolute discretion of SPH. The Lessee shall be responsible for ensuring persons for whom permission to use the equipment listed in the above clause is sought are appropriately trained and where necessary that they hold appropriate qualifications for the tasks and operations concerned. The Lessee shall prevent all persons other than anyone authorised by SPH from operating or using any appliances, equipment, machinery or other fixtures and fittings on the Premises. Liability or any loss, injury or damage arising from any incident involving the equipment listed in the above clause shall rest with the Lessee.
- All electrical appliances brought onto and used on the Premises by or on behalf of the Lessee must be fully tested in compliance with current legislation and proof be exhibited to SPH, if required, to that effect.
- All fittings and equipment brought onto the Premises by the lessee shall be removed immediately after completion of the let unless there is explicit agreement is reached to the contrary with SPH. In the event of the Lessee failing to clear the Premises to the satisfaction of St Paul's this shall be done by St Paul's



and the expense borne by the Lessee.

- SPH shall not be liable for any loss or damage to the property or goods used or exhibited on the Premises or left by the Lessee or persons attending the Premises.
- In the event of the Premises not being vacated by the time specified in the Booking Form, the Lessee will be liable to pay a surcharge of £50 per hour or part thereof during which the occupation of the Premises by the Lessee continues.
- In the event of the Premises not being vacated by the time specified in the Booking Form, the Lessee will be liable to SPH for any losses sustained by them as a result (for example, but not limited to, losses occasioned by any subsequent booking of the Premises being jeopardized by the Lessee's failure to vacate the Premises).
- No goods whatsoever may be sold within the building nor any collection taken without the prior permission of SPH.
- SPH reserves the right to cancel any Contract without notice and without liability, legal or otherwise, to the Lessee or any person affected thereby in the event of: war; riot; state of emergency; civil unrest; where any member of the public is at risk (or thought to be at risk); strike (official or otherwise); act of God; failure of electricity, gas or other power supply however caused; or for any reason whatsoever out with the control of SPH. In the event of such a cancellation, any monies deposited with St Paul's by the Lessee in respect of the Contract so cancelled shall be refunded in full to the Lessee.
- To secure a booking, the Booking Proposal must be confirmed by email to SPH acknowledging your acceptance of these terms and conditions and either full payment in advance or the deposit paid for larger events. Once the confirmation has been received your booking will be Reserved in our booking system and a Reserved Booking Form sent to the organiser of the event. The Lessee now holds a Reserved Booking and a St Paul's Hammersmith invoice will then follow.
- Payment in advance under the contract is due as follows:

| PAYMENT                                | AMOUNT DUE ON RECEIPT OF INVOICE  |
|--|---|
| Large Events, Conferences and Weddings | 50% of total price on invoice (plus damage deposit if required). Balance of remaining 50% payable no later than 30 days before event. |
| Events in SPC Meeting Rooms            | Total amount specified on invoice   |

The booking deposit will be credited towards the total amount specified in the contract.

In the event of cancellation of a booking being made by the Lessee after confirmation of booking proposal and making relevant payments, the following cancellation fees will be due:

| CANCELLATIONS                           | CANCELLATION FEE PAYABLE  |
|---|---|
| 30 days or more prior to the event date | 50% of the total due under the booking contract                                   |
| Within 30 days of the event date        | 100% of the total due under the booking contract including all staff and AV costs |

In the event that the Lessee wishes to reduce number of hours in the booking contract, the reduced hours and any associated costs within those hours, will be treated as a cancellation and the same fees listed above will apply.



In the event of a date change of a booking being made by the Lessee after confirmation of a booking proposal the following fees will be due:

| DATE CHANGE                             | DATE CHANGE FEE PAYABLE   |
|---|---|
| 30 days or more prior to the event date | £25 administration fee  |
| Within 30 days of the event date        | 50% of the total due under the booking contract including all staff and AV costs, |

Accepted and agreed Accepted and agreed

For and on behalf of

For and on behalf of St Paul's Church, Hammersmith (insert client name)