

**ST JOHN'S CHURCH
DOWNSHIRE HILL
HAMPSTEAD NW3 1NU**

HIRING AGREEMENT (Children's Party)

1. Date of Agreement: x

Checklist (Please confirm you have) :

- Read the building information sheet.
- Checked the church calendar as to availability for your event.
- Read through the conditions set out in the hire agreement.

2. Definitions used in the Agreement

"Deposit"	There is no deposit. (inclusive of any VAT)
"Entrance"	Part of the building and grounds known as "St John's Downshire Hill" as edged in red on the attached plan.
"Event"	<p>Date: x</p> <p>Time: From x until x</p> <p><i>* Admission to the Premises will only be possible at the times and between the hours for which they have been booked (which must therefore include setting up and cleaning up time unless otherwise agreed).</i></p> <p>Purpose: Children's party</p> <p>Age of Child whose party it is: x</p>
"Facilities"	Part of the building known as "St John's Downshire Hill" as edged in green on the attached plan.
"Hirer"	<p>Name: x</p> <p><i>The Hirer must be 18 years of age or over)</i></p> <p>Address: x</p> <p>Telephone: x</p> <p>Email: x</p>
"Hiring Fee"	<p>£300.00 or £350 (delete as appropriate)</p> <p><i>Fee is a minimum of £300 for 3 hours (mornings or afternoons) or £350 for 4 hours (afternoons only). Hours or part hours in excess of that time are charged at £100 per hour. The hiring fee is payable in full in advance.</i></p>
"Premises"	Part of the building known as "St John's Downshire Hill" as edged in blue on the attached plan. The Premises includes the Facilities and the Entrance.
"St John's"	St John's Downshire Hill
"St John's Authorised Representative"	<p>Name: Emma Mungavin</p> <p>Address: St John's Church, Downshire Hill, London, NW3 1NU</p> <p>Telephone number: 020 7099 9363; Mobile: (emergency only)</p>

3. Agreement

3.1 **Parties:** This Agreement is made on the above date between (1) St John's and (2) the Hirer.

3.2 **Purpose of Agreement:** This Agreement is designed to preserve the Premises as a safe environment, in good condition and available for all users. Accordingly, the Hirer wishes to hire and St John's wishes to permit the Hirer to use the Premises for the purposes of the Event on the terms of this Agreement.

3.3 **Deposit and Hiring Fee:** On the date the Hirer signs the Agreement, the Hirer shall pay in full and Hiring Fee. Cheques should be made payable to 'St John's Downshire Hill'. There is no deposit fee.

3.4 **Cancellation charge:** If a booking is cancelled:

3.4.1 more than two weeks in advance then the Hirer will receive a 50% refund of the hiring fee.

3.4.2 less than two weeks before the event then no refund will be made.

3.5 Where, on a cancellation of a booking, there is a proportion of the Hiring Fee to be repaid to the Hirer, this shall be returned to the Hirer within 14 days of the date of the intended Event.

3.6 **Hirer present at Event:** The Hirer agrees with St John's to be present during the Event and to observe and perform the provisions and stipulations contained or referred to in Schedule 1 (Standard Conditions of Hire) which are attached to this Agreement together with the conditions, if any, contained in Schedule 2 (Special Conditions of Hire).

3.7 **Signatures:** By signing this Agreement, the Hirer acknowledges that it has read and understood this Agreement. The Hirer also agrees that the Standard Conditions of Hire attached to this Agreement, together with the Special Conditions of Hire, if any, shall form part of the terms of this Agreement unless specifically excluded.

Signed by the Hirer

.....
(signature)

Signed for and on behalf of
St John's
by the St John's Authorised
Representative

.....
(signature)

SCHEDULE 1

STANDARD CONDITIONS OF HIRE

NOTE - If the Hirer is in doubt as to the meaning of the following, the St John's Authorised Representative should immediately be consulted

Capitalised words in these Standard Conditions of Hire shall have the meanings given to them in the Hiring Agreement.

1. Supervision and responsibilities

- 1.1 During the Event, the Hirer shall be responsible for the supervision and care of the Premises and their contents and for the behaviour of everyone using the Premises.
- 1.2 At the end of the Event, the Hirer shall ensure that:
 - 1.2.1 the Premises are left in as clean and tidy condition as they were prior to the Event;
 - 1.2.2 all floors must be swept and mopped as necessary;
 - 1.2.3 all rubbish or refuse generated by the Hirer or persons attending the Event must be removed from the premises by the Hirer;
 - 1.2.4 the Premises, including the Facilities, are checked for blockages, spillages, damage and breakages of any kind; and
 - 1.2.5 the Premises are properly locked and secured (unless directed otherwise), with any contents properly replaced in their usual positions, and with lights turned off and windows closed.

2. Use of the Premises

- 2.1 The Premises shall not be used for any religious festival, ceremony or act of worship other than the Christian faith.
- 2.2 The Hirer must not:
 - 2.2.1 use the Premises for any purpose other than that described in the Hiring Agreement and undertakes not to use the Premises (or allow the Premises to be used) for any unlawful purpose or in any unlawful way. St John's gives no warranty that the Premises may lawfully be used or are suitable for the Event;
 - 2.2.2 use the Premises in any way which does or would be likely to cause nuisance, damage, disturbance, annoyance, inconvenience or interference to people living or using property nearby;
 - 2.2.3 allow the consumption of alcohol on the Premises without written permission from St John's; or
 - 2.2.4 do anything or bring anything onto the Premises which might endanger the Premises or render invalid any insurance policies covering the Premises. For the avoidance of doubt, the Hirer is not entitled to store, either prior to or after the Event, any possessions or property on the Premises or any other part of the building or grounds known as "St John's Downshire Hill". St John's takes no responsibility for any possessions or property of the Hirer or any person attending the Event.
- 2.3 Unless expressly authorised prior to the Event in writing by the St John's Representative, the Hirer may not use any equipment or property of any other person which may be stored on the Premises from time to time.

2.4 Unless expressly authorised prior to the Event (an additional charge will be payable), the Hirer may not use any part of the Garden, which is private (and marked as such on the plan appended to this Agreement), except where an emergency or evacuation necessitates the use of the emergency exits from the Undercroft into the Garden.

2.5 Officers of St John's will take reasonable steps to avoid entering the Premises during the times when the Premises are let to the Hirer. However, St John's reserves the right to allow or arrange essential and/or emergency access, for example, by electricity meter readers, the St John's architect and those who have to service heating, fire extinguishers, plumbing and other equipment.

3. Licences and insurance

3.1 The Hirer is responsible for obtaining and complying with any licences which may be needed for the conducting of the Event, whether for the sale of alcoholic drinks (an application for which licence cannot be made without the written consent of St John's) or otherwise.

3.2 The Hirer (or the organisation which the Hirer represents) must have its own public liability insurance throughout the Event to cover any claims which a third party might make as a result of, or in connection with, the use of the Premises by the Hirer. A copy of the certificate of insurance must be forwarded to St John's before the Event. **The Hirer's liability insurance must include cover for at least the sums required by the St John's insurers.**

4. Gaming, Betting and Lotteries

The Hirer must ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting and lotteries.

5. Safety Compliance

The Hirer must comply with all conditions and regulations made in respect of the Premises by the Fire Authority, the Local Authority, the Local Magistrates' Court or otherwise, particularly (if applicable) in connection with any event which includes public dancing or music or other similar public entertainment or stage plays. The Hirer must, in particular, ensure it is aware of the location of the first aid kits, fire extinguishers and fire exits. If any first aid kit or fire extinguishers are used (or in the case of fire extinguishers, set off), for whatever reason, the Hirer shall immediately notify the St John's Authorised Representative.

6. Health and Hygiene

No smoking is permitted on the Premises.

7. Electrical and Fire Safety

7.1 The Hirer shall ensure that any electrical appliances brought to the Premises and used there shall be safe and in good working order, and used in a safe manner.

7.2 The Hirer shall ensure that, except with the prior written consent of the St John's Authorised Representative, no naked flames of any description are brought onto the Premises and used by the Hirer or any person attending an Event.

8. Accidents and breakages

The Hirer must report all accidents involving injury to a member of the public to a member of St John's as soon as possible. Any breakages or failure of equipment belonging to St John's must also be reported as soon as possible. Breakages must be paid for by the Hirer.

9. Animals

The Hirer must ensure that no animals (except guide dogs) are brought into the Premises. This includes animals that may be brought by an Entertainer or other person(s) engaged by the Hirer. No animals whatsoever are to be allowed to enter the kitchen at any time.

10. Children

- 10.1 The Hirer shall ensure that any activities for children comply with the provisions of all applicable legislation and that only fit and proper persons have access to the children.
- 10.2 The Hirer must operate a child protection policy and comply with all applicable legislation and regulations. The Hirer must keep accurate attendance records.

11. Parking

The Hirer must not bring or park any vehicle on any part of the Premises, including the Entrance, except where disabled parking is required (in which case, a maximum of three car parking spaces are available) or where a hearse or a wedding car/vehicle is required for the Event. In all cases, the prior permission of the St John's Authorised Representative should be sought before any vehicles are brought onto the Premises. Where permission is granted, the Hirer shall be permitted to park on the Premises where indicated on the plan.

12. Fly Posting

The Hirer must not carry out or permit fly posting or any other form of unauthorised advertising for any Event taking place at the Premises, without the prior permission of St John's.

13. Noise

- 13.1 The Hirer must ensure that the minimum of noise is made on arrival and departure.
- 13.2 The Hirer must not carry out or permit the playing of loud music at any time during the Event. Specifically, disco-style entertainment is not permitted at St John's.

14. Indemnity and loss

- 14.1 The Hirer shall indemnify St John's for the cost of repairing any damage done to any part of the Premises (or any other building for which St John's is responsible), including their contents, which may occur during the Event as a result of the hiring of the Premises or of the negligence of the Hirer.
- 14.2 The Hirer shall indemnify St John's against all liability, losses, actions, claims and proceedings arising from any breach of any term of the Hiring Agreement or arising out of the Hirer's use of the Premises.
- 14.3 St John's accepts no liability for any loss or damage, including economic loss, loss of profits, or consequential or indirect loss, occasioned by or through the hiring of the Premises or occurring within the Premises, save that St John's does accept full responsibility for any personal injury or death caused by the negligence of St John's, the St John's Authorised Representative or any St John's officers.
- 14.4 If the Hirer is a consumer, his or her statutory rights are unaffected.

15. Cancellation by St John's

- 15.1 Save in the case of emergency, St John's reserves the right upon reasonable notice to cancel any Event if the Premises (or any other part of St John's) is required for use as a Polling Station, for a Parliamentary or Local Government election or bye-election or in other special circumstances (such as in connection with, or where their use is inappropriate because of, a funeral).
- 15.2 St John's reserves the right to terminate the Hiring Agreement as a whole on written notice, with immediate effect and with no financial reimbursement, if the Hirer materially breaches the terms and conditions of the Hiring Agreement. The Hirer acknowledges that the Hirer using or intending to use the Premises for any other purpose other than that described in the Hiring Agreement without the prior written consent of the St John's Representative shall constitute a material breach of this Agreement.

15.3 Upon the expiry of the notice, the Hiring Agreement will end.

16. Refusal of booking

St John's also reserves the right to cancel the Hiring Agreement at any time before the Event, which it can do by giving 7 days' notice in writing to the Hirer. In these circumstances, the Hirer will be entitled to reimbursement of any Deposit or Hiring Fee paid in advance to St John's but St John's shall not be liable to make any further payment or compensation to the Hirer.

17. Unfit for Use

If the Premises are unfit or unavailable for use at any time, St John's shall refund the part of the Hiring Fee that relates to the period that the Premises are so unfit or unavailable for use. This represents the Hirer's sole remedy in these circumstances.

18. Sub-hiring prohibited

18.1 The Hirer must not sub-hire the Premises (or any part of the Premises) or assign the benefit of or transfer any obligation under the Hiring Agreement to any other person or organisation or allow any other person or organisation to use the Premises under this Agreement.

18.2 For the avoidance of doubt, it is acknowledged that the Hirer is not entitled to exclusive occupation of the Premises or any part of the Premises.

19. General

19.1 No right, power or remedy provided by law or under this Agreement shall be waived, impaired or precluded by any delay or omission to exercise it, any single or partial exercise of it on an earlier occasion or any delay or omission to exercise, or single or partial exercise, of any other such right, remedy or power.

19.2 Each of the provisions in this Agreement is severable. If any such provision is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of the other provisions of this Agreement.

19.3 This Agreement constitutes the whole and only agreement and understanding between the parties in relation to the subject matter and supersedes any previous agreement or understanding between the parties.

19.4 This Agreement shall be governed and construed in accordance with English law.

SCHEDULE 2

SPECIAL CONDITIONS OF HIRE

