

**TERMS AND CONDITIONS OF HIRE**

St James Church, Clerkenwell Close, London. EC1R 0EA

Registered Charity No. 1132254

**1. Facilities and booking periods.** The Crypt on the Green at St. James (the "Crypt") can be booked, subject to availability, from 09:00 to 23:00 Monday to Saturday. It is not normally available on Sundays. The Crypt is comprised of two rooms, a main hall (the "Hall") and a smaller hall (the "Well"), each of which can be booked separately. Normally a booking will permit use, within the Crypt, of all or part of either the Hall or Well, the toilet facilities and adjoining corridors. In the event that a client wishes to have use of the Kitchen or the Upper Room, this should be requested and agreed in advance. It is also possible to book the Vestry and the gated park in front of the building (the "Long Walk"). Bookings must be confirmed in writing on the Crypt Booking Form, which includes the client's agreement to these Terms and Conditions of Hire. Any changes to the agreed booking must be requested and agreed in writing before changes are confirmed. Extensions to these times and use of the Kitchen will result in additional charges. No variation in times will be agreed once a booking has started.

**2. The contract.** All bookings are made with the Parish Church of St. James, with St. John and St. Peter, Clerkenwell (the "Church") as owner and operator of the Crypt. Contact should be made with the Facilities Manager. Initial verbal reservations must be confirmed within two weeks (and, in any event, no less than two weeks before the booking) by completing and returning the Crypt Booking Form with a deposit of 33% of the hire charge (the "Hire Deposit"), plus a damage deposit of £200 (the "Damage Deposit" (see term 20)). The Hire Deposit is non-refundable, but will be deducted from the final invoice, subject to any cancellation fees due. Variations to the booking must be agreed in writing in advance of the booking.

**3. Cancellation.** Cancellations must be notified in writing. If a confirmed booking is cancelled by a client 15 or more days prior to the booking for whatever reason a charge of 33% of the hire fee is payable. If the cancellation is 14 or fewer days prior to the booking, the full hire fee is payable. If a function is postponed the postponement will be treated as a cancellation unless the new booking date is within 28 days of the original booking date. Only one postponement will be accepted. The Church reserves the right to cancel any ongoing bookings (i.e. regular weekly or monthly bookings) by giving 28 days written notice and for any of the following reasons: If the Church, Crypt or any part thereof, is closed due to fire, dispute with employees or by order of any public authority; If the Church reasonably believes the client has become insolvent, or has entered into liquidation or receivership; If the client is more than 30 days in arrears with payment to the Church on any previous invoice; If, in the opinion of the Church, the booking may prejudice the reputation of the Church; If, in the opinion of the Church, the booking is likely to result in a breach of any of these Terms and Conditions. The Church will not accept liability for any loss or inconvenience caused as a consequence of such cancellation.

**4. Charges.** Clients will be invoiced after the event or notification of cancellation for the balance due. Payment is due within 28 days of the date of the invoice. The booking fee will be in accordance with the tariff stipulated on the Crypt Booking Form. Charges are normally revised annually. Bookings are not currently subject to VAT. Should bookings become liable to VAT, the Church reserves the right to charge at the rate applicable at the time of the booking.

**5. Attendance numbers.** Regulations as to maximum numbers in each room must be followed. The anticipated number of attendees at the booking must be given no later than 7 days prior to the commencement of the booking. Where actual attendance at the function exceeds the anticipated number, the client may, at the discretion of the Church, be subject to additional charges.

**6. Client's responsibilities and indemnities.** The organisation named on the Booking sheet and the individual(s) named as the organisation's contact person(s) (herein "the client") are jointly and severally responsible for settlement of accounts with the Church and for any other obligation to the Church or other contracted parties incurred in respect of the booking. Where the booking is made by an organisation, the Church will normally look first to the organisation for settlement of accounts and obligations.

The client shall: Be responsible for and reinstate and make good to the satisfaction of the Church or make full compensation for any loss of property suffered by the Church or any servant of the Church; Indemnify the Church and servants of the Church against all claims and proceedings made or brought against the Church or servants of the Church in respect of any personal injury or loss of property and against all costs and proceedings reasonably incurred in connection therewith; Indemnify the Church against any liability in respect of loss of property suffered by any employee of the Church, or any statutory liability for payment by the Church to an employee of the Church in respect of personal injury, if such loss or personal injury is directly or indirectly caused by the client or by any person attending any function provided by the client at the Crypt. In this condition, the expression "loss of property" includes damage to property and the expression "personal injury" includes sickness and death.

**7. Client's point of contact.** An event contact person must be appointed by the client as the point of contact with the Facilities Manager (or delegate). The event contact person must remain throughout the event in order to liaise with the Facilities Manager (or delegate) in monitoring the function and finally achieving an orderly departure of guests. The assessment of conduct of a function rests with the Facilities Manager (or delegate) and s/he has full authority to act on behalf of the Church. The client's event contact person shall ensure that attendees act in a proper and orderly manner (which includes vacating the premises with due respect for Church property and neighbours of the Church) and comply with all reasonable requests from Church staff.

The client's event contact person shall ensure that all instructions respecting such matters as permitted activities, first aid, fire, damage, use of rooms and cleaning are followed. The Church reserves the right to terminate any booking and order that the premises be immediately vacated during the period of occupation in the event that the client's event contact person fails to ensure compliance with these Terms and Conditions. The Church will not accept liability for any loss or inconvenience caused as a consequence of such termination.

**8. Catering.** Where a caterer is to be employed in connection with a function and kitchen facilities, including drink-making facilities, are required, one of the approved Crypt caterers should be used. If a caterer other than an approved Crypt caterer is used a, hire charge of £250 for the kitchen use will be added to your bill for regular bookings or £500 for wedding receptions.

**9. Consumption of alcohol.** During evening functions alcoholic drink may be served up to 22:15 with a 15 minute drinking up period thereafter. Extensions cannot be permitted. Cash bar facilities cannot be arranged and the sale of alcohol is not permitted. If you do wish to set up a bar then you will need to apply for a Temporary Event Notice. If alcohol is to be consumed, this must be indicated on the Crypt Booking Form.

**10. Smoking and gambling.** Smoking and gambling are not permitted anywhere in the Crypt or Church premises. The client must provide adequate facilities for the disposal of smoking waste (see term 20).

**11. Equipment.** No equipment (e.g. chairs, tables, flipcharts) is included in the hire of a room unless specifically agreed in writing with the church. No equipment is to be delivered without prior agreement. The Church reserves the right to refuse equipment if it is considered dangerous or harmful to the building or its contents. Equipment must be free-standing (i.e. must not touch the fabric or contents of the building) and no fire exit is to be obstructed. The Church cannot accept any responsibility for equipment or other goods left in the Crypt or Church premises before or after a booking. All equipment brought in for a function must be removed by the end of the booked time for that function.

**12. Flowers.** Flowers may be brought into the Crypt only with the prior approval of the Church in order to protect the fabric of the building. Clients must comply with instructions of Church staff in the placing of floral decorations. Tape must not be used for fastening floral decorations to any part of the building.

**13. Entertainment.** Details of any musical or other entertainment at a function must be approved by the Church at the time of booking. Entertainment must be in compliance with any relevant licences. Clients are responsible for obtaining any relevant licences. Recorded or live music is not permitted after 22:30. You must comply with our guidance on sound levels (95dB) and we ask that the windows at the east end of the Crypt remain closed.

**14. Decorations.** Details of any decorations, involving the affixing of any thing to any surface must be approved by the Church. The client shall take care not to use any adhesive that may cause damage to paint or any other surface.

**15. Partitions.** Clients shall not move the partitions in the Crypt without the prior approval of the Church.

**16. Deliveries and removals.** The client should check if alternative access times are possible with the Facilities Manager prior to any deliveries or removals if the times are outside the booking times.

**17. Cleaning.** The client is responsible for ensuring the Crypt (and outside areas if used e.g. for smoking) is cleaned to a standard acceptable to the Church on the completion of the booking. The Client may choose to clean the Crypt itself, or to employ professional cleaning services. If the client chooses to employ professional cleaning services, only a cleaner from the Church's approved list may be used. If the Client undertakes cleaning itself, it must be to a standard acceptable to the Church. Failure to do so will result in additional charges to the client (see term 20). Unless agreed in advance with the Facilities Manager, cleaning must be complete by the time the premises are vacated by the client, and in any event by no later than 23:00 on the day of the booking. Cleaning fees are not included in the booking fee.

**18. Statutory requirements.** The client must comply with any fire, health and safety or other statutory requirements, which apply to the Crypt and/or Church.

**19. Latest finishing times for evening bookings.** 22:15 Final service of alcohol; 22:30 Recorded or live music to have finished; 22:45 Guests to have left the venue; 23:00 Packing up and cleaning to have been completed.

**20. Damage deposit.** The Damage Deposit is intended, in part, to guarantee the performance by the client of its obligations under these Terms and Conditions. It is to be held by the Church and returned to the client following the booking in the event that, in the reasonable opinion of the Church, these Terms and Conditions have been complied with.

The Church reserves the right to retain the Damage Deposit, or any part thereof, if any of these Terms and Conditions have been breached or in the event of any loss or damage incurred or suffered by the Church in connection with the booking. Where such loss or damage is in excess of the amount of the Damage Deposit, the Church reserves to right to claim, vis a vis the client, such excess amount.

**21. Privacy and Data Protection.** We take the protection of your data seriously, for further information please see the detailed policy on the Crypt On The Green's website.