

Terms and Conditions

ST ANDREW HOLBORN TRADING LIMITED

Preamble

St Andrew Holborn is a church with associated events activity. It is a living church, a witness to the Christian faith with an active worshipping congregation and a mission to the communities that live and work around it. It is part of the Diocese of London and, more broadly, the Church of England. We ask our clients to respect our beliefs (even if they do not hold them themselves) and to respect the building or buildings in which their Event is to take place. Activity which could be construed as contrary to the teaching of the Church of England, as offensive to any other religion or as presenting a reputational risk to St Andrew Holborn is not permitted. Clients are, therefore, encouraged to discuss their Event with us in detail and in good time to avoid any misunderstandings or embarrassment. See also Condition 7.3.

Please also note that hire of the church or crypt (or part of either) is subject to licence being granted under the Ecclesiastical Jurisdiction and Care of Churches Measure 2018. Such licence is not guaranteed.

ROOM HIRE TERMS AND CONDITIONS

Your agreement for the hiring of space at St Andrew Holborn, London, EC4A 3AF (the "Premises") is subject to the above and to the following conditions:

1. Contract

- 1.1. These Conditions together with the Booking Form (attached) ("the Booking Form") represent the Contract ("the Contract") between
..... (the "Client")
and St Andrew Holborn Trading Limited, company number 04982141 ("St Andrew Holborn") in relation to hire of the room(s) (the "Room(s)") chosen by you on the Booking Form.
- 1.2. The Client shall return the signed Booking Form with the required Deposit within 7 days of receipt in order to confirm the booking (the "Confirmation"). If the Deposit and signed form are not returned within 7 days of receipt of the Booking Form, St Andrew Holborn reserves the right to reallocate the Room(s) to other hirers.
- 1.3. St Andrew Holborn grants to the Client licence to use the Room(s) during the hours set out in the Booking Form (the "Duration") for the purposes of the event detailed in the Booking Form (the "Event").
- 1.4. An individual must be appointed by the Client to be the Client's point of contact with St Andrew Holborn and shall be authorised to take decisions on behalf of the Client. The appointed individual must be present throughout the Event in order to liaise with the St Andrew Holborn staff to monitor the Event and achieve an orderly departure of the guests.

2. Booking periods and Room numbers

- 2.1. Subject to availability, the rooms shown on the Booking Form can be booked from 08:00 to 24:00 Monday to Sunday. With the exception that the Guild Church, Court House, Panel Room, Archive Room and Crypt are not usually available for bookings on Sundays.
- 2.2. A room may not be booked for more than five consecutive days.
- 2.3. The maximum number of people that can be accommodated in each room is shown below:

Room	Maximum number of people to be accommodated
The Church	250 can be seated in main body of the church. An additional 200 people may be accommodated by using both galleries
The Court Room	70 people (seated), 110 (standing)
The Panel Room	10 people
The Crypt	60 people
The Archive Room	30 people (45 standing)
The Thavie Room	20 people
The South Vestibule	15 people
The Studio	36 people (45 standing)

3. Amendments and final numbers

- 3.1. Provisional numbers of guests attending the Event are to be advised at the time of Confirmation. Not less than 7 days prior to the Event the Client shall confirm in writing the number of guests attending, final details on timing and any special requests it wishes St Andrew Holborn to consider.
- 3.2. St Andrew Holborn must approve the number of guests attending the Event and can in its absolute discretion limit the number of guests permitted to attend the Event.
- 3.3. St Andrew Holborn will use reasonable endeavours to ensure the Client's room request is met. However, notwithstanding the fact that a room has been allocated to the Client, St Andrew Holborn reserves the right on notice to change the location of the Event to an alternative room which in the opinion of St Andrew Holborn would be suitable.

4. Facilities, equipment and room arrangement

- 4.1. Subject to availability, St Andrew Holborn can provide the facilities and equipment (the "Facilities") set out in the Booking Form.
- 4.2. Subject to availability St Andrew Holborn shall arrange the Room(s) in the seating style indicated on the Booking Form. If an alternative room arrangement is preferred St Andrew Holborn shall use reasonable endeavours to provide the room arrangement requested but reserves the right to change the seating style for any particular Event to one of the possible seating styles set out on the Booking Form which in the opinion of St Andrew Holborn would be suitable.
- 4.3. Office services, data processing and secretarial assistance cannot be provided.
- 4.4. At the time of Confirmation, the Client shall advise St Andrew Holborn of any Facilities they require for the Event. St Andrew Holborn undertakes to provide only those Facilities agreed in writing at least 7 days prior to the Event.

- 4.5. At the time of Confirmation the Client shall inform St Andrew Holborn if they wish to bring in and use any equipment, other than the Facilities, to the Event. Such Equipment may only be used with the prior written consent of St Andrew Holborn. The Client shall be responsible for the security and insurance of such equipment, for obtaining all consents and necessary licences and for its prompt removal at the end of the Event.
- 4.6. Should the Client request St Andrew Holborn buy, hire or otherwise obtain goods and services from a third party a handling charge will be incurred and a deposit will be required. If the Event is cancelled by either party for any reason the Client shall be liable for the handling charge and any cost incurred, in addition to any cancellation charges set out in the Contract.
- 4.7. No equipment is to be delivered without the prior written agreement of St Andrew Holborn and St Andrew Holborn reserves the right to refuse equipment if, at St Andrew Holborn's sole discretion, it is considered dangerous or harmful to persons to be present, the building or its contents.
- 4.8. Equipment must not touch or be attached to the fabric of the building and fire exits must be left unobstructed.
- 4.9. The Client must seek the written consent of St Andrew Holborn to put up any display in the Room(s). As a condition of any consent being granted the Client must take down the display promptly after the Event and make good to St Andrew Holborn's satisfaction any damage caused.
- 4.10. Flowers may be brought into the Room(s) only with the prior approval of St Andrew Holborn. Clients must adhere to the instructions from St Andrew Holborn Staff in the placing of floral decorations
- 4.11. Deliveries and removals of goods / equipment must be made by prior arrangement.
- 4.12. The Client shall have access to the Room(s) between the times stated on the Booking Form. Earlier access may be granted in advance at the sole discretion of St Andrew Holborn.
- 4.13. There is no parking available within the site, except by prior arrangement. This includes but is not limited to; cars, vans, motorbikes and bicycles.

5. Charges

- 5.1. All charges for the provision of Facilities shall be based on the St Andrew Holborn tariff current at the date of the Event and shall be exclusive of VAT.
- 5.2. Charges for food and beverages shall be based on the amount ordered or, if greater, the amount actually supplied.
- 5.3. The Client shall be invoiced for the balance of the charges outstanding immediately after the Event (or upon its being cancelled). Payment is due within 21 days of the date of the invoice.
- 5.4. St Andrew Holborn reserves the right to charge interest on overdue amounts at the rate of 3% above the base rate of Barclays Bank plc.

6. Deposit

- 6.1. Subject to 6.2, the Client will be asked to pay a deposit of 50% of the total hire charge (the "Deposit"). Failure to pay the Deposit in accordance with Condition 1.2 above may prevent the booking from being confirmed by St Andrew Holborn.

- 6.2. The Client will be asked to pay the full room hire charge for hire of the Church or the Crypt not less than 7 days before the date of the Event. Failure to pay the full room hire charge in accordance with this Condition may prevent the booking from being confirmed by St Andrew Holborn.

7. Cancellation by St Andrew Holborn

- 7.1. The Contract is subject to the Room(s) not being required by St Andrew Holborn for its own purposes. If the Room(s) is/are required by St Andrew Holborn for its own purposes, St Andrew Holborn reserves the right to cancel the booking on notice of not less than 21 days and without any liability to the Client. In the event of any cancellation under this Condition, any Deposit paid by the Client will be refunded in full.
- 7.2. St Andrew Holborn may cancel an Event on notice and without any liability to the Client if:
- 7.2.1. the Premises or any part of them have to be closed for any reason;
 - 7.2.2. the Client becomes insolvent or is adjudicated bankrupt;
 - 7.2.3. the Client is already in arrears with any payment to St Andrew Holborn; or
 - 7.2.4. the Client is in breach of any of these Conditions and fails to rectify such breach within a reasonable period from the date of St Andrew Holborn's notice.
- 7.3. St Andrew Holborn reserves the right to cancel an Event without notice (including on the day of the Event itself) if the content of the Event is deemed to be offensive to the Christian faith or any other faith and/or disrespectful of the building in which the Event is to be held (see Preamble). In the event of any cancellation under this Condition, no Deposit or other charges paid by the Client will be refunded.

8. Cancellation by the client

- 8.1. Where the Client cancels the Event and St Andrew Holborn is unable to re-let the Room(s), St Andrew Holborn reserves the right to apply the following cancellation charges:
- 8.1.1. 7 days or less prior to the Event – 100% of the Room hire
 - 8.1.2. 8-30 days prior to the Event – 75% of the Room hire
 - 8.1.3. 31-60 days prior to the Event – 50% of the Room hire
 - 8.1.4. over 60 days prior to the event – no charge
- 8.2. The Client agrees to reimburse St Andrew Holborn for any costs incurred with third parties in respect of any cancellation.
- 8.3. If an Event is postponed, the postponement shall not be treated as a cancellation if a new date for the Event is agreed with St Andrew Holborn within 28 days of the original date. The Client may not postpone an Event more than once.

9. Payment

- 9.1. All accounts incurred will be invoiced and payment is due within 21 days of the date of an invoice from St Andrew Holborn. Any queries relating to the invoice do not affect the Client's liability to make payment of the outstanding balance.

- 9.2. The Client agrees to pay St Andrew Holborn for the provision of any Facilities not agreed at the time of Confirmation, but which are made available at the request of the Client at any time before or on the day of the Event.
- 9.3. St Andrew Holborn reserves the right to make additional charges in the event of the Client exceeding the agreed Duration.

10. Catering and outside services

- 10.1. Where a caterer is to be employed in connection with the Event, only a caterer from the approved list held by St Andrew Holborn may be used or such other caterer approved in advance by St Andrew Holborn.
- 10.2. The prior written consent of St Andrew Holborn must be obtained if the Client wishes to contract directly for the services of a third party in connection with the Event.
- 10.3. The Client may not consume any food or beverages on the Premises other than those supplied by St Andrew Holborn or any approved caterer (see 10.1). Where, with St Andrew Holborn's written consent, the Client consumes their own beverages on the Premises, a corking charge will be applied at St Andrew Holborn's discretion.
- 10.4. The Client may not sell any food or beverages on the Premises.

11. Licensing

- 11.1. The Client agrees to comply with the terms of the Premises Licence held by St Andrew Holborn.
- 11.2. Details of any musical or other entertainment at an Event must be approved at the time of booking.
- 11.3. Filming or other recording in the Church or Crypt is not permitted without prior written consent which must be sought at the time of booking.
- 11.4. The Client shall not show films, videos or perform plays on the Premises without the prior written approval of St Andrew Holborn.

12. St Andrew Holborn's liability

- 12.1. St Andrew Holborn does not accept liability for any failure to provide the contracted services for reasons which are due to circumstances beyond its control, including (but not limited to) failure of gas, electricity or water supply, delays to the postal service, industrial action, failure of plant or equipment or building evacuation.
- 12.2. St Andrew Holborn shall not be liable for:
 - 12.2.1. damage to, or loss of, any property belonging to or in the care or custody of the Client, his guests, servants, agents or other attendees to the Room;
 - 12.2.2. death of or injury to the Client, his guests, servants, agents or other attendees to the Room, except where and to the extent that such an injury is caused by the negligence of the St Andrew Holborn;
 - 12.2.3. any losses, claims, damages, actions, proceedings, costs or expenses or other liability incurred by the Client, its guests, servants or agents in the exercise, purported exercise or breach of any rights granted by this Contract;

- 12.2.4. any loss of profit, business, contracts or goodwill
 - 12.2.5. any indirect or consequential loss or damage of any nature whatsoever.
- 12.3. St Andrew Holborn expressly disclaims all warranties and conditions with regard to the suitability of the Room, and any information provided about the Room, including, without limitation, warranties of technical nature, satisfactory quality, availability, and fitness for a particular purpose. The client is responsible for ensuring Room fits its requirements.

13. Client's liability

- 13.1. The Client shall be liable for and shall indemnify St Andrew Holborn and keep St Andrew Holborn fully indemnified on demand against any and all losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability (including consequential loss or damage) arising in any way from this Contract, any act or omission of the Client, any breach of the Client's Obligations or the exercise, purported exercise or breach of any of the rights granted to the Client in this Contract.

14. Client's obligations

- 14.1. The Client undertakes to and shall procure that all persons attending the Event shall:
- 14.1.1. observe these Conditions, do not commit any nuisance, disturbance, damage, annoyance, inconvenience or interference to the Premises or any adjoining or neighbouring premises and comply with all reasonable requests of St Andrew Holborn's staff;
 - 14.1.2. comply with all security, fire and other regulations and statutory requirements relating to the Premises and not commit any illegal acts;
 - 14.1.3. not carry out any electrical or other works, use their own electrical equipment or fix anything to the floors, ceilings, walls or any other part of the Premises without St Andrew Holborn's prior written consent;
 - 14.1.4. not bring any inflammable, noxious or dangerous items onto the Premises and remove any items promptly when requested to do so;
 - 14.1.5. comply with all relevant fire, health and safety or other statutory requirements;
 - 14.1.6. not carry on any betting, gaming or auction activity on the Premises;
 - 14.1.7. not use St Andrew Holborn's name or logo on promotional or other literature or tickets, except in such form as may be previously agreed in writing by St Andrew Holborn, nor make any representation or create any inference which might indicate that the Event is an official St Andrew Holborn function;
 - 14.1.8. not display any notices, signs or other devices or leave any brochures or other literature on or about the Premises;
 - 14.1.9. not use St Andrew Holborn's address, telephone number or fax number on company letterheads, brochures or other literature;
 - 14.1.10. pay the cost of any electricity used which is additional to that normally used in the heating and lighting of the Premises;
 - 14.1.11. subject to 3.1, supply (and keep updated) St Andrew Holborn with a list of attendees for the Event;
 - 14.1.12. not cause any damage to the Premises and make good any damage caused at its own cost and to the reasonable satisfaction of St Andrew Holborn;

- 14.1.13. only use the Premises for the purpose of the Event;
- 14.1.14. leave the Premises in a clean and tidy condition and with vacant possession at the end of the Duration. Should the Event continue after the end of the Duration any additional room hire cost will be payable at the appropriate rate pro rata, hourly or parts thereof;
- 14.1.15. immediately inform St Andrew Holborn of any accidents or damage occurring within the Premises;
- 14.1.16. not hold press conferences or make television or radio recordings on the Premises without the prior written consent of St Andrew Holborn (see 11.3);
- 14.1.17. comply at all times with St Andrew Holborn's no smoking policy. Smoking is not permitted anywhere on the Premises.
- 14.1.18. not impede in any way the officers servants and agents of St Andrew Holborn in the exercise by them of St Andrew Holborn's rights of possession and control of the Premises; and
- 14.1.19. not sub-license or share occupation of the Room.

15. Safeguarding

15.1. Clients are required:

- 15.1.1. to ensure that children are properly, adequately and appropriately supervised at all times during the Client's use of the church.
- 15.1.2. to comply with the policies, procedures, guidelines and recommendations set out in all relevant legislation, all relevant Home Office codes of practice and with the Church of England and Diocese of London Safeguarding Guidelines (including those contained in any relevant successor or supplementary publication).

16. General

- 16.1. No variation to this Contract shall be effective unless in writing and signed by both parties.
- 16.2. The benefit of this Contract is personal to the Client and is not assignable and the rights given to the Client may only be exercised by the Client.
- 16.3. St Andrew Holborn gives no warranty that the Premises are legally or physically fit for the purposes specified in this Contract.
- 16.4. The Contract is subject to English law and the jurisdiction of the English Courts.
- 16.5. In the case of use of the church of St Andrew Holborn or crypt (or part of either), this Contract is also subject to the jurisdiction of the Consistory Court of the Diocese of London and in the event of any differences arising with the construction or effect of the provisions of this Contract, such differences shall be referred to the Chancellor for the time being of the Diocese of London whose decision shall be final..