

# St. Luke's Church, Hillmarton Road N7 9JE

Reg Charity No: 1128923

## Terms and Conditions of Room Hire

St. Luke's Church, West Holloway ("the Church") offers a very versatile space that the PCC (the St. Luke's Parochial Church Council) are happy to hire out to groups and individuals.

Please read the following carefully, which explains the terms and conditions of hire which apply to hired use of the premises. If you wish to proceed to make a booking, please provide a signed copy of this document to the Church administrator with your signed booking form.

The Church administrator acts on behalf of the PCC regarding bookings. If you have any queries, or wish to make a booking, please contact:

**Tina Cooney**

[hire@saintlukeschurch.org.uk](mailto:hire@saintlukeschurch.org.uk)

0207 607 4892

St. Luke's Church, Hillmarton Road, London N7 9JE

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### 1. The Booking

- 1.1. The agreement for hire of the Church premises details of which are set out in the booking form is between the PCC and the person named in the booking form as hiring the premises (whether an individual or incorporated entity) ("the User").
- 1.2. The procedure published on the Church website for the hire of space at the Church forms part of these terms and conditions that apply to the agreement for hire and only bookings made in accordance with that procedure are valid. All bookings made through that policy are on and incorporate these terms and conditions.
- 1.3. The hired space may only be used for the purpose agreed with the PCC and in the space and during the period agreed with the PCC, each as set out in the booking form.
- 1.4. The start and end timings of the hire period must be observed and the User must ensure that they allow enough time to set up, clear up and have fully vacated the Church building before the end of the hire period stated on the booking form.
- 1.5. Where the booking is of the whole Church building, the User must (i) keep the Church administrator fully informed of all details relating to the proposed use of the premises from the point at which the booking is accepted until the time at which the premises are fully vacated at the end of the booking period and (ii) comply with all reasonable requirements which the Church (through the vicar, the church administrator, a churchwarden or another member of the PCC or person delegated by the PCC) may notify to the User.
- 1.6. The User should notify the PCC of any defect in the premises or in any of the Church's furniture or other equipment in the premises at or before the start of the hire period. The User accepts that they may be liable to the PCC in respect of any such damage of which the PCC becomes aware after that point in time.
- 1.7. The User is not permitted to sub-let or allow any other third party use of the hired space.

### 2. Hire Charges

- 2.1. The deposit and fees notified on the Church website apply to the hire for the use of the accommodation unless agreed otherwise with the PCC in writing in accordance with the PCC's published procedure for that and the agreed amounts stated in the booking form.
- 2.2. All amounts payable in relation to the booking must be paid on or before the due date stated on the booking form.

### **3. Security and Use**

- 3.1. The User is responsible for supervision and security of the booked accommodation and the supervision and behaviour of all persons using the premises for their booking. The User is asked to be respectful that the building is first and foremost a church and to manage those using or otherwise at the premises for the booking accordingly. The Chancel is a sacred area of the building and is out of bounds. It can only be used to access the toilets from the Church main hall. The User is not allowed to move or remove any furniture, goods or items from this area.
- 3.2. Where the User is provided with an access code for the door for the period of the hire, this code is strictly confidential to the individual to which it is given and must not be given to any other person except by written agreement from the PCC.
- 3.3. The User must ensure that the outside door of the Church is not propped open at any time and that only persons known to or specifically authorised by the User are given access to the building.
- 3.4. The User must ensure that all lights and heaters are turned off and all windows secured at the end of the hire period, prior to vacating the Church premises. Where the hire period extends over more than one day, the User will ensure that this occurs prior to the Church premises being vacated at any time during each day of the hire period.

### **4. Kitchens and Hospitality**

- 4.1. Where the User hires the main Church space, use of the large kitchen attached to that space is included in the terms of hire of that space. Where the User hires the small hall away from the main Church space, use of the small kitchen attached to that space is included in the term of hire of that space.
- 4.2. Users of the kitchen must comply with the rules and standards relating to it, particularly concerning hygiene and rubbish disposal, as displayed in the kitchens. The User must ensure that the kitchens are left in a clean and tidy condition at all times.
- 4.3. Use of the kitchen during a hire is for preparation of light refreshments and drinks. Users must provide their own tea, coffee, milk etc. and agrees the PCC may dispose of any foodstuffs left at the end of a week or any hire period without notifying the User.
- 4.4. Notify the administrator and detail on your booking form if you wish to use the kitchen for catered events (i.e. using ovens, stove, dishwashers etc.)
- 4.5. Users must provide or hire any glasses needed for an event and arrange for delivery and collection of hired glasses to enable the User and all other persons using the premises for the booking vacate the church premises at or before expiry of the agreed hire period.
- 4.6. Where a User wishes any alcoholic beverages to be served at the premises, the User must comply with all laws and regulations relating to the same, including having obtained any required license<sup>1</sup>.

### **5. Health and Safety and Related**

- 5.1. The User agrees to comply with the provisions of the church's Health and Safety policy and will ensure that all those using the accommodation are aware of the appropriate safety procedures (Policy attached and on the Church noticeboard).
- 5.2. Smoking is not permitted anywhere on the premises.
- 5.3. Candles, tea lights, incense sticks or other naked flames may not be used during a hire. There is a First Aid box located in the back kitchen (through double doors from Main kitchen) and under the sink in the small Hall kitchen. All accidents must be reported in the accident book located in the main kitchen and email the administrator.

### **6. Safeguarding**

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<sup>1</sup> For more information, please take appropriate expert advice and see official published guidance at <https://www.gov.uk/guidance/alcohol-at-charity-meetings-and-events>

- 6.1. The User agrees to comply with the Safeguarding Policy of St. Luke's, West Holloway. Details of the policy may be obtained from the church administrator.

## **7. Compliance**

8. The User needs to ensure they have any and all relevant permissions, licences and insurance reasonably required for the activities that take place during the hire period and reasonably to cover any liabilities arising from it to any party.

## **9. Church Fabric, Furniture and Equipment**

- 9.1. The User must take care not to damage anything at the Church, and more specifically within the hired space, and will be responsible for any any all damage (other than fair wear and tear) to the accommodation or any of the Church's fixtures and fittings or equipment, however it arises.
- 9.2. After the use of the accommodation, each space used must be left in a clean and tidy condition with all furniture and equipment left in the same position as at the commencement of the hiring.
- 9.3. Tables must be folded and put away; small tables stacked; chairs stacked. Furniture must be lifted and NOT dragged, to avoid damage to the floor - a chair trolley should be used (please ask the church administrator for any further details).
- 9.4. The User may not use any fixing or fastenings to any wall or floor (including adhesive tape and Blu-Tac or equivalent.) Masking tape may ONLY be used to mark out areas on the floor and provided that it does not mark or damage the floor. This must be removed at the end of the day. The administrator can supply suitable tape upon request.
- 9.5. The User must not leave any equipment, furniture or articles of any kind in the Church premises unless by prior written agreement from the PCC. The PCC who reserves the right to charge a separate fee for the provision of any such specified and agreed storage facilities.
- 9.6. The User notes that the Church is cleaned twice a week. Where the hire period extends over more than one day, the User must clean the toilets, kitchen sinks and empty bins each day that they are used.

## **10. Parking**

- 10.1. The Church does not have any off-street or designated parking spaces<sup>2</sup>. Users will not and will ensure that no other person parks any vehicle anywhere on the Church premises (including in its grounds).

## **11. Responsibility and Liability**

- 11.1. The User accepts that they are responsible for the event and everything that may occur at the premises during the hire period. If the User is not an individual<sup>3</sup> the User must ensure at all times during the hire period that there is an individual present who is authorised to represent the User in relation to the booking. If the User is an individual, the User must be personally present at all times during the hire period, except by agreement with the PCC before booking. If the PCC has agreed that the User may not be personally present at the premises at any time during the hire period, then the User must designate a representative to act on their behalf and have the representative sign the booking form and terms and conditions where marked below. Where the User nominates such a representative, the representative will be jointly and severally liable with the User in respect of the obligations of the User under the agreement for hire.
- 11.2. The User agrees that the Church accepts no responsibility for any loss or damage to any person or property arising out of the User's use of the accommodation. This does not limit the PCC's legal liability for loss arising from personal injury or death which may not be limited by law.
- 11.3. The User will indemnify and keep indemnified the Church, its PCC (and each of its members) and any employee or agent which they may have from time to time against any and all losses, damages, claims, fines, costs or expenses (including,

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<sup>2</sup> At the time of drafting of these terms and conditions, there is 'Pay and Display' parking on Hillmarton Road and Penn Road and there are additional parking restrictions in Penn road when Arsenal are playing at home.

<sup>3</sup> For example, if the User is a charity incorporated as a company.

without limitation, any claim made by any third party for actual or alleged breach of any obligation to them) which any of them incur as a result of or in connection with access or use of the premises under the booking.

**In applying to hire space for use at St Luke's church, West Holloway, the User agrees and undertakes to comply with the above Terms and Conditions, which it has read and understood.**

**Signed**

Name of User: \_\_\_\_\_ (PRINT)

Signature: \_\_\_\_\_

Date of signature: \_\_\_\_\_

**If User is not an individual (e.g. a company):**

• Print name of signatory: \_\_\_\_\_

• Relationship of signatory to User: \_\_\_\_\_

**If PCC has agreed that the User may not be personally present at the premises during the hire period:**

Name of User's representative: \_\_\_\_\_ (PRINT)

Signature of User's representative: \_\_\_\_\_

Date of signature: \_\_\_\_\_