



DATED

VENUE HIRE AGREEMENT

242-244 Pentonville Road, London, N1

between

KING'S HOUSE
(KXC)

and

XXXX



CLAUSE

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THIS HIRE AGREEMENT is dated _____

PARTIES

(1) Kings Cross Church, a registered charity in England and Wales with charity number 1141658 whose registered office is at 237 Pentonville Road, London, N1 9NG (**Venue Owner**).

(2) XXXX, [a registered charity in England and Wales with charity number XXXXX whose registered office is XXXXX] or [a private limited company with company number XXXXXX and whose registered office is XXXX] or [an individual whose principal address is XXXXXX] (**Hirer**).

AGREED TERMS

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Hire Agreement.

1.1 DEFINITIONS:

Booking form: means the document recording the details of the Event, including the guaranteed minimum fee, agreed between the Venue Owner and the Hirer at the time of the application

Hire Agreement Summary Form: Means the details of the Event, including any alteration to consumables, numbers, Services, times, dates or areas used, and as agreed between the Venue Owner and the Hirer before the commencement of the Event.

Venue: refers to any room or ancillary area at 242-244 Pentonville Road, so designated in the Hire Agreement and to which the Hirer has been granted permission to enter and/or use under the Hire Agreement.

Consumables: means the food and drink (incl. alcoholic drinks) to be supplied at the Event;

Event: is the activity/function taking place at the Venue during the Period of Hire, as described in the Booking Form.

The period of Hire: is the period of time as described in the Hire Agreement Summary Form and includes any time required by the Hirer to set up and clear the Venue.

Hire Fee: refers to the guaranteed minimum fee (incl. VAT at the prevailing rate), to include the room hire charge, Minimum Catering Charge (excl. service charge), weekend supplement charge (where applicable) and other charges as included on the

Booking Form and any further Additional Charges as agreed between the Venue Owner and the Hirer for the purposes of the Event.

Hire Deposit: refers means the sum payable by the Hirer to secure the booking, in lieu of payment of the final invoice.

Hire Period: is the period of time as described in the Hire Agreement Summary Form and includes any time required by the Hirer to set up and clear the Venue.

Minimum Catering Charge: Shall be calculated using published menu prices for the chosen food service per person multiplied by the guaranteed minimum number of attendees for the Venue.

Additional Charges: Means any fees that may be chargeable by the Venue Owner for any alteration to Consumables, numbers, Services, times, dates or areas used in conjunction/addition to those agreed in Booking Form or the Hire Agreement Summary Form.

Contractors: Means such suppliers of Services in respect of the Event as are on the Venue Owners Approved Contractors list or otherwise agreed with the Venue Owner in advance.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

Services: means the provision of catering services, Event services and the supply of Consumables

1.2 The Booking Form, the Hire Agreement Summary Form and any Appendices and documents referred to there in form part of this Hire Agreement and shall have effect as if set out in full in the body of this agreement.

1.3 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.4 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.5 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.6 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2. APPLICATION FOR HIRE

2.1 All bookings will be treated as provisional and the Hirer shall have no rights pursuant to this Agreement until the signed Booking Form is received from the Hirer and the appropriate deposit has been paid.

2.2 Venue(s) shall be held provisionally for 7 calendar days following the enquiry by the Hirer. After this time the venue(s) shall be made available for booking by other parties and the Venue Owner reserves the right to make such bookings without prior notification to the Hirer.

2.3 Applications will not be accepted from persons acting on behalf of a third party unless this is declared at the time of the application.

2.4 The Hirer must honestly declare and fully represent at the outset the purpose for hiring the Event Space. Any actual or apparent misrepresentation may result in cancellation of the Event by the Venue Owner without further liability whatsoever to the Hirer.

3. HIRE AGREEMENT

3.2 The Period of Hire, Venue/area of hire and service(s) to be provided, will be agreed between the Hirer and Venue Owner and shall be detailed on the Hire Agreement Summary Form together with the permitted number of guests.

3.3 The Hirer must pay a non-refundable deposit to Venue Owner, within 14 days of the Agreement Date as stated on the Hire Agreement Summary Form, to secure the booking.

3.4 The Hirer will meet the costs of the Event as set out in the Booking Form and Hire Agreement Summary Form as well as any Additional Charges.

3.5 It is the Hirer's responsibility to notify Venue Owner of its authorised representative for the Event. The Venue Owner may require the Hirer to nominate a Fire Marshall, Stewards and First Aiders for the event.

3.6 The end of the Event must be scheduled to allow sufficient time for the Hirer to clear the Venue of all persons, equipment or other objects brought in by the Hirer within the agreed Period of Hire.

3.7 The Hire Agreement constitutes the entire agreement between the parties relating to the subject matter of the agreement. The Hire Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Hire Agreement shall not exclude liability in respect of any fraudulent misrepresentation.

3.8 In the case of any discrepancy within the Hire Agreement documents these Conditions shall prevail.

4. USE OF VENUE

4.2 No part of the Venue, building, or ancillary areas may be used for any purpose other than that described in the Hire Agreement.

4.3 No part of the Venue, building or ancillary areas may be used for any unlawful purpose or in any unlawful way.

4.4 No animal is allowed to enter the Venue without the prior written consent of Venue Owner at the time of booking. Assistance dogs within the meaning of the Equality Act 2010 are exempt.

4.5 No bolts, nails, tacks, screws, adhesives, tape or other such fixing devices may be attached to the walls or fabric of any building or ancillary areas. No placards or other articles are to be fixed to any part of the Venue or fabric of the building.

4.6 Concerts, loud music or other activities likely to cause excessive noise nuisance are not permitted. Background music may be permitted with the prior consent of Venue Owner. For the avoidance of doubt, the Hirer is responsible for any required licenses or performance fees payable, for example a public performance licence or music royalties.

4.7 No sweepstake, raffle, tombola, lottery or other form of gambling is to be permitted to take place in the Venue without the prior written consent of the Venue Owner.

5. HIRE CHARGE

5.2 Venue Owner shall issue an invoice for the deposit charge (together with V.A.T. at the prevailing rate) at the time of generating the Hire Agreement which must be paid within 14 calendar days of the date of the invoice. The deposit constitutes a non-refundable payment.

5.3 The Hire Deposit charged will be as follows:

When an application for hire is made:	Hire Deposit:
Within 3 months of Event	The total Hire Fee is payable immediately
More than three months but less than one year of Event	a Hire Deposit of 25% of the Hire Fee is payable immediately.
more than one year of Event	a Hire Deposit of 10% of the Hire Fee is payable immediately.

5.4 The full balance of the Hire Fee must be paid at least three months prior to the start of the Event and if it is not the Venue Owner may cancel the hiring and retain any sum already paid.

5.5 In the event of Venue Owner incurring additional expense not provided for in any quotation as a result of the occurrence of the Event i.e. variation and/or alteration of instructions and/or details and/or a failure by the Hirer or his representative to provide the same, such additional expense shall be added to the price as an Additional Charge.

5.6 If payment of the Hire Fee is not received by the dates set out in this Condition, Venue Owner reserves the right to cancel the Event without liability of Venue Owner to the Hirer.

5.7 For the avoidance of doubt the Venue Owner may exercise any statutory right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 if it is not paid according to the agreed payment schedule.

5.8 Payment details are included on the Hire Agreement Summary Form and invoice.

6. HEALTH & SAFETY AND SECURITY

6.2 The Hirer must take all reasonable care for their own health and safety, and for the health and safety of others who may be affected by their actions, omissions or the use of equipment. The Hirer and any persons/ appointed Contractor working on their behalf must comply with all relevant health and safety

legislation and any measures implemented by the Venue Owner.

6.3 The maximum number of guests allowed within the Venue is governed by fire and health & safety regulations. The maximum number stipulated in the Hire Agreement Summary Form must not be exceeded for any reason. Venue Owner reserves the right to restrict the number of people in a room at any one time.

6.4 If this number is exceeded Venue Owner may terminate the Event immediately without recompense to the Hirer.

6.5 While the Event is in progress, the Hirer shall take instructions/directions from Venue Owner staff concerning health, safety and security matters. Venue Owner staff will assume full control and responsibility for procedures, including, where appropriate, evacuation procedures if their perception is that any security matter warrants such control and implementation of procedure.

6.6 All gangways, corridors, staircases, passageways, entrances and exits must at all times be kept entirely free from obstruction.

6.7 Fire doors must remain closed at all times when not in use except where they are held open with electro-mechanical devices linked to the fire alarm system. Fire doors must not be obstructed or wedged or permanently tied closed.

6.8 The Venue is designated as a 'no smoking' area and the Hirer shall use all reasonable endeavours to enforce this policy during the Hire Period.

6.9 The Hirer shall be responsible for maintaining the proper order and conduct of all guests attending the Event and shall ensure such persons comply with any instructions they may receive from any Venue Owner staff and generally behave in an appropriate manner. The Venue Owner reserves the right to remove any person attending the Event from the Venue if in its opinion they are not behaving in an acceptable manner and/or are not complying with the Venue Owner's terms and conditions of access.

6.10 The Venue Owner reserves to itself, its staff and its authorised persons (including but not limited to police and fire officers) at all times and without liability to the Hirer the right to suspend or control in such manner and to such extent as the Venue Owner may consider necessary, any situation, action, person

or event occurring during the Event, which is in breach on the part of the Hirer of the terms of this Agreement or which may constitute a danger to public safety (including the safety of the persons present at the Event) or which may cause a breach of the peace or which may be considered to be harmful, undesirable or offensive.

7. CONSUMABLES AND SERVICES

7.2 The Venue Owner has appointed a Select List of Caterers with exclusive rights to all catering including the provision of intoxicating liquor on the premises.

7.3 No food or drink shall be brought onto the premises unless a waiver has been agreed in writing.

7.4 No cooking is allowed on the premises.

7.5 Venue Owner does not permit the use of any third party caterers and no food or drink (including alcoholic drinks) may be used or brought into the Venue by the Hirer or their guests without prior written consent from Venue Owner at the time of the booking.

8. EQUIPMENT

8.2 No lighting, heating, power, cabling or other electrical fittings or appliances in the Venue are to be altered, moved, or in any way interfered with.

8.3 No additional heating, power, cabling or other electrical fittings or appliances are to be installed or used within the Venue without prior consent of Venue Owner.

8.4 Where Venue Owner has approved the use of additional electrical equipment the Hirer must ensure this equipment meets all relevant health and safety legislation and requirements and the Hirer shall indemnify Venue Owner against all claims and expenses for any injury or damage caused by such equipment.

8.5 All portable electrical equipment brought into the Venue by the Hirer or their Contractors must be PAT tested and display current certification labels, or the Hirer shall provide proof of compliance at the request of Venue Owner. Venue Owner reserves the right to disconnect and/or remove electrical equipment from the Venue which does not display evidence of a PAT test within the previous 12 months.

9. CANCELLATIONS

9.2 The Venue Owner reserves the right to cancel the hire agreement at any time if:

(a) the Hirer fails to pay any charge, deposit or damage deposit in accordance with this Hire Agreement;

(b) the Hirer has misled the Venue Owner or breaches these terms and conditions;

(c) if the Venue is closed due to circumstances outside its control which precludes the Event taking place;

(d) the Hirer becomes unable to pay its debts as they fall due or enters into liquidation, administration or bankruptcy;

(e) the Event may, in the opinion of the Venue Owner, damage or prejudice the reputation and/or good name of the Venue Owner

9.3 The Hirer may cancel the hire agreement by notice in writing to the Venue Owner staff.

9.4 The Venue Owner will use reasonable endeavors to re-hire the premises but the Venue Owner reserves the right to charge a cancellation fee. Any sums received by the Venue Owner for re-letting the premises shall be deducted from the cancellation fee. The cancellation fee shall be:

(a) 100% of the Hire Fee for cancellation less than one month before the date of the event;

(b) 50% of the Hire Fee for cancellation more than one month but less than three months before the date of the event;

(c) Where the hire agreement is cancelled more than three months before the event there is no cancellation fee but the deposit will be forfeit unless an alternative date(s) for hire can be agreed.

9.5 Any cancellation charges detailed above will be invoiced to the Hirer and must be paid within 7 calendar days. The Hirer is advised to seek cancellation insurance from a third party.

9.6 The Hirer may postpone the Event with over 90 days written notice to the Venue Owner before the Event without penalty and the deposit payment duly transferred if the Hirer reschedules the Event for a future date no more than 90 days from the date of the original commencement of the Period of Hire. Any date beyond this will be considered a cancellation

and charges as set out in Clause 9.1, 9.3 or 9.4 will apply in full as applicable.

9.7 If the Venue Owner cancels the agreement under clause 9.1(c) it will refund the sums already paid by the Hirer but will have no further liability to the Hirer.

10. ACCESS TO THE VENUE

10.2 Access to the Venue is granted at the sole discretion of the Venue Owner. The Hire Agreement does not constitute the grant of a tenancy and does not confer on the Hirer any right to exclude the Venue Owner or those acting on behalf of the Venue Owner from the Venue

10.3 The Hirer acknowledges that:

- (a) the Hirer shall occupy the Property as a Hirer and that no relationship of landlord and tenant is created between the Venue Owner and the Hirer by this agreement;
- (b) the Venue Owner retains control, possession and management of the Property and the Hirer has no right to exclude the Venue Owner from the Property; and
- (c) the Hire is personal to the Hirer and is not assignable and the rights given in clause 3 may only be exercised by the Hirer and its employees, unless otherwise agreed by the Venue Owner.

11. COMPLIANCE WITH STATUTES AND REGULATIONS

11.2 The hirer shall strictly observe and perform the relevant provisions contained in The Children and Young Persons Act, 1933, the Copyright Act, 1956, or any statutory modification or re-enactment thereof and all other statutory provisions and shall comply with all obligations and requirements of any licensing applicable to any hiring and shall indemnify and keep indemnified the Venue Owner from all penalties, damages, costs and proceedings which they may incur in consequence of any breach or default in complying with those provisions, obligations and requirements.

11.3 Organisations or Events involving children and young people must have a child protection policy available for inspection and valid DBS checks where applicable.

11.4 The hirer shall strictly observe the requirements and regulations of any licensing authority as to exhibitions and Public Entertainment Licensed events and the number of persons to be

admitted, number and location of uniformed attendants, arrangement of seating, widths of gangways between chairs, stands and tables, the requirement to keep free of obstruction any emergency signs, stairways and exits and other like requirements.

12. NOTICES

12.2 Any notice or other communication which is to be given by either party to the other shall be in writing and be given by letter or electronic mail. Such letters shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party to the address given in this Licence, or as otherwise specified by the relevant party by notice in writing to each other party.

12.3 Any notice given in accordance with clause 12.1 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.
- (c) If sent electronically, such notices or communications shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

12.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. LIABILITY AND INDEMNITY

13.2 Subject to clause 13.2, the Venue Owner is not liable for:

- (a) the death of, or injury to the Hirer, its employees, customers or invitees to the Property; or
- (b) damage to any property of the Hirer or that of the Hirer's employees, customers or other invitees to the Property; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Hirer or the Hirer's employees, customers or other invitees to the Property in the exercise or purported exercise of the rights granted by clause 2.



13.3 Nothing in clause 13.1 shall limit or exclude the Venue Owner's liability for:

- (a) death or personal injury or damage to property caused by negligence on the part of the Venue Owner or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Venue Owner to exclude or restrict liability.

13.4 The Hirer shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Hirer, arising out of the Event and in respect of the liability outlined in Clause 13.1 to indemnify the Licensor and keep the Licensor indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from this Hire Agreement. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Hirer.

14. THIRD PARTY RIGHTS

A person who is not a party to this licence shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

15. GOVERNING LAW

This licence and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

16. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this licence or its subject matter or formation (including non-contractual disputes or claims).

This licence has been entered into on the date stated at the beginning of it.

SIGNATURES

Signed by a director for and on behalf of the Venue Owner
Signed by Hirer for and on behalf of XXXX