
9-23 Marsham Street, London SW1P 3DW

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Emmanuel Centre is the home to Emmanuel Evangelical Church, an apostolic, cell-based Church committed to obeying the Great Commandment and to fulfilling the Great Commission (*Matthew 28:18-20*) by motivating, equipping and empowering every member to be an effective minister of Jesus Christ.

Emmanuel Centre is available for hire to external organizations from time to time:

- All bookings made by persons in respect of any Space at Emmanuel Centre is subject to the Hire Terms
- Full intended details of the Event must be supplied in writing on the Booking Form in order for the booking to be considered
- All the Hire Terms must be strictly adhered to
- A 25% non-refundable deposit must be paid to secure a booking.

Please note: A booking reservation will only be held for a maximum of **10** working days pending payment of the non-refundable deposit. The reservation will be released for hire to other parties if such deposit is not received.

Emmanuel Centre has a strict NO SMOKING policy in the Building.

1. INTRODUCTION AND DEFINITIONS

1.1 This document sets out the terms which apply to the hiring of any Space in the Building.

1.2 Capitalised terms used in this document shall have the following meanings:

“Agreement” means the agreement to hire a Space, subject to the Hire Terms; and **“this Agreement”** means the Agreement with you;

“Booking Form” means the booking form substantially in the form set out in Schedule 1, which identifies an Event, the Space and specific details of that Event;

“Building” means the building located at 9-23 Marsham Street, London SW1P 3DW (which includes the Space), and its perimeter;

“Emmanuel Centre” is the trading name of Emmanuel Evangelical Church in connection with the hire of the Space;

“Centre Rules” means such rules relating to, amongst other things, the use of the Building, health and safety policy and/or fire policy, as may be from time to time amended or modified.;

“Event” means an event (including, but not limited to, the Services and other facilities) booked by you with Emmanuel Centre at the Building;

“Force Majeure” means any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including without limitation strikes, lock-outs or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), act of God, war, riot, terrorism, civil commotion, malicious damage, compliance with any safety, law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, loss of power, fire, flood, storm or default of suppliers or sub-contractors. For avoidance of doubt, Force Majeure does not include adverse weather conditions or disruption to public transport;

“Hire Charge” means the total amount payable for the hire of the Space, as indicated in the Booking Form;

“Hire Period” means the period for an Event (which includes the set-up and pack-down times), as specified in the Booking Form;

“Hire Terms” means these Standard Terms, as supplemented by the Booking Form, and the Centre Rules;

“Insolvency Law” means any law, rule or regulation relating to bankruptcy, insolvency, reorganisation, winding up or composition or adjustment of debts.

“Insolvent” means, with respect to any person, the occurrence of any of the following:

(a) that person:

- (i) is unable or is deemed to be unable to pay its debts within the meaning of s123(1)(e) of the Insolvency Act 1986; or
 - (ii) admits in writing its inability to pay its debts generally;
- (b) that person shall make a general assignment for the benefit of creditors;
- (c) the commencement of any voluntary case or other proceeding by that person seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, administration, reorganisation, arrangement, adjustment, protection, relief or composition of it or its debts under any Insolvency Law, or seeking the entry of an order for relief or the appointment of a receiver, trustee, liquidator, administrator or other similar official for it or any substantial part of its property or that Person shall consent to the appointment of or taking possession by a receiver, liquidator, administrator or other similar official for that Person or for any substantial part of its property;
- (d) the commencement of any case or other proceeding against such person without such Person's application or consent seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding up, administration, reorganisation, arrangement, adjustment, protection, relief or composition of it or its debts under any Insolvency Law, or seeking the entry of an order for relief or the appointment of a receiver, trustee, liquidator, administrator or other similar official for it or any other substantial part of its property; or
- (e) such Person shall take any corporate, partnership or other similar appropriate action to authorise any of the actions set out in (a), (b), (c) or (d);

"Intended Purpose" means the purpose(s) for which Emmanuel Centre agrees to hire the Space to you as specified in the Booking Form;

"Laws" means means any law (including common law), constitution, statute, treaty, regulation, rule, ordinance, order, injunction, writ, decree, judgment or award of any official body or any fiscal, monetary or other authority having jurisdiction over or the ability (either directly or indirectly) to otherwise control, regulate or bind any person or its property or assets and includes, without limitation, all applicable fire, electrical, health and safety regulations (whether statutory or otherwise) (such as the Fire Precautions Act 1971 and the Health and Safety at Work Act 1974). References to any Law refer to that Law as amended from time to time and include any successor Law;

"Maximum Capacity" means the maximum capacity for each Space in each setting, as set out on the Booking Form;

"Services" means any service or facility (other than the hire of the Space) which Emmanuel Centre agrees to provide, as set out on the Booking Form;

"Space" means that part of the Building which you are hiring for an Event, as identified on the Booking Form;

"Standard Terms" means the terms set out herein (including all the schedules);

“**Third Party**” or “**Third Parties**” means all parties other than you who are connected to the Event or who enters or uses the Space or Building in connection with the Event, in whatever capacity;

“**Total Charge**” means the sum of the Hire Charge and any other amounts payable under this Agreement;

“**you**” or “**your**” means the party (excluding Emmanuel Centre) to this Agreement.

2. TERMS OF HIRE

2.1 Your license to occupy the Space for the duration of the Hire Period for an Event is subject to the Hire Terms. The Services provided to you for an Event will also be subject to the Hire Terms. No relationship of landlord and tenant is created between you and Emmanuel Centre.

2.2 The Hire Terms shall be the final terms and conditions of this Agreement and cancels and replaces any other agreement or understanding in relation thereto.

2.3 Emmanuel Centre accepts no liability to anyone, other than you, in connection with this Agreement.

2.4 Any reservation made orally or in writing will only be held for a maximum of **10** business days unless a 25% non-refundable deposit (the “**Deposit**”) is received by Emmanuel Centre. Emmanuel Centre may release the reservation and offer for hire to other parties if the Deposit is not received in time.

2.5 You shall submit full details of the Event in writing on the Booking Form in order for the booking to be considered, or, if later, at such time as agreed with Emmanuel Centre.

2.6 You shall provide Emmanuel Centre, no later than 30 calendar days before the commencement of the Hire Period, a full detailed programme (including any details of any activities) of the Event. You shall bring to the attention of Emmanuel Centre any aspect of the programme or any activity planned for the Event that may cause a nuisance to or have an adverse impact on other users of the Building (“**Adverse Activity**”), any anticipated external entertainment, services or activities and whether this will be a ticketed event.

2.7 If so required by Emmanuel Centre, you shall submit to Emmanuel Centre a draft of any written material or a copy of any photography, drawing or diagram, relating to the Event or to the Space or Building, which you propose to distribute or publish, and comply with any requirements relating to its form, content, publication or distribution as Emmanuel Centre may reasonably require.

2.8 As soon as reasonably practicable following a request from you, Emmanuel Centre shall provide you with a risk assessment for the Space, as well as any health and safety policy statement and fire policy statement.

3. YOUR OBLIGATIONS

3.1 You shall:

- (a) use the Space for the Intended Purpose only;
- (b) promptly inform Emmanuel Centre if any licenses, consents and/or permits (“**Consents**”) are required in connection with the Event and you shall be responsible for obtaining such Consents prior to the Event and shall supply an electronic copy of such Consents to Emmanuel Centre;
- (c) comply at all times with the Hire Terms, all applicable Laws, Centre Rules, terms of any Consents and any decision or recommendation by the licensing officer or other licensing or entertainment authority and any other reasonable requests made by Emmanuel Centre, and shall procure that all Third Parties do so. You shall remain liable for any liabilities, losses or damages arising from any Third Party’s non-compliance;
- (d) ensure that the Hire Terms are brought to the attention of Third Parties and shall provide such Third Parties (as appropriate) with a copy of the Health and Safety Policy and Method Statements and Risk Assessments for the work to be done;
- (e) ensure that no person:
 - (i) fixes anything to the structure or contents/fixtures or fittings of the Building;
 - (ii) marks, soils or damages the structure or fixture or fittings of the Building;
 - (iii) affix any banners, bills or posters to structure, walls or fabric of the Building;
 - (iv) drive any bolts, tacks, screws or similar objects in any part of the Building;
 - (v) paint or constructs (save by way of approved prefabricated components) any object or structure inside the Building;
 - (vi) uses smoke machines, lasers, cracked oil, dry ice, naked flames, fireworks, Chinese lanterns or any form of pyrotechnic;
 - (vii) leaves anything in, or in any way obstructs, an emergency or fire exit and shall keep such emergency or fire exits clear at all times;
 - (viii) solicits money, whether for charitable or any other purposes, at the premises nor permit any goods, services or any other matter capable of being sold (including, but not limited to, tickets (unless otherwise agreed with Emmanuel Centre) to be sold within the Building;
 - (ix) smokes in the Building. In the event that any person breaches this policy, you shall be responsible for the damage caused which shall include, but not limited, to deep-cleaning costs;

- (f) erect temporary fire exit signs at its own costs, if so required by Emmanuel Centre;
- (g) be responsible for the safekeeping of any item brought into the Building, including any equipment hired from Emmanuel Centre;
- (h) be liable for the loss or damage to any item hired from Emmanuel Centre;
- (i) if any part of the Building is to be used as an exhibition or display or if display stalls are erected in the Building, submit to Emmanuel Centre, no later than 30 calendar days prior to the commencement of the Hire Period, a scale plan showing the proposed dimensions and positions of the exhibition, display or stall(s). You shall be responsible for ensuring that the correct measurements are used in the plan and Emmanuel Centre accepts no responsibility for this and revise the scale plan in accordance with Emmanuel Centre's instructions;
- (j) not erect any exhibition, display or stall until the scale plan has been approved by Emmanuel Centre and ensure that the exhibition, display or stalls(s) conform at all times to the position and dimensions of the plan approved by Emmanuel Centre;
- (k) provide Emmanuel Centre with a list of names of all contractors together with written proof that such contracts hold Employer's and Public Liability Insurance with an indemnity limit of at least £5 Million (five million pounds sterling);
- (l) shall take out and maintain during the Hire Period insurance with an insurer approved by Emmanuel Centre and for such matters as agreed with Emmanuel Centre for an amount not less than £5 Million (five million pounds sterling) and at the request of Emmanuel Centre, produce a certificate of insurance for inspection by Emmanuel Centre;
- (m) in relation to any item brought into the Building or used in connection with the Event, comply with all applicable Laws as to installation, use, storage, protection and transportation or other dealing, including (if appropriate) obtaining any certificates that certify that such item meets applicable safety standards and provide a copy of such certificate to Emmanuel Centre;
- (n) ensure that no item is used in a way that will damage or interfere with the electrical installations or activities in the Building;
- (o) keep the Space and the Building clean, tidy and undamaged and remove all items and rubbish from the Building at the end of the Hire Period;
- (p) be liable for any loss, damage, personal injury or death arising out of or in connection with the Event or use of the Building;
- (q) not to allow any act of worship to be held in the Building without prior written consent of Emmanuel Centre or to use the Space or any part of it for any activity which, in the opinion of Emmanuel Centre, may bring Emmanuel Centre or Emmanuel Evangelical Church into disrepute or which may contravene or compromise its beliefs or values;
- (r) take all reasonable security measures in connection with the Event;
- (s) without limiting the generality of paragraph 7, be liable to pay any liability, cost or expense of Emmanuel Centre arising from any breach by you of this Agreement, including without limitation:

- (i) costs and expenses incurred by Emmanuel Centre for having to take any action or steps in order to ensure your compliance with this Agreement;
 - (ii) cleaning of the Space and other relevant parts of the Building;
 - (iii) removing or discarding all items and/or storing any items not removed from the Building at the end of the Hire Period;
 - (iv) repairs resulting from any damage caused to the structure, fixture and fitting of the Building; and/or
 - (v) failure to vacate at the end of the Hire Period, including any claims against Emmanuel Centre by any other person who has been delayed in or prevented from obtaining access to the Space or Building for a subsequent event.
- (t) immediately bring to the attention of Emmanuel Centre any Adverse Activity not already drawn to Emmanuel Centre's attention and cooperate to limit any Adverse Activity to the satisfaction of Emmanuel Centre;
- (u) not to use any caterers other than the in-house caterer without the prior written approval of Emmanuel Centre and subject to any conditions Emmanuel Centre may impose;
- (v) take such amounts of electricity (from the outlets installed for that purpose) as may be reasonably required for the Event, subject to any conditions (including payment terms) as determined by Emmanuel Centre;
- (w) ensure that the Maximum Capacity for any Space is not exceeded at any time, and shall at all times comply with all reasonable directions given or requests made by Emmanuel Centre.

4. EMMANUEL CENTRE'S RIGHTS

4.1 Emmanuel Centre has the right (without any liability to you) to enforce the Hire Terms and without limiting the foregoing:

- (a) refuse any external entertainment, services or activities that you may have arranged which has not been pre-approved in writing by Emmanuel Centre;
- (b) act to limit or cease any Adverse Activity;
- (c) prohibit anything to be brought into, or require anything to be removed from, the Space or any part of the Building, and in its sole discretion, prohibit the use of any electrical item, equipment or appliance (including without limitation any radio transmitting equipment), and, if Emmanuel Centre thinks fit, may require such equipment or appliance to be removed from the Building;
- (d) evacuate the Building in the event of a fire alarm or other emergency irrespective of whether or not it is a genuine emergency;

- (e) immediately
 - (i) cease any activity and/or
 - (ii) suspend the use of the Space or Building and/or
 - (iii) impose conditions under which such activity or use of the Space may be allowed to continue and/or
 - (iv) require any person to leave the Space or the Building, if such activity or use, in Emmanuel's Centre opinion, may be considered unsafe, immoral, offensive, noxious or illegal or which is in contravention of the Hire Terms (including, but not limited to, a contravention of paragraph 3.1((q) above) or the Centre Rules or if cessation or suspension is required in the interest of security;
- (f) eject any person who smokes in the Building or in the interest of security;
- (g) require the number of people in excess of the Maximum Capacity to leave the Space or Building;
- (h) refuse entry of any person or anything into the Building which does not comply with security procedures (including any searches or opening of any item for inspection) and/or who fails to produce acceptable proof of identity;
- (i) impose additional appropriate security measures;
- (j) enter any part of the Space at any time during the Hire Period and at the end of the Hire Period or upon termination of this Agreement, to enter the Space and to end the Event forthwith and to remove or eject any person;
- (l) remove and/or discard anything left in the Building after the Hire Period has ended or upon termination of this Agreement;
- (m) store, at the Client's own risk and cost (as indicated in the Centre Rules), any item left behind after the Event and may dispose of any such items after 14 days from the end of the Hire Period at its sole discretion, by sale or otherwise, and on such conditions as it thinks fit and set-off the proceeds of sale against any sum due to Emmanuel Centre under this Agreement and otherwise keep the remainder of any such proceeds;
- (m) vary prices from time to time, and in so far as such variation affects you, will inform you of this prior to the Event; and
- (o) carry out such other services as requested by the Client subject to additional charges.

5. TERMINATION RIGHTS

5.1 This Agreement may be terminated by Emmanuel Centre with immediate effect if you:

- (a) cancel or postpone the Event;
- (b) reduce the total Space resulting in a reduction of Hire Charge; or
- (c) reduce the duration of the Event resulting in a reduction of Hire Charge.

5.2 Without limiting paragraph 5.1 above, Emmanuel Centre may terminate this Agreement with immediate effect if:

- (a) the Building, or any part of it, is closed or damaged due to circumstances beyond its reasonable control;
- (b) so requested or required by any governmental or other authority;
- (c) if your credit status deteriorates or if you are Insolvent;
- (d) Emmanuel Centre has reason to believe that the Event or any activity which is part of the Event will be unsafe and/or not in the interest of security and/or contravene the Hire Terms (including, but not limited to, a contravention of paragraph 3.1(w) above) or the Centre Rules and/or is will cause a nuisance or have an adverse impact on other users of the Building;
- (e) Emmanuel Centre has reason to believe that the Space will be used/is being used other than for the Intended Purpose;
- (f) you do not pay on the due date the amount payable to Emmanuel Centre in accordance with the Hire Terms unless such non-payment is remedied within 3 business days; and
- (g) you do not comply with any other Hire Terms unless such non-compliance is remedied to the satisfaction of Emmanuel Centre.

Emmanuel Centre may give reasonable notice of termination if it is practicable to do so.

5.3 Upon termination, you shall immediately vacate the Space and Building and remove all items you have brought into the Building.

5.4 If the Agreement is terminated in accordance with paragraph 5.1 or paragraph 5.2, a Termination Fee shall be payable by you to Emmanuel Centre in accordance with Schedule 2.

5.5 You shall have no claims against Emmanuel Centre for any loss or damage you may suffer or for any liability which you may incur or have incurred arising from termination of this Agreement pursuant to this paragraph 5.

6. FORCE MAJEURE

6.1 If you or Emmanuel Centre is prevented or delayed in the performance of any of its obligations under this Agreement by Force Majeure, that party may serve a notice in writing on the other party specifying the nature and extent of the circumstances giving rise to Force Majeure and terminate the Agreement and the provisions of this paragraph 6 shall apply.

6.2 If this Agreement is terminated pursuant to paragraph 6.1 above by a party, and:

- (a) if the relevant Force Majeure occurs after the commencement of the Hire Period, Emmanuel Centre shall be entitled to retain or to be paid the greater of:
 - (i) the Deposit, and
 - (ii) that part of the Hire Charge attributable to the number of days of the Hire Period which has elapsed from the commencement of the Hire Period to the date of such notice is deemed delivered, together with any other costs incurred by Emmanuel

Centre in connection with the Event; and

(b) if the relevant Force Majeure occurs prior to or at the commencement of the Hire Period and continues during the Hire Period, Emmanuel Centre shall be entitled to retain or to be paid the Deposit, together with any other costs incurred by Emmanuel Centre in connection with the Event.

6.3 Emmanuel Centre shall not be in breach of this Agreement and shall not be liable in any way for any delay or failure in performing any of its obligations or for any loss, damage or liability suffered by you resulting from a Force Majeure.

7. PAYMENT TERMS

7.1 All payments made under this Agreement shall be paid in the currency of invoice and in immediately available, freely transferable cleared funds to such account(s) with such bank(s) as Emmanuel Centre notifies to you or by cheque made payable to the account indicated in the invoice.

7.2 You shall pay the balance of the Total Charge to Emmanuel Centre in connection with the Event at least 6 weeks before the Event. The Deposit which has been paid to Emmanuel Centre may be netted against the total Hire Charge payable.

7.3 All other amounts due and payable to Emmanuel Centre shall be paid within 10 business days of the date of the relevant invoice or request of payment. If you fail to pay any amount due and payable under this Agreement, you shall be charged £100 for administration of late payment, and you will be charged interest on the overdue amount from its due date up to the date of actual payment, both before, on and after any judgment. Interest on any overdue amount shall accrue at an annual rate of 3% above the base rate for the time being of Barclays Bank or such other bank as the parties may agree.

7.4 All payments to Emmanuel Centre shall be made without deduction or set-off.

8. GENERAL

No Liability

8.1 Emmanuel Centre shall not be liable for any liability or loss suffered by you in connection with the termination of this Agreement or the exercise of any rights by Emmanuel Centre pursuant to this Agreement.

8.2 You agree that Emmanuel Centre will not be liable for any loss of profit, goodwill, business opportunity, anticipated savings or benefit, or indirect or consequential loss suffered by you or any Third Party in relation to anything that arises in connection this Agreement.

8.3 You agree that Emmanuel Centre accepts no responsibility or liability for any loss or damage to any of your items or property brought into the Building, or those of any Third Party.

8.4 You agree that Emmanuel Centre's total liability (including interest) (if any) for any and all claims connected with this Agreement (including but not limited to negligence) is limited to the Hire Charge only.

8.5 Nothing in this Agreement will limit a party's liability for anything that cannot be limited by law.

Indemnity from you

8.6 You undertake to fully indemnify and hold harmless Emmanuel Centre and each of its respective officers, employees and other agents from and against any and all damages, losses, claims, liabilities, costs and expenses (including any legal costs) in connection with any claim by a Third Party or arising as a result of a breach or non-compliance of the Hire Terms by you or a Third Party.

Notices

8.7 Except as provided below, all communications, notices and invoices under this Agreement shall be in writing (including facsimile or electronic transmission or similar writing) and shall be given to the other party at its address, email address or facsimile number set out in the Booking Form or at such other address, email address or facsimile number as such party may specify for the purposes of notice to such party.

8.8 Each such notice or other communication shall be effective:

- (a) if given by facsimile, when such facsimile is transmitted to the facsimile number specified in the Booking Form and confirmation is received;
- (b) if delivered in person, at the time of delivery;
- (c) if sent by post, three days after despatch; or
- (d) if sent by email, one day after transmission.

Counterparts

8.9 This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts each of which, when executed, shall constitute an original, but all the counterparts shall together constitute but one and the same instrument.

Entire Agreement

8.10 No representation or statement in any pamphlet or brochure issued by Emmanuel Centre constitutes a term of this Agreement. This Agreement forms the entire agreement between the parties in relation to the Event. It replaces any earlier agreements, representations and discussions.

Assignment

8.11 No party may assign, transfer or deal with their rights or obligations under this Agreement without prior written consent.

Variations

8.12 No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by the parties.

Joint and several liabilities

8.13 If “**you**” includes more than one person, those persons shall be jointly and severally liable under the terms of this Agreement.

Governing Law

8.14 This Agreement and all non-contractual obligations arising out of or in connection with this Agreement be governed by and construed in accordance with English law.

Partial Invalidity

8.15 If any provision of this Agreement is found to be invalid or unenforceable but would cease to be invalid or unenforceable if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid and enforceable.

Contracts Rights of Third Parties Act

8.16 A person who is not party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this Agreement.

Data Protection Act

8.17 You agree that Emmanuel Centre may hold and process your personal data for the purposes of any of the following:

- (i) providing any services to you,
- (ii) maintaining Emmanuel Centre’s administrative or client relationship management systems, including the use of IT outsource providers,
- (iii) quality and risk management reviews, and
- (iv) providing you with information about Emmanuel Centre and our range of services.

I acknowledge that I have read and received a copy of the Standard Terms and Centre Rules and agree to abide by them, as well as the details set out on the Booking Form relevant to the Event.

I confirm that I am authorized to negotiate and accept the Hire Terms on behalf of the organization I represent and to cause the organisation to be legally bound by the Hire Terms.

Name:
(Please print your name in block capitals)

Signature:

Date of signing:

Organisation Name:

Position within Organisation:

Date of Event:

Agreed Event Minimum numbers:

Agreed Event Catering Style:

Signed copy of the Hire Terms and first deposit to be received by:

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Tel: 020 7222 9191

9-23 Marsham Street, London, SW1P 3DW

Fax: 020 7233 1922

Email: enquiries@emmanuelcentre.com

Website: www.emmanuelcentre.com

Schedule 1: Booking Form (attached)

Schedule 2: Termination Fee

If the Agreement is terminated, you shall pay Emmanuel Centre a Termination Fee as determined below:

- (a) If the date of termination occurs 450 calendar days or more from the date of commencement of the Event, the Termination Fee will be 25% of the Hire Charge regardless of whether the relevant Space is re-hired;
- (b) If the date of termination is less than 450 calendar days but 180 calendar days or more from the date of commencement of the Event, the Termination Fee will be 60% of the Hire Charge regardless of whether the relevant Space is re-hired;
- (c) If the date of termination is less than 180 calendar days but 42 calendar days or more from the date of commencement of the Event, the Termination Fee is 90% of the Hire Charge, plus any catering charges and charges related to other Services which has been incurred regardless of whether the relevant Space is re-hired;
- (d) If the date of termination is less than 42 calendar days of the date of commencement of the Event, the Termination Fee is 100% of the Hire Charge plus any catering charges and charges related to other Services which have been incurred, regardless of whether the relevant Space is re-hired.