

## Terms and Conditions of St James' Church – Hire of the Crypt

### Hire of St James'

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1. The Churchwardens hire to the Hirer the Property for the Term on the terms set out in this Agreement.

### Personal right of hire only

2. The Hirer has a personal right to hire the Property only and has no interest in the Property. The legal right to possession and control over the Property remains vested in the Churchwardens.

### Hiring fee

3. The Hirer agrees to pay to the Churchwardens the Hiring Fee in accordance with the Payment Terms as specified in the Schedule.

### GST

- 4.

(1) The parties acknowledge and agree that: -

- (a) Unless otherwise stated all fees are inclusive of GST; and
- (b) If during the Term the rate at which GST is payable is varied, the fees payable from the date of that variation shall be the stated fees payable immediately before the date of the variation subject to any adjustment (whether up or down) necessary to take into account the variation.

- (2) If the Churchwardens are liable to pay GST in respect of any amount paid or payable by the Hirer under this Agreement by way of contribution to or indemnification against any action, claim, demand, loss, damage, cost or expense which the Churchwardens are or may be liable to pay, the amount payable by the Hirer is to be increased to include the GST payable by the Churchwardens or to the extent the Churchwardens are not entitled to claim an input tax credit in respect of any GST included in such action, claim, demand, loss, damage, cost or expense.

### Deposit and Security Deposit

5. On the date of this Agreement the Hirer must pay to the Churchwardens a non-refundable Deposit towards the hiring fees **and** a Security Deposit to confirm the hiring. The Security Deposit may be

used by the Churchwardens to compensate the Churchwardens against any unsatisfactory clean up or loss or damage occasioned to the Property.

### Undertakings by the Hirer

6. The Hirer agrees and undertakes that: -
  - (a) The Hirer will use the Property for the Permitted Use only and for no other purpose;
  - (b) The Hirer will not do or permit anything to be done in the Property which is unlawful or immoral;
  - (c) The Hirer will not do anything which may imperil any insurance effected in respect of the Property;
  - (d) The Hirer will not damage or alter the furniture or fittings of the Property in any way and will at the Hirer's own cost make good any defect or damage to the Property or any other part of the Property caused by the misconduct, neglect, default or breach by the Hirer or the Hirer's performers, employees, agents, licensees, visitors and guests; and
  - (e) The Hirer will not permit or suffer any of the Hirer's performers, employees, agents, licensees, visitors and guests to do any act; matter or thing, which would be in breach of, paragraphs 6(a) to (e).
  
7. The Hirer further agrees and undertakes that: -
  - (a) It will respect the fact that the Property is or includes a place of worship and is to be treated with due respect;
  - (b) The Quiet Space (Garden) is a place of prayer and may be accessed by the Hirer's performers, employees, agents, licensees, visitors and guests. It is a non-smoking area.
  - (c) No food or drink will be consumed within the Church or the Vestries without the prior consent of the Churchwardens, the Rector or their nominated delegate;
  - (d) The Vestries (if part of the Property) will be used only for the purposes stated in this Agreement: a maximum of 5 people will be permitted to use the Priests' vestry;
  - (e) Without limiting the generality of clause 6, the Property must be cleaned up by the Hirer, **all rubbish and bottles must be taken away by the Hirer** and the Property restored to the state in which it was presented to the Hirer at the commencement of each Term;

- (f) No furniture may be moved without prior consent of the Churchwardens, the Rector or their nominated delegate. If permission is given to move furniture, it must be replaced in its original position in which it was presented to the Hirer at the commencement of each Term;
- (g) A member of staff of Saint James' Church Management will be on duty before and during the Term. It is that staff member's job to provide access to the Property and to lockup afterwards and generally ensure the Property is not endangered by any activities. **It is not** that staff member's job to assist the Hirer in any respect such as with ticket sales, hand outs, carrying equipment, setting-up, cleaning-up and assisting at functions, security is **NOT** the staff member's responsibility.
- (h) **No smoking will occur in any part of the Property.**

### Indemnity

8.

- (1) The Hirer agrees to use the Property at the risk of the Hirer and releases the Churchwardens to the full extent permitted by law from all claims and demands of every kind in respect of or resulting from any accident, damage, theft, injury or death occurring in or on the Property for which the Churchwardens are or could become legally liable. The Hirer indemnifies the Churchwardens against all actions, claims, demands, losses, damages, costs and expenses for which the Churchwardens shall or may be liable in respect of or arising from the use by the Hirer or the Hirer's performers, employees, agents, licensees, visitors and guests of the Property.
- (2) Without limiting the generality of sub-clause (1) the Hirer acknowledges that **any property stored from time to time upon the Property is stored at the risk of the Hirer and the Churchwardens are not liable for any damage, theft, loss or destruction thereof.**

### Insurances

9.

- (1) The Hirer must obtain and keep for the Term a public liability insurance policy for an amount in respect any single accident or event of not less than the amount stated in the Schedule indemnifying the Hirer in respect of the indemnity given by the Hirer to the Churchwardens under clause 8 of this Agreement.
- (2) The policy shall be with a reputable insurance office or company.

### **Termination of Agreement**

10. If any moneys payable by the Hirer to the Churchwardens under this Agreement remain unpaid for more than 7 days after the date on which such moneys ought to have been paid or are not paid on or before the dates specified in the Schedule (time of the essence) or the Hirer commits, permits or suffers to occur any breach or default in the due and punctual performance of any other provision of this Agreement and where such breach or default is capable of rectification such breach or default is not rectified within 14 days of notice from the Churchwardens requiring such rectification, the Churchwardens may at any time thereafter terminate this Agreement by giving notice of termination to the Hirer.

### **Notices**

11. Any notice required or authorised to be given or served upon a party must be in writing and must be signed by the party giving the notice. Such notice to be given by facsimile, post or hand to that party at its address or facsimile number referred to in this Agreement.
12. Any notice will be deemed, in the absence of proof to the contrary, to have been received by the party to whom it was sent: -
  - (a) In the case of hand delivery, upon such delivery;
  - (b) In the case of pre-paid post, 2 business days after the date of posting; and
  - (c) In the case of facsimile transmission, at the time of despatch provided that the recipient confirms in writing that the notice has been received.
13. A notice shall be deemed to have been duly signed by the Churchwardens if signed by any one of the Churchwardens.

### **Assignment**

14. The Hirer may not assign its rights under this Agreement without the prior written consent of the Churchwardens.