



BOOKING CONDITIONS FOR ONE-OFF HIRE 2023

(these booking conditions form part of the Hire Agreement with Kew Community Trust)

Payment

Deposit for bookings other than wedding receptions

You will be asked to pay a deposit to confirm your booking. Bookings are not considered definite until we are in receipt of your deposit and your completed Hire Agreement Form. The deposit is £120 or 50% of the total hire fee (whichever is the higher).

Deposits will be refunded after the hire of the room(s) has taken place. However, the deposit may be retained by the Kew Community Trust (in whole or part) in the event of loss or damage to the building or Kew Community Trust property or if a hirer breaches the Booking Conditions for example if over-staying the time booked or fails to comply with the Responsibilities of Hirer.

Payment

All bookings must be paid for in full not less than 30 days of the hire date. Please note that if cleared funds are not in place 30 days before the hire date, we reserve the right to cancel the booking.

Deposit for wedding receptions

Due to the number of hours booked, the deposit is £600. Please also note that in respect of wedding receptions, all wedding reception bookings must be paid in full not less than 60 days before the hire date.

VAT registration number: 561834434

Room Hire Includes:

- Use of the room(s) hired and use of furniture available on premises, as agreed prior to the function.
- Only those hiring the Main Hall (downstairs) can use the ground floor kitchen.
- Off-street parking for approximately 20 cars on a first-come, first-served basis.

Room Hire Does Not Include:

- Preparation and setting up of the rooms hired.
- Access prior to or after the agreed booking time, unless previously agreed between the Hirer and the Kew Community Trust.
- Clearing up/cleaning of the premises on vacation.

Cancellation for Invoices Under £600

Where we receive written notification that the hirer wishes to cancel the booking, refunds will be given as follows:

Where the notice received is:

- **60 days or more** full refund of deposit less £50 administration charge
- **between 30 and 60 days** 50% refund
- **30 days or less** no refund

Cancellation for Invoices Over £600

Where we receive written notification that the hirer wishes to cancel the hire date, refunds will be given as follows:

Where the notice received is:

- **180 days or more** full refund of deposit less £50 administration charge
- **Between 60 and 180 days** 50% refund
- **60 days or less** no refund

Responsibilities of the Hirer

The conditions of hire, use of property and responsibilities of hirer are as follows:

7. The hirer takes full responsibility for the usage of hired area for the duration of hire, including the behaviour of guests within the premises and in the vicinity immediately outside the premises. **We specifically do not permit our venue to be hired for teenage and 21st birthday parties. If it transpires that a booking is actually a teenage or 21st birthday party, the Trust reserves the right to terminate the booking with immediate effect and retain the deposit. If we discover during the event itself that it is a teenage or 21st birthday party, the Trust reserves the right to immediately eject the hirer and guests from our venue and retain both the fee for the hire time and deposit.**
2. The consumption of alcohol is strictly controlled, allowed only with prior written agreement of KCT and applies only to the private consumption of alcohol by the hirer's guests. All normal licensing hours and regulations apply, and these must be adhered to, in accordance with the signed terms of your hire agreement. According to your responsibility as named hirer you must ensure that alcohol is not available/served to guests that are underage.
3. If you want to **sell** alcohol, a licence *must* be obtained from the Local Authority prior to the event (irrespective of the nature of your function) at extra cost. Allow at least eight weeks.
4. You must ensure considerate levels of noise and music are maintained, especially when leaving our premises and late at night. **All music must finish at 23.00 and your guests must leave by 24:00.** The Trust reserves the right to retain your deposit in the event of disturbance caused to our neighbours.
5. Amplifiers and speakers must be set up at the eastern side of the Main Hall (the other end from the exit to the garden) this is because of noise projecting out through the doors to the garden and disturbing our neighbours. They must not be set up in the garden. The Trust reserves the right to switch off equipment where there is excessive noise in the garden or street and to terminate the event early.
6. Under no circumstances are outside activities allowed such as fireworks or barbecues. Indoor fireworks, candles and smoke machines are not permitted. If you are in any doubt what is permitted, it is your responsibility to ask and to obtain Trust permission.
7. We provide the KCT Centre on a "do it yourself" basis meaning that you are responsible for set up and for making sure that the hired area is left in a clean and tidy condition after your event, taking care to ensure that you remove rubbish and place in the bins, as directed in the Hirer's Information (a copy of which you shall be provided, on entry into this Agreement). You may need to organise a team to do this. If excessive binbags are left, the Trust reserves the right to withhold from the deposit any additional fees charged by our waste disposal company.
8. You are responsible for examining the information available to you regarding fire precautions, including location of fire equipment, alarm points and use of fire exits. Please ensure that all fire doors remain closed unless in an emergency.
9. Our building is a **NO SMOKING VENUE**. Please ensure that you and your guests adhere to this policy. Please also ensure cigarette butts are disposed of if your guests smoke outside the porch area.
10. Free access to the church must be kept clear at all times.
11. Our building is a public building. Please ensure that you do not inconvenience other hall users during your event.
12. We cannot accept responsibility for the loss of, or damage to, personal property brought into or left on the premises for the duration of your hire.
13. As named hirer, you agree to indemnify the Trust against all claims, actions and liabilities arising from the use of the premises and equipment.

14. As named Hirer it is your responsibility to research and obtain relevant insurance according to the nature of your hire in accordance with Part 1 (KCT Centre Hire Form). Failure to do so may result in the termination of this Agreement. In addition, it is your responsibility to submit copies of said insurance to be held on record by us.
15. As Hirer, you hereby indemnify KCT against any and all losses, damage, liabilities, fines, penalties, charges, or associated expenses (including any legal costs and expenses on a full indemnity basis) arising from your use of the KCT Centre premises and equipment.
16. KCT may request, and the Hirer shall provide as soon as reasonably possible, any information that it requires to comply with its regulatory obligations (including, but not limited to, the Charity Commission).
17. Neither KCT nor the Hirer shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from "force majeure" events, circumstances or causes beyond its reasonable control that are analogous to the following: acts of God or natural disaster; epidemic or pandemic; terrorist attack, or riots; nuclear, chemical or biological contamination (as opposed to the illness of the Regular Hirer or similar "everyday occurrences" which KCT and the Regular Hirer agree would not be categorised as "force majeure" events). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for a period of four (4) weeks, the party not affected may terminate this Agreement by giving five (5) days' written notice to the affected party. In circumstances where the affected party is the Regular Hirer, then KCT (exercising their full discretion) may elect for the deposit paid by the Regular Hirer to be forfeited in full and retained by KCT absolutely whether or not the Agreement is ultimately terminated.

General Terms

This Agreement constitutes the entire Agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. Each of the Hirer and KCT irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

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