

Terms and Conditions for hiring the Kench Hill Centre Services

1. General

- 1.1. Kench Hill Centre which is an education, learning and special events centre located in premises in Kent ("the Centre") is managed by the Charity (Reg. 1123878), a private limited company (Reg. 6558879) ("the Charity" or "we"). The Centre is owned by London Borough of Hackney. The Charity works in partnership with The Learning Trust, the not-for-profit company which runs all of Hackney's education services.
- 1.2. These terms and conditions shall govern any booking by any person (whether an individual, a group or a company or association or other legal entity) ("the Hirer" or "you") to stay or use the Centre and shall be incorporated into the contract ("the Contract") between you and the Charity when the Charity accepts your booking.

2. Making a booking

- 2.1. Provisional bookings to stay at the Centre may be made by telephoning, emailing, faxing or writing to the Charity. You will then need to complete a booking form and pay the booking fee/deposit within 2 weeks to secure the booking.
- 2.2. All bookings are made subject to these terms and conditions and the person placing the booking warrants that he/she has the full authority to do so on behalf of all the persons they are making a booking for, and confirms that all such persons are aware of and accept these terms and conditions.
- 2.3. Before your booking is confirmed and the Contract comes into force the Centre reserves the right to increase or decrease prices PROVIDED THAT we notify you in writing in good time prior to delivery of such price increases/decreases and you may cancel your order within 7 working days of this notice if you are unhappy with the price increases/decreases.
- 2.4. All bookings are subject to availability and the Centre reserves the right to decline any booking at its discretion.
- 2.5. Booking is not confirmed until receipt of the signed agreement and payment of a non-refundable booking fee or deposit by the Charity.

3. Payment

3.1. Catered education groups

- 3.1.1. An invoice will be sent to the group leader after the visit and will include accommodation and all extra costs incurred during visit, for example, external visits and tutoring. Charges will be made on a per capita rate based on actual number of attendees, subject to an agreed minimum charge (currently 26 paying participants). Any school journey grants will be applied to the final invoice, the amount deducted from the total payable (Hackney schools only).
- 3.1.2. Payments for cancellation will be invoiced after the cancellation date.
- 3.1.3. Payments shall be made by cheque, payable to Kench Hill Centre.

3.2. Self-catering groups (hire of Centre only)

- 3.2.1. An invoice will be sent around 4 weeks prior to arrival. Payment to be made before arrival or on arrival by arrangement.
- 3.2.2. A non-refundable deposit will **EITHER** be deducted from final payment **OR** will be returned once the Centre is checked after departure subject to any deduction from damage to the Centre.

4. Group leader

- 4.1. All groups must have a group leader and a minimum leader/participant ratio of one competent leader for every ten participants under 16 years. Mixed sex groups with participants under 16 years must have leaders of both sexes.
- 4.2. Group leaders accompanying the group are responsible for the discipline and behaviour of their group. Group leaders are responsible for all damage caused by their action or the actions of those in their group.

5. If you change a group booking

- 5.1. Subject to availability, you may change a group booking to a date up to three months before your arrival date.
- 5.2. If, less than 3 months before your arrival date, you wish to change a group booking such a change shall be treated as a cancellation and shall be subject to our standard cancellation charges below (see clause 6 below).
- 5.3. A group booking can decrease its numbers by up to 10% up to 28 days before arrival, without incurring cancellation fees. Thereafter any additional decreases in group numbers will be subject to our standard cancellation charges. Changes are subject to availability.
- 5.4. All changes shall be subject to the availability of a suitable alternative.

6. If you cancel your booking

- 6.1. All cancellations are subject to a cancellation charge. To remove any doubt, this clause applies to all types of bookings including catered education groups and self-catering groups (hire of Centre only)
- 6.2. Cancellation charges for all bookings are based on the total cost of your stay. Cancellations made less than 3 months prior to a visit will incur a charge as follows:
 - 6.2.1. 6-12 weeks 50% of the full fee payable.

6.2.2. 2-6 weeks 75% of the full fee payable.

6.2.3. 0-2 weeks 100% of the full fee payable.

6.3. All cancellation charges are calculated from the day written notification is received by the Charity. These charges are based on how many days before the date of the first night of your stay we receive your cancellation notice.

7. If we change your booking

7.1. In the unlikely event it becomes necessary to change your booking, in total or in part, the Charity will inform you as soon as is reasonably possible of any necessary changes. You shall have the choice of: accepting the changed arrangements; or cancelling your booking and receiving a full refund of all payments made. The Charity shall not be liable to you for any costs, loss or expenses relating to a change of dates.

8. Delay or Failure to Perform

8.1. We shall not be liable to you if we are prevented or delayed in performing any of our obligations to you if this is due to any cause beyond our reasonable control including (without limitation): an act of God, explosion, flood, fire or accident; war or civil disturbance; strike, industrial action or stoppages of work; any form of government intervention; a third party act or omission; failure by you to give us a correct delivery address or notify us of any change of address.

9. Our liability to you

9.1. The Charity shall ensure that the accommodation and /or other services you order from us are in accordance with these terms and conditions and shall be performed by us with reasonable skill and care.

9.2. Where an element of your booking is not provided as stated in clause 9.1 you must notify us within 14 days of the alleged breach. We shall then investigate the matter and if, in our opinion, we have not delivered the services in accordance with clause 9.1, we will (in our absolute discretion) offer you: a full refund of the cost of your order (or, where appropriate, the relevant section of it) less any fees charged for changes requested by you or a free stay to the equivalent value of the services complained of, where such dates are agreed in writing by us.

9.3. We will not be liable to you by way of representation (unless fraudulent), common law duty or under any express or implied term of the contract for: any losses which are not foreseeable by both you and us when the Contract is formed arising in connection with the supply of the services or their use by you; any losses which are not caused by any breach by us or business, trade and economic losses.

9.4. Our entire liability in connection with the Contract will not under any circumstances exceed the purchase price of the services booked under the Contract less any amendment charges paid to us.

9.5. Except in relation to death or personal injury caused by our negligence the Charity's liability remains, at all times, limited to the value of the services booked, excluding any amendment charges paid to us.

10. Behaviour

10.1. If your behaviour (including all members of your party or your invitees) is deemed to be unacceptable or causes damage to the Centre (including without limitation to all equipment or contents of the Centre) your booking may be terminated immediately and you may be asked to leave the Centre. No whole or part refunds will be made under these circumstances. The Centre is a no-smoking environment, no smoking is allowed in any part of the house or any building in the Centre.

11. Liability and indemnity

11.1. The Charity will not be liable for the death of or injury to any person attending the Centre or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability arising out of the use of the Centre or arising directly or indirectly out of any act, omission or negligence on your part, or any persons at the Centre (expressly or impliedly with your authority or under your control), or any breach by you of the obligations under this agreement except where such death injury or loss is due to the negligence of the Charity.

11.2. The Charity will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods or property of any kind brought into or left at the Hall either by you for your own purposes or by any other person or left or deposited with any Charity's representative.

11.3. The Hirer shall indemnify and keep indemnified the Charity against, and covenants to pay the Charity, all losses and claims for death, injuries or damage to any person or property whatsoever which may arise out of or in consequence of its performance of this Contract and against all other losses, claims, demands, proceedings, damages, costs, charges and expenses whatsoever (including without limitation any direct or indirect consequential losses, loss of profit and loss of reputation and all interest, penalties and legal and other professional costs and expenses) arising out of or in connection with its performance of this Contract provided always that the Hirer's liability to indemnify the Charity as aforesaid shall be reduced proportionately to the extent that the act or neglect of the Charity, its employees or agents has contributed to the said death, loss, injury or damage.

12. Liability insurance

12.1. Your booking includes a charge for hirers liability insurance through our policy with Zurich Insurance. There is a £100 excess for which you are liable in the event of claim. If you have your own Hirers liability insurance it should be in accordance with 12.2.

12.2. You are to have in force, throughout the use of the Centre, a policy of insurance with a reputable insurance company, incorporating the standard conditions and exemptions of the insurance company, to cover all claims arising from the exercise of the permitted use in the amount of £10,000,000.00 (ten million pounds) in respect of any one claim for bodily injury or disease or damage to

property, and must make available to the Charity or their agent on reasonable demand a copy of the policy or a summary of its terms and a copy of the current premium receipt.

13. Your Information

- 13.1. We shall only store and use the information you supply to us or which is supplied to us for the purposes of carrying out our contact with you and to inform you of services which we make available. If you do not wish to receive such information, please let us know by: emailing us at admin@kenchhillcentre.co.uk; or telephoning us on 01580 762073; or writing to us at the address for the Centre as set out on the Charity's website.

14. Additional terms and conditions relating to self-catering groups (hire of Centre only)

14.1. Arrival and Departure

- 14.1.1. On the day of arrival, the Centre is available from 2.00pm. On the day of departure you are required to vacate bedrooms by 10am, and the Centre by 5pm. It is not normally possible to arrive earlier and/or depart later, although you are welcome to contact the Charity directly to discuss whether special arrangements can be made e.g. for storing luggage.

14.2. Your Responsibilities

- 14.2.1. This Contract is entered into on the understanding that the total number in your party staying at the centre shall not exceed the total number of beds available. This does not include day guests for weddings and larger parties, or camping.
- 14.2.2. The person making the booking is considered to be the group leader and must be over 21 years old. The group leader is responsible for payment of the booking, the safety of the group and general housekeeping of the Centre during the stay.
- 14.2.3. You are responsible for the Centre and its equipment during the period of hire and are expected to take due care of it. The Centre is let fully furnished. Bed linen is provided, but you will need to bring your own towels. You are advised to check on arrival and report any shortcomings, damage or missing items immediately. You undertake to report, make good and pay for any damage caused to the Centre or for equipment or contents of the Centre lost, damaged, broken or stolen during occupancy. Unsuitable substitutes are not accepted (determined at the Charity's discretion). All the equipment, utensils etc. must be left in a clean and workable condition at the end of the hire period. A charge of £12.00 per hour will be made by the Charity if any additional cleaning is required. Please ensure that all cookers, lights and heaters are switched off, doors and windows are secured, rooms are left clean and tidy, waste bins are emptied, before leaving the Centre.
- 14.2.4. Animals are not permitted in the Centre, but pets may be allowed in the garden (we have to consider those who may have severe allergies) with the Charity's prior written consent. It may be possible for special arrangements to be made for Registered Assistance Dogs, if discussed in advance with the Head of Centre.

14.3. Your Conduct

- 14.3.1. Although the Centre is located in a rural area, there are other residential dwellings in the near vicinity. Please show consideration for our neighbours. Noise travels a considerable distance, so we especially request that noisy outdoor activity is curtailed at 11pm. If you or a member of your party fails to comply with this requirement, your booking may be terminated immediately and you will be asked to leave the Centre. If you enter the Centre after this time you will be trespassing. No whole or part refunds will be made if the you and your party are asked to leave under these circumstances.
- 14.3.2. The use of candles, incense burners, flammable liquids/gases, fireworks and firearms is strictly prohibited at the Centre. Use of such items may result in the party being asked to leave immediately, without refund of any portion of the amount paid by you.

15. Use of the Centre

15.1. User

- 15.1.1. No part of the Centre is to be used for any purpose other than that specified in the booking made under clause 2.1.
- 15.1.2. No part of the Centre is to be used for any unlawful purpose or in any unlawful way.

15.2. Electrical equipment

- 15.2.1. No lighting heating power or other electrical fittings or appliances in the Centre are to be altered moved or in any way interfered with.
- 15.2.2. No additional lighting heating power or other electrical fittings or appliances are to be installed or used without the prior consent of the Charity.

15.3. Decorations and advertising

- 15.3.1. No bolts nails tacks screws bits pins or other like objects are to be driven into any part of the Centre nor is any adhesive substance to be attached to it.
- 15.3.2. No placards or other articles are to be fixed to any part of the Centre.
- 15.3.3. No cotton wool or highly inflammable material is to be used for decoration or other purposes.

15.3.4. No posters boards signs flags or other emblems or advertisements are to be displayed inside or outside any part of the Centre without the previous consent of the Charity.

15.3.5. The Charity reserves the right to remove any permitted posters boards signs flags or other emblems or advertisements which become so dirty or torn as to be untidy or unsightly.

15.3.6. Flyposting is not to be carried out in contravention of the Town and Country Planning legislation.

15.4. **Statutory requirements**

15.4.1. The Hirer must not do or permit any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Centre or which would or might vitiate in whole or in part any insurance effected in respect of the Centre.

15.4.2. The Hirer must comply with all conditions and regulations made in respect of the Centre by the Fire Authority (if any) and a copy of these will be supplied to the Hirer on request.

15.5. **Gambling**

15.5.1. No sweepstake raffle tombola or other form of lottery is to be permitted to take place in the Centre except a lottery:

15.5.1.1. which is lawful under the *Lotteries and Amusements Act 1976* (as amended),

15.5.1.2. for which the prior consent of the Charity has been obtained, and

15.5.1.3. which is conducted strictly in accordance with the relevant statutory provisions.

15.6. **Liquor**

15.6.1. No liquor shall be sold at the Centre.

15.7. **Smoking**

15.7.1. Smoking is not to be permitted in the house or any building in the Centre.

15.8. **Public entertainments licence**

15.8.1. The Hirer must comply with all conditions and stipulations of the Charity's public entertainments licence (if any) for the Centre (so far as the same may be relevant to the function) and a copy of these will be supplied to the Hirer on request.

15.9. **Copyright works**

15.9.1. In the use of the Centre the Hirer is not to infringe any copyright or allow any copyright to be infringed.

15.9.2. If the use of the Centre will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists it will be the responsibility of the Hirer to obtain prior to the period of the hiring the consent of the owner of the relevant copyright and to pay all composers' authors' publishers' and other fees or royalties which may be payable in respect of the function.

15.9.3. The Hirer must supply to the Charity for approval (if so required) a copy of the programme of any entertainment to be given at the function not less than 14 days before the period of the hiring and must provide such evidence as the Charity may require of compliance with this provision.

15.10. **Broadcasting and filming**

15.10.1. The Hirer is not to grant broadcasting or filming rights without the prior consent of the Charity but cameras may be brought into and used inside the Centre for private (but not commercial) purposes provided that no nuisance or annoyance is occasioned.

16. **Contract personal to Hirer**

16.1. The benefit of the Contract is personal to the Hirer and not assignable or capable of being sub-hired.

17. **The Charity's rights**

17.1. The Charity reserves the right to decline to accept a booking, or refuse to permit entry to the Centre to any person or group where, in the opinion of our representative, facilities are unsuitable for you or any member of your party, on the grounds of age, ill health, disability, or inexperience without liability on the part of the Charity.

17.2. The Charity reserves the right to repossess the Centre at any time where damage has been caused, or in the opinion of the Charity's representative, is likely to be caused, by you or any member of your party. In such cases the Charity's representative shall not be liable to make a refund of any portion of the amount paid you.

17.3. The Charity reserves the right for duly authorised members or officers or employees of the Charity to enter the Centre at any time for any authorised purpose.

18. **Notices**

18.1. All notices demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Hirer specified in this Contract in the case of a notice demand or request to the Hirer and to the Charity at the Charity's chief office in the case of a notice demand or request to the Charity.

19. Governing Law and Jurisdiction

19.1. The contract is subject to English law and the exclusive jurisdiction of the English Courts.