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## **Kingsdown Rectory Event Terms & Conditions**

These terms and conditions are intended to give clear information of the terms and conditions of business between you and Kingsdown Rectory. If you are uncertain as to your rights under these terms and conditions or you want any explanation about them please email or telephone us on our details set out below.

### **1. Definitions & Interpretations**

1. In these conditions the following definitions shall apply:

- 1.1. “Contract” means the Hirer’s signed Hire Agreement form accepted by KR together with the Hirer’s payment of the deposit in accordance with clause 7.2 forming a legally-binding agreement between KR and the Hirer for the supply and purchase of services which incorporates these terms and conditions;
- 1.2. “services” means the supply of the exclusive hire of the venue on the agreed date and during the agreed hours as set out in the booking form; • venue or premises means Kingsdown Rectory;
- 1.3. “KR”, “we”, “us” or “our” means Kingsdown Rectory, and
- 1.4. “Hirer”, “you” or “your” means the person(s) or corporate body and/or its authorised representative who have contracted with Kingsdown Rectory under the Hire Agreement for the Event.
- 1.5. Hire Agreement means the document recording the details of the Event, including the guaranteed minimum fee, agreed between Kingsdown Rectory and you at the time of the application.
- 1.6. “The Venue” refers to any room, ancillary area or grounds at KR so designated in the Hire
- 1.7. Agreement and to which the Hirer has been granted permission to enter and/or use under the Hire Agreement.
- 1.8. “The Event” means the activity/function taking place at the Venue during the Period of Hire, as described in the Hire Agreement Summary Form.
- 1.9. “Loss” includes destruction, loss of property, loss of use and loss of revenue.

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- 1.10. "Period of Hire" means the period of time as described in the Hire Agreement Form and includes any specified time required by the Hirer to set up and clear the Venue.
  - 1.11. "Third Party Supplier" means any supplier acting on behalf of the Hirer
  - 1.12. "Hire Charge" refers to the guaranteed minimum fee, to include the Ceremony Room hire charge, North Wing Hire, and any further Additional Charges as agreed between KR and the Hirer for the purposes of the Event.

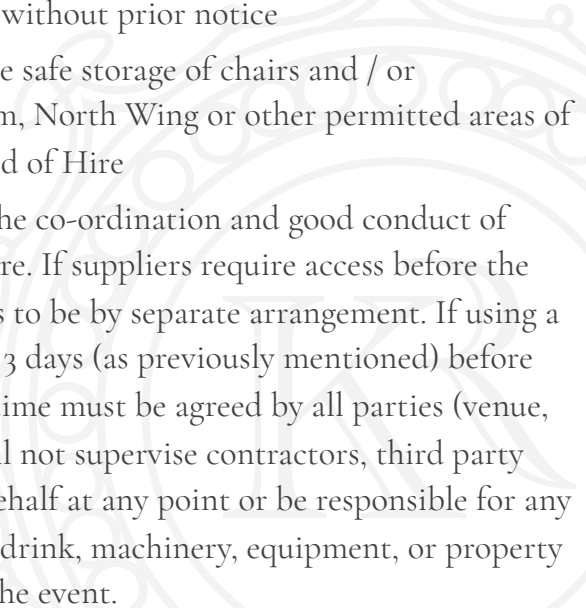
## 2. Hire Agreement

Our registered office is at: Kingsdown Rectory, Down Court Road, Sittingbourne, Kent ME90AS-our email address is: [info@kingsdownrectory.co.uk](mailto:info@kingsdownrectory.co.uk)

- 2.2. If you make a hire agreement with us you agree to be legally bound by the contract.
- 2.3. When making a hire agreement you also agree to be legally bound by:
  - 2.3.1. these terms and conditions and any documents referred to in them; and
  - 2.3.2. extra terms which may add to, or replace some of, these terms and conditions. This may happen for legal or regulatory reasons. We will contact you to let you know if we intend to do this by giving you one month's notice.
- 2.4. The hire charge (less deposit but together with, when applicable, VAT at the prevailing rate), as set out in the Hire Agreement Summary Form, must be paid in full no less than 6 months prior to the Period of Hire
- 2.5. All these documents form part of the Hire Agreement as set out in these conditions.
- 2.6. By law, the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 say that we must give you certain key information before a legally binding contract between you and us is concluded (see the summary points below). We will give you this information in a clear and understandable way. Typically, we will give you this information in writing before you make a hire agreement with us. Some of this information is also set out in these terms and conditions.

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- 2.7. Any quotation given by KR during your viewing of the venue or otherwise before you make a booking for the services is not a binding offer by KR to supply such services.
- 2.8. All bookings will be treated as provisional and the Hirer shall have no rights pursuant to this Agreement until;
- 2.8.1.the signed Hire Agreement Summary Form is received by KR
  - 2.8.2.the appropriate deposit has been paid
  - 2.8.3.the necessary checks have been carried out by KR
- 2.9. Upon receipt of your signed hire agreement form, KR will acknowledge it by email or telephone. This acknowledgement does not, however, mean that your booking has been accepted until the appropriate deposit and checks have been accepted by KR.
- 2.10. KR may contact you to say that we do not accept your hire agreement. If we do this, we will try to tell you promptly why we do not accept your agreement. This is typically for the following reasons:
- 2.10.1.we cannot carry out the services (this may be because, for example, we have a shortage of staff or the venue is already booked on the date you request)
  - 2.10.2.we cannot authorise your payment
  - 2.10.3.you are not allowed to buy the services from us
  - 2.10.4.we are not allowed to sell the services to you
  - 2.10.5.there has been a mistake on the pricing or description of the services
- 2.11. We will only accept your signed Hire Agreement when we email you to confirm this and once we receive your deposit. At this point:
- 2.11.1.a legally binding contract will be in place between you and us,
  - 2.11.2.we will block out the Hire Date of your chosen option(s) (as described in the Hire Agreement and these conditions) from sale to the general public; and
  - 2.11.3.we will start to carry out the services in the way you and we have agreed in writing
- 2.12. 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.
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- 2.13. The Hire Agreement constitutes the 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.
- 2.14. In the case of any discrepancy within the Hire Agreement documents these Conditions shall prevail.
- 2.15. These conditions shall be governed by English law and any dispute shall be subject to the exclusive jurisdiction of the courts of England and Wales.
- 2.16. The Hire Agreement does not constitute the grant of a tenancy and does not confer on the Hirer any right to exclude us or those acting on behalf of us from the Venue or Venue grounds and estate
- 2.17. The Hirer is required to remove all rubbish and waste from the site during and following the period of hire. Third party suppliers should be encouraged to take away their own waste however if any is left after the hire period the Hirer will be liable for any additional clean up fees.
- 2.18. KR must be kept informed at all times of the Hirer's choice of third party suppliers requiring access to the venue.
- 2.19. Subject to availability KR reserves the right to make available the Ceremony Room for booking by other parties before or after an event day and KR reserves the right to make such bookings without prior notification to you. Parking and access will also be made available to the other parties in these circumstances
- 2.20. It is the Hirer's responsibility to provide sufficient numbers of toilets / toilet trailers for guest and disabled use. These are to be erected in an agreed appropriate place in the grounds of the venue and be easily accessed e.g. behind a tent, bush or wall. As a guide 4 standard portable toilets (2 female & 2 male) are required for 125 guests. All waste and rubbish associated with these facilities must be removed from the site no later than the hire period e.g. same day the marquee is taken away.
- 2.21. For receptions and receptions that include ceremonies third party suppliers are permitted access to the venue from 9.00am 3 days before and 1 day after the event date for the purposes of setting up and clearing. For example, access is permitted from 9.00am on a Wednesday, Thursday & Friday for a wedding reception on a Saturday.
- 2.22. Third party supplier access to the Ceremony Room for setting up is no earlier than 3 hours before the ceremony start time stated on the Hire Agreement form.
- 2.23. Guest access to The North Wing is 3 hours before the Ceremony start time stated on the Hire Agreement form.
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- 2.24. The ceremony hire period must not exceed 1 hour from the ceremony start time stated on the Hire Agreement form
- 2.25. For Ceremonies and North Wing hire the venue and grounds must be fully vacated of all personnel, belongings, vehicles and third party supplier staff no later than 1 hour after the ceremony end time in accordance with clause 2.24
- 2.26. Guest access to the Ceremony Room is no earlier than 30 minutes before the Ceremony start time.
- 2.27. The North Wing hire is only available as part of hiring the Ceremony Room and;
- 2.27.1. permitted access to the North Wing is 3 hours before the Ceremony start time only
  - 2.27.2. for health and safety reasons not exceed more than 8 people at any one given time
- 2.28. The Hirer is to ensure marquees do not exceed 125 seating capacity
- 2.29. The Hirer is to ensure The Ceremony Room does not exceed 60 guests.
- 2.30. The Hirer is to provide their own chairs as required (up to a maximum of 60 guests) in the Ceremony Room
- 2.31. The Hirer is to ensure all chairs, flowers and decorations brought into the Ceremony Room and North Wing by you, your guests, or any third party supplier are removed no later than 2 calendar days after the Ceremony Start time. After this time, and unless by separate arrangement with KR they will be removed from the venue and disposed without prior notice
- 2.32. KR does not accept any liability for the safe storage of chairs and / or decorations left in the Ceremony Room, North Wing or other permitted areas of access before, during or after the Period of Hire
- 2.33. You shall be responsible for ensuring the co-ordination and good conduct of those suppliers during the period of hire. If suppliers require access before the times stated in these conditions, this is to be by separate arrangement. If using a marquee, permitted access is provided 3 days (as previously mentioned) before the event date but the exact date and time must be agreed by all parties (venue, marquee company and couple). We will not supervise contractors, third party suppliers or marquee builds on your behalf at any point or be responsible for any security of people, belongings, food & drink, machinery, equipment, or property directly or indirectly connected with the event.
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- 2.34. In the interest of residential amenity all evening events including Receptions must be brought to a close by 23.30 and you shall ensure that all guests shall have left Kingsdown Rectory by 00:00. Kingsdown Rectory reserves the right to recover additional charges from you, in such sum as we may at our discretion charge, in the event of a late vacation of the Venue.
- 2.35. You are directly responsible for ensuring the physical and mental wellbeing of you, your guests and suppliers at all times. You are requested to ensure that sufficient qualified medical personnel are available and equipped with administering all necessary medical treatment when required
- 2.36. 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 any liability. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Hirer. The terms of any insurance or the amount of cover shall not relieve the Hirer of any liabilities under the Hire Agreement.

### **3. Use of the Venue**

- 3.1. KR reserves the right for any duly authorised representative of Kingsdown Rectory to enter any part of the Venue at any time during the Event.
- 3.2. No inner or outer part of the Venue, buildings, outhouses, grounds or ancillary areas may be used for any unlawful purpose or in any unlawful way.
- 3.3. No animal may be brought into KR or allowed to enter the grounds or any building. Assistance dogs within the meaning of the Equality Act 2010 are exempt.
- 3.4. No bolts, nails, tacks, screws, adhesives, tape or other such fixing devices may be attached to the walls or fabric of any building, plant, tree or fence.
- 3.5. 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 KR and it shall be the responsibility of the Hirer to obtain any licences and permissions required under the Gambling Act 2005 should KR's consent be provided.

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- 3.6. No placards or other articles are to be fixed to any part of the Venue or fabric of the building. No posters, boards, signs, flags or other emblems or advertisements are to be displayed outside any part of the Venue or grounds without prior consent of KR. In such instances where KR gives permission for any type of signage to be used the Hirer must follow the explicit instructions given by KR and KR reserves the right to remove, or have removed at the Hirer's expense, any type of signage, for any reason. Any damage caused by the use or removal of any signage will be repaired at the Hirer's expense.
  - 3.7. All areas within the venue with the exception of the North Wing & Ceremony Room (if hired separately in the hire agreement) are strictly forbidden to be entered into at any one time. This includes the vegetable garden, garages, surrounding woodland areas, bonfire area, The Lodge, and areas outside of the venue boundary including the lane and fields surrounding the venue.
  - 3.8. KR permits biodegradable (real petals preferred) confetti to be thrown outside only. No other confetti, confetti bombs, spray cans, or 'party popper' types are permitted at the venue. No confetti of any kind is permitted inside the venue.
  - 3.9. Field parking is limited to approximately 36 car bays and 4 taxi bays on grass with provision for 2 disabled bays around the main house. KR requests the Hirer informs all guests in advance so that they may make alternative arrangements in order to avoid disappointment.
  - 3.10. Cars, vehicles, valuables and all belongings left at the venue are at the owners own risk.
  - 3.11. Live music including bands & DJ's are permitted at the venue on event day. The hirer must notify KR no later than 2 weeks before their Hire Date with details including music genre, start/end times of performance(s), location, and number of musicians attending. Agreement is subject to the written consent of the venue.
  - 3.12. Outside electrical sockets are for the use of KR only and cannot be used by the hirer, his guests or any third party supplier(s).
  - 3.13. No outside electricity or power is provided by KR. The hirer is to ensure all relevant people and third party suppliers are made aware of this and to make all necessary arrangements should outside electricity be required.
  - 3.14. All music at the end of the night must end by 11.30pm. For the avoidance of doubt, you are responsible for any required licenses or performance fees payable, for example a public performance licence or music royalties.

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- 3.15. KR is not licenced to sell drinks or alcohol. The Hirer is responsible for any such items to be delivered and safely stored and / or contained. KR does not accept any loss, injury or liability directly or indirectly connected with the storing and / or consumption of food, alcohol and non-alcohol related items brought onto the premises. You are welcome to bring your own alcohol & drinks providing they are served by an authorised professional company. No food or drink (including alcoholic drinks) may be used or brought into the Venue by you or your guests other than those served by a professional company. Any such consumables may be removed and disposed of by KR.
- 3.16. The neighbouring church is disused and not part of KR. Access to this church and the surrounding land is entirely at the risk of the entrant(s).
- 3.17. The drainage system at KR is a natural 'Victorian Herringbone Pattern' system over 150 years old and designed to process 'human waste' (waste products of the human digestive system) only. It cannot process non-biodegradable items and no such item(s) should be introduced to any part of this system any time. Examples include: plastic bags, sweet wrappers, glass, leather, cigarette butts, nappies, chewing gum or anything containing plastic. The Hirer is vicariously liable for any damage caused by independent or imputed negligence to this system during the period of hire including those by guests and third party suppliers.
- 3.18. All third party suppliers are permitted to use the outside bib taps on event days however KR cannot verify or confirm their water quality. KR therefore does not recommend the use of these outside taps be used for human consumption or any other purpose that may directly or indirectly affect guests, staff or anyone else at the venue. The hirer is to ensure all guests and third parties are made aware of this. Those who use the outside bib taps do so at their own risk.

#### 4. Guests Requirements, Parking & Venue Capacity

- 4.1. All guests attending an Event must be in possession of an official invitation, to be shown on demand to KR's security. This invitation is to be produced by Hirer and verified by KR before going to print. The invitation must specify the Venue.
- 4.2. A typed list of attendees' names must be supplied to KR a minimum of 48 hours in advance of the Event day. The Hirer shall provide a typed copy of the number of cars intending to park at the venue

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- 4.3. The maximum number of guests allowed within the Venue is governed by both fire, health and safety regulations and Conservation requirements. The maximum number stipulated in the Hire Agreement Summary Form must not be exceeded for any reason. KR reserves the right to restrict the number of people at any one point if the number in the Hire Agreement Form is exceeded. If this number is exceeded KR reserves the right to terminate the Event immediately without recompense to the Hirer.
- 4.4. At the time of booking the Hirer shall provide details of the expected number of persons attending the Event, including organisers or assistants, and Contractors.
- 4.5. The venue can accommodate up to a maximum of 60 seated guests in the Ceremony Room and 8 in the North Wing (excluding make up artists, hairdressers etc). If using a marquee in the grounds, the maximum number of guests on site is 125. The Hirer must notify KR 5 days before the event date of your final number of guests and cars so that KR may provide the services accordingly.
- 4.6. Field parking on the venue grounds is limited to a maximum of 36 cars and 4 taxi bays on the day of the event. Disabled parking for 2 vehicles is available around the main house. For Health & Safety reasons no further cars or vehicles will be allowed into KR when the car park is full or has reached a maximum capacity of 36 vehicles. Cars lengths greater than 5 metres in length and 2.4m in width will not be allowed into KR.
- 4.7. No vehicle, car or motorbike may park in any area other than those within the venue as specified and permitted by KR. Non-permitted areas include but are not limited to:
- 4.7.1. anywhere along the lane from Down Court Road leading to / past KR,
  - 4.7.2. Down Court Road,
  - 4.7.3. driveway entrances,
  - 4.7.4. church glebe land,
  - 4.7.5. neighbouring properties
  - 4.7.6. surrounding farm land.
- 4.8. Vehicles parked in areas mentioned in clause 4.7 and those not specified or permitted by KR may be removed and / or towed away without prior notice

## 5. Equipment Including Electrical Equipment

- 5.1. Outside electrical sockets are for domestic use only and cannot be used by the hirer, his guests or any third party supplier(s).

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- 5.2. No outside electricity or power is provided by KR. The hirer is to ensure all relevant people and third party suppliers are made aware of this and to make all necessary arrangements should outside electricity be required.
  - 5.3. 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.
  - 5.4. No additional heating, power, cabling or other electrical fittings or appliances are to be installed or used within the Venue without prior consent of KR.
  - 5.5. No additional lighting, or any high intensity or halogen lighting are to be installed or used within the Venue without prior consent of KR.
  - 5.6. Where KR 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 KR against all claims and expenses for any injury or damage caused by such equipment.
  - 5.7. No electrical equipment shall be left charging unsupervised in any circumstances.
  - 5.8. The use of haze, smoke, pyrotechnics or other similar special effects is strictly prohibited at KR.

## **6. Liability & Indemnity**

- 6.1. KR shall not be liable to the Hirer by reason of any loss or damage sustained or inconvenience caused as a result of, or in any way arising out of cancellation or re-scheduling.
- 6.2. It is the Hirer's responsibility to reserve and book a registrar for the event date at the time of the ceremony prior to confirming the booking with KR. KR may be unable to move your date once a contract is formed between you and KR. If you wish to alter the event date after a contract is formed then, subject to availability, KR will endeavour to find an alternative date but reserve the right to charge the Hirer an administration fee of £175 (payable within 7 days) if an alternative date is agreed.
- 6.3. If the Hirer chooses to use the adjacent church, this is the Hirer's responsibility to book this separately. KR will give the Hirer contact details so that all arrangements are made between the church and the Hirer.

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- 6.4. The Hirer is responsible for any breakage or damage to the venue including and not limited to the actual property, drains, drainage system, plants or any chattels therein, or theft of any items from the venue by you, your guests or of any of your third party suppliers and you shall indemnify us for our losses and costs incurred as a result of any such breakage or damage.
  - 6.5. The Hirer shall not, and you shall ensure that none of your guests or third party suppliers, place or store any flammable or hazardous substances or liquids in or within the vicinity of the venue or boundaries. For the avoidance of doubt, fireworks, sparklers, pyrotechnics and Chinese lanterns are not permitted at the venue.
  - 6.6. Smoking including e-cigarettes is strictly prohibited inside the venue including around the outside vegetable garden where there are two labelled and chained up Liquefied Petroleum Gas canisters and the area around the galvanised biomass wood pellet hopper storage area north side of the venue next to The Lodge
  - 6.7. The neighbouring church is disused and not connected to KR. Access to this church and the surrounding land is entirely at the risk of the entrant.
  - 6.8. Any unclaimed property including financial assets, personal property, chattels lost, mislaid or abandoned left unintentionally and found in the possession of KR following the period of hire period will be kept for 5 calendar days, after which time KR reserves the right to remove & disposed of any such item(s)
  - 6.9. KR does not accept any liability for the safe storage, handling, condition or disposal of unclaimed property including those mentioned in clause 6.8
  - 6.10. KR does not accept any liability, loss, personal injury, damage to personal property or valuables in any outside area during the period of hire. These include but are not limited to the church, church glebe land, parking areas, neighbouring farmland, entranceways, driveway, courtyard, bonfire, woodland, swings (hanging from cedar tree), garages, vegetable garden, gateway, North Wing balcony, and biomass wood pellet storage area (north-side next to Lodge)
  - 6.11. The Hirer shall notify the KR representative immediately in the event of any incident occurring during the Event where that incident causes any personal injury or any damage to property.
  - 6.12. The Hirer must ensure all minors and disabled people are supervised
  - 6.13. Any complaint arising out of the hiring must be made in writing to the KR representative within 3 working days after the expiration of the Hire Period.
  - 6.14. The benefit of this agreement is personal to the Hirer and shall not be assigned, sub-contracted or disposed of in any way without the written permission of KR.
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- 6.15. KR is not responsible for the security of any goods left inside or outside of the building including areas to which you have been granted permission to enter and / or use under the hire agreement. If you wish to hire in a security team, we can supply recommendations, but it is your responsibility to book this.
- 6.16. All third party suppliers are required to have their own public liability insurance.
- 6.17. Unless caused by the negligence or wrongful act of KR, its officers, employees and agents and provided always that KR may at its discretion first decide whether they wish to settle a claim, the Hirer shall indemnify and hold harmless, KR, its officers, employees and agents in full against any claim arising from the Hire in the event of:
- 6.17.1. the death of, or any injury caused to, any person attending the Site in connection with the Event;
  - 6.17.2. damage to, or Loss of, any equipment, goods, articles or property brought to, or used at, the Event by the Hirer or any other person or organisation;
  - 6.17.3. any works required to repair any damage caused to the fabric of the Site and arising in any way from the Event and arising out of the acts or omissions of the Hirer, its guest, employees, agents or contractors, save to the extent that any such claim arises as a result of the negligence of KR, its employees or agents;
  - 6.17.4. any other claims, actions, damages, liabilities, fines, costs (including professional fees) or expenses arising in any way from the Event and arising out of the acts or omissions of the Hirer, its guest, employees, agents or contractors, save to the extent that any such claim arises as a result of the negligence of KR, its employees or agents.
  - 6.17.5. Without prejudice, the Hirer's obligation under this Clause includes indemnifying KR for any payment made under any provision in connection with any personal injury suffered by an employee of KR.
- 6.18. KR shall not be liable to the Hirer by reason of any delay in performing or any failure to perform any of KR's obligations in relation to the Event if such delay or failure is due to any cause beyond KR's reasonable control.
- 6.19. The Hirer and/or their appointed Contractor who wish to work at KR must provide a risk assessment and (where appropriate) a method statement in relation to their event/activity/service. This must be forwarded to KR at least 4 weeks prior to the Event.
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- 6.20. 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 suggested or implemented by KR.
- 6.21. In consideration of the payment of the Hire Cost by you to us and the conditions of any Hire Agreement we agree (subject to these terms and conditions) to make the venue available to you on an exclusive basis on event days for the purpose of holding an event on the Hire Date and during the hours of the Hire Date as set out in the Hire Agreement Contract.
- 6.22. Subject to availability and Hire Agreement terms KR reserves the right to make available the Ceremony Room and North Wing for booking by other parties before or after the Hire Date of an outside event and KR reserves the right to make such bookings without prior notification to you. Parking and access will also be made available to the other parties in these circumstances
- 6.23. For the avoidance of doubt, the hire hours are as follows:
- 6.23.1.venue opening times on the day of the event: 09:00 – 00:00 for Receptions and 09:00 - 18.00 for The North Wing & Ceremonies
  - 6.23.2.venue opening times during the 3 days before an event and one day following: 11.00 – 17:00 (for example for a Saturday wedding reception, you would have use of the grounds Wednesday - Sunday)
- 6.24. Venue and main gates closure time: 00:00 although we recommend last carriages to take place around 23:30 – 00:00.
- 6.25. Our carrying out of the services might be affected by events beyond our reasonable control. If so, there might be a delay before we can start / restart the services, having made reasonable efforts to limit the effect of any of those events and having kept you informed of the circumstances, but we will try to restart the services as soon as those events have been fixed. Examples of events which might be beyond our reasonable control include:
- 6.25.1.Change to the services and / or Hire Agreement / contract involving extra work
  - 6.25.2.waiting for third party suppliers to complete their work before we are able to carry out the services
  - 6.25.3.poor weather conditions
  - 6.25.4.late arrival of hirer and /or guests
  - 6.25.5.late arrival of third party suppliers
  - 6.25.6.late arrival of Kent County Council registration staff
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- 6.25.7.any reason(s) beyond our control  
6.25.8.late / non-payment of all / part of KR fees

## 7. **Payment of Hire & Cancellation**

- 7.1. KR must be notified immediately, and this may invalidate any entitlement to any prior agreed discount.
- 7.2. Following your signing of the Hire Agreement form you must pay KR the following non-refundable deposit within 7 days to secure the booking:
- 7.3. You will pay the price of the hire agreement and any additional agreed services to us in the following payment schedule:
- 7.3.1. Upon signing of the Hire Agreement form: a non-refundable deposit as stated in the table below:

Non Refundable Deposit	
Hire Agreement Date to Event Day	% of Hire Charge
Greater than 12 months	25%
6-12 months	50%
Less than 6 months	100%

- 7.3.2. The Hire Charge (less deposit paid but together with, when applicable, V.A.T at the prevailing rate), as set out in the Hire Agreement form, must be paid in full no less than 6 months prior to the Period of Hire, which must be paid within 7 calendar days of the date of the invoice.
- 7.4. KR shall issue an invoice to the Hirer after the Event for any remaining charges which must be paid within 7 calendar days of the date of the invoice. In the event of KR 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.

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- 7.5. If payment of the Hire Charge is not received by the dates set out in this Condition, KR reserves the right to cancel the Event without liability of KR to the Hirer.
- 7.6. The Hire Charge (less the non-refundable deposit, but together with, where applicable, VAT at the prevailing rate) as set out in the Hire Agreement Summary Form, must be paid in full no less than 6 months prior to the Period of Hire, which must be paid within 7 calendar days of the date of the invoice.
- 7.7. If an Event is confirmed less than 6 months from the commencement of the Period of Hire, the Hirer will be invoiced in full for all Hire Charges (as on any Hire Agreement Summary Form) and this must be paid immediately.
- 7.8. For the avoidance of doubt KR 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.
- 7.9. We accept BACS bank transfers only into the following account:  
Account Name: KR Events  
Sort Code: 20-54-25  
Account No: 23019187  
Bank: Barclays Plc
- 7.10. If an Event is confirmed more than 8 months from the commencement of the Period of Hire we shall provisionally hold the booking date for 7 calendar days following the signed Hire Agreement form by you. If the date on the signed Hire Agreement form is confirmed less than 8 months from the commencement of the Period of Hire we shall provisionally hold the booking for 24 hours. After this time the venue area(s) shall be made available for booking by other parties and we reserve the right to make such bookings without prior notification to you.
- 7.11. If the registered Debtor for the Event is changed, KR must be notified immediately, as this may invalidate any prior agreed and monetary entitlements
- 7.12. KR may cancel the event:  
7.12.1. if the Venue or any area within KR, including the lane leading to KR from Down Court Road is obstructed or closed due to circumstances outside its control which precludes emergency vehicles from gaining access to the Venue or the Event taking place;  
7.12.2. if the Hirer breaches the Terms of this agreement;  
7.12.3. in accordance with the Conditions in this Agreement;
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- 7.12.4.the Hirer becomes unable to pay its debts as they fall due or enters into liquidation, administration or bankruptcy;
- 7.12.5.the Event may, in the opinion of the KR, damage or prejudice the reputation and/or good name of KR
- 7.13. The Hirer may cancel the booking by giving KR notice in writing. In such circumstances, the Hirer shall compensate KR for any Loss suffered by it as a result of the cancellation. In the event of a cancellation, the Hirer will forfeit their deposit in all circumstances. There is no obligation on KR to find a replacement booking.
- 7.14. If the Hirer fails to observe and perform any of these Conditions or causes damage to KR as a result of the Event, KR may at any time cancel the Event or any other concurrent or future hire agreement of any part of the Venue by the Hirer without incurring any liability to the Hirer for the return of any payments already paid;
- 7.14.1.and charge to and recover from the Hirer any expenses incurred by KR plus 10% administrative fee in remedying any such failure including (but not limited to) the cost of employing and supplying:
- 7.14.1.1.Attendants
- 7.14.1.2.Cleaners
- 7.14.1.3.Workmen or other Contractors as may be appropriate; and
- 7.14.1.4.any materials, machinery, equipment and cleaning products additionally required.
- 7.15. KR reserves the right to cancel the contract or stop the event if you, your guests or third party suppliers conduct any inappropriate, offensive and / or threatening behaviour towards us, neighbours, staff, suppliers or guests.

8. **The price:**

- 8.1. is in pounds sterling (£)(GBP)
- 8.2. does not include the cost of any third party suppliers (including furniture hire, event staff, caterers, marquee hire etc.).
- 8.3. KR reserves the right to increase its published prices for VAT and duty increases imposed on them by the Government's budget without prior notice.

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- 8.4. KR reserves the right to cancel the contract or stop the event if you, your guests or third party suppliers conduct any inappropriate, offensive and / or threatening behaviour towards us, neighbours, staff, suppliers or guests.
- 8.5. If you cancel the contract within the 7 day cancellation period, we will reimburse to you all payments received from you except where we are allowed to keep such payments, for example when we have started carrying out the services within the 7 day cancellation period and you provided your written agreement for us to start carrying out the services within the 7 day cancellation period.
- 8.6. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel the

Cancellation Charge Less Paid Deposit	
Hire Agreement Date to Event Day	% of Hire Charge
Greater than 12 months	25%
6-12 months	50%
Less than 6 months	100%

contract.

- 8.7. We will make the reimbursement using the same means of payment as you used for the initial deposit, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 8.8. Once the cancellation period expires all Hire Charges will be payable by you in order to compensate us for our reasonable costs and/or losses:
- 8.9. Should you cancel the contract after the 7 day cancellation period, then this must be provided in writing. Cancellation shall be deemed effective from the date we receive the written confirmation.
- 8.10. KR recommends that you take out insurance cover to protect you in the event that you cancel the contract with us.
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