



**Registered Office at 103A Wornington Road, London W10 5YB
020 8960 3234**

Registered Charity No 1073115

Company Number 2178614

TERMS AND CONDITIONS

The Venture Centre is available for hire by people resident or groups, operating in the Royal Borough of Kensington and Chelsea ONLY.

All hirers must be 21 years or older.

All hirers must provide two forms of ID. A passport or drivers licence and a proof of current address.

The fee, shall be payable 14 days in advance of the date of activity/event with £250.00 as a deposit. The deposit is not part of the booking fee and will be refunded into your bank account after the event if no breach of hire conditions has occurred.

The booking shall not be deemed as confirmed until such deposit, ID, signed and completed contract has been received.

This Agreement may not be modified or cancelled except by mutual consent, in writing signed by both parties.

Agreement.

VCA reserves the right to terminate the hire contract immediately if at any time the following terms and conditions are not adhered to:

1. APPLICATION AND RESERVATIONS

- 1.1 Full details of the type of function/event and its associated activities must be provided in writing at the time of the application on the provided Booking Sheet. VCA reserves the right not to accept an application and is not bound to state the reason for doing so.
- 1.2 In specifying the day(s) and times in an application, the Hirer must include an adequate allowance for any set up, breakdown and reinstatement activity.
- 1.3 The person signing the Contract Schedule will be responsible for the payment of charges and for observance of the contract conditions.

2 PROPER USE

- 2.1 The room/space shall be used for no purpose and at no times other than as specified in the hire Schedule. If VCA believes there is a discrepancy between the purpose stated in the Schedule and that, which is going to take place, VCA may cancel the reservation and retain the deposit. VCA reserves the right to discontinue any function/event whose activities are other than those stated in the Schedule, in such case the Hirer shall remain liable to make full payment.

2.2 In using the room/space the Hirer is responsible for ensuring that:

- a. **The function/event shall be organised in a manner, which promotes enjoyment by the attendees and the reputation of VCA. Any complaints received by neighbours or the police in regard to noise nuisance or conduct of attendees may result in loss of deposit.**
- b. **Nothing shall be done, permitted or omitted that is contrary to any law or regulation or would prejudice the reputation VCA. This includes permitting the consumption of alcohol by minors.**
- c. **Good order is maintained at all times by persons attending the function/event.**
- d. **No unlawful betting, gaming or lotteries take place. No charge to attend the event can be made.**
- e. **There is proper care and supervision of children with DBS checks completed as appropriate under the law.**
- f. **All proper precautions have been taken to prevent fire and to protect people from any act or thing that may be or become dangerous or risk to health or well-being.**
- g. **All necessary precautions are taken with regard to seating, amplification, heating and lighting, in accordance with VCA Health and Safety Policy and Risk Assessment, copies of which are available for inspection from the Office.**
- h. **Official exit ways from all rooms, buildings and spaces are kept clear at all times.**
- i. **Particular care is taken in the organisation of young persons' events in respect of the type of activity proposed and the maintenance of good order, ensuring the safety of young people at all times.**
- j. **No smoke machines or incendiary devices are used.**
- k. **The maximum number of persons permitted under the term of the Licensing Authority for the room/space is not exceeded. These are currently:**

Hall and Clubroom 180
Adventure Playgrounds 50
- l. **There shall be no smoking anywhere in the building, if attendees need to smoke they must do so outside on Wornington Road only.**
- m. **There must be no activities in the adventure playground after 7pm.**
- n. **Attendees must leave promptly and quietly in respect for VCA's neighbours.**

3. CHARGES AND PAYMENT ARRANGEMENTS

3.1 Any storage of equipment must be agreed in advance. A further charge for storage may be incurred.

3.2 A refundable deposit of _____ to be paid by the Hirer at time of booking.

The balance of the charge must be paid in full no later than **14 days** before the function/event. Any additional costs will be invoiced after the function/event and must be paid within fourteen (14) days of the invoice.

4. CANCELLATION

- 4.1 VCA may immediately cancel the reservation and terminate the Contract without liability to the Hirer if the Hirer fails to make any payment when due or if the Hirer breaches any other material condition of the Contract.
- 4.2 If the Hirer cancels the booking 4 weeks in advance of event or activity the full booking amount, minus £10.00 administration fee will be refunded. After this time 50% of the booking amount will be refunded. **If the hirer cancels within 7 days of the booking date no refund will be given.**

5. FOOD and DRINK

- 5.1 Alcohol or food must **not** be sold on the premises.
- 5.2 Use of the kitchen facilities are limited and will need to be agreed at the time of booking.

6. LIABILITY AND INSURANCE

- 6.1 VCA reserves the right to close the function/event in the event of unreasonable behaviour or wilful damage and to require the Hirer to withdraw or cease any activities which puts attendees, the public or the premises at any risk whatsoever.
- 6.2 VCA will not be liable for any loss or damage suffered in the event of the room/space not being available by reason of circumstances beyond its reasonable control, including without limitation, fire, accident, and adverse weather, revocation of a license or regulation of any competent authority. VCA takes no responsibility whatsoever for equipment brought onto site by the Hirer.

7. STAFFING

- 7.1 VCA provides two stewards for each event or activity who represent VCA and are there to ensure all terms and conditions are adhered to.
- 7.2 VCA reserves the right to require the Hirer to cover the cost of an additional and uniformed security presence at the function/event. VCA will organise this and the cost passed to the Hirer. All costs and staffing arrangements will be discussed at time of booking.
- 7.3 VCA reserves the right for its employees to enter the room/space at any time and for its Contractors to do so in the event of need.

8. ACCESS, EQUIPMENT AND CONTRACTORS

- 8.1 The Hirer shall ensure that any vehicle delivering or removing equipment or goods for the function/event uses authorised routes only and complies with all relevant site regulations. Vehicles, equipment and goods must be positioned so as to block neither emergency routes or fire exits nor access to inspection chambers, service covers and the like.
- 8.2 General parking is not available at VCA.
- 8.3 No delivery or installation shall commence before the time permitted under the hiring and/or breakdown and removal shall be completed by the time denoted as the end of the hiring. All such activities shall take place only at times agreed with VCA.
- 8.4 The Hirer shall ensure that any equipment brought onto the site or into a building complies with all relevant laws and regulations. Other than electrical supply from existing 13 amp outlets within buildings, the Hirer will notify VCA of any requirement for utility services and will not make connections to any such services without the prior consent of The Venue.

- 8.5 The Hirer shall notify VCA of the identity of any supplier or contractor that it intends to use for the provision of equipment or services on the site. VCA reserves the right to refuse certain intended suppliers or contractors access to any building or open space.

9. OTHER OBLIGATIONS OF THE HIRER

9.1 Licenses

The Hirer shall be responsible for abiding by the terms of any license that may be required for the function/event. VCA licensing hours for most events are 1am on Friday and Saturday nights. This means that the building should be cleaned and premises vacated by 1am.

- 9.2 Stewards will expect the music to end at least 45 minutes prior to the end of the hire period.

10. CHILDREN AND VULNERABLE PEOPLE PROTECTION

In the case of those Hirers working with Children, the disabled or elderly.

- 10.1 The Hirer shall provide proof of DBS checks for all persons working directly with children or vulnerable adults at the time or before the use of the space being hired. If this is not forthcoming VCA reserves the right to cancel the booking and recoup cancellation costs from the deposit as outline in 3.2.

- 10.2 All hires involving children renting space must ensure that the children are supervised at all times, and we are required to have the name of the person who will be responsible for children attending your event. Please ensure that this filled in on the application form. This is necessary to be in line with our Certificate of Registration for Children under 13 years, as dictated by the Children's Act.

VCA cannot take any responsibility for any injury to unsupervised children.

- 10.3 All hires relating to workshops must keep a register of all participants attending the workshop as well as register all names in the signing in book at the reception desk. The register of names to be submitted to the office at the end of each session

11. REMOVAL AND CLEANING

- 11.1 Hirers are responsible for cleaning after their event. This includes cleaning floors, tables, collecting rubbish in any areas used.

- 11.2 Hirers are responsible for ensuring all tables, chairs and equipment is stored away.

- 11.3 Failure to clean and tidy premises after use will mean all or some of deposit will be retained by VCA.

12. COMPLAINTS

- 12.1 Any complaint arising out of the hiring must be made in writing to the Director within twenty-four (24) hours of the reason for such complaint arising.

13. AT HIRER'S RISK

- 13.1 All property brought in to VCA by the hirer shall be at the Hirer's risk. This shall include but not exclusively all musical instruments, equipment, props, accessories, artwork and personal effects. For the avoidance of doubt these are not insured by VCA and VCA will take no responsibility whatsoever for any loss, theft or damage.

- 13.2 **Adventure Playground:** Please be aware that on the day of your booking the stewards may deem the outside play area unsafe due to adverse weather conditions. This is at the hirers risk and a refund will not be issued. Refunds will only be offered if the playground is unsafe due to structure damage.

