

The Key, 15 St Margaret's Plain, Ipswich, Suffolk. Telephone 01473 211585 – Registered Charity No: 1158979

Terms and Conditions for hire and or use of The Key and its facilities as agreed in the Contract. Effective from 1st August 2013

Objectives

To protect all parties through a better understanding of their obligations under this contract.

To heighten awareness of the business and legal obligations of both the Client and the Venue when confirming or canceling a booking and using the facilities of the Venue.

Definitions

“The Booking” means the reservation by the Client of event rooms, equipment, and other facilities for certain dates. “The Client” means the person, organisation or company by whom the booking is made.

“The Contract” means the agreement between the Venue and the Client for the hire of event rooms, equipment, and other facilities as set out in the Booking Form and incorporating these Terms and Conditions. “The Event” means the event to be held by the Client at the Venue in accordance with the Booking.

“The Venue” means the The Key, 15 St Margaret's Plain, Ipswich, Suffolk

“The Contract” is made between the Manager of The Key acting on behalf of the owners of the Venue - Trustees of Bethesda Community Charitable Trust (hereinafter called the Venue) and the person signing the Contract document (hereinafter called the Client)

“The Contract” is mandatory on clients booking the Venue regardless of whether charges are incurred or the facilities are provided at zero cost under charity or religious status.

Bookings - Section One

1 The return of the Contract and/or confirmation by email and if required payment of deposit shall bind the Client to these terms and conditions proposed by the Venue. Note the Contract by the Venue may be issued in the form of an email. Acceptance by the Client in email form shall equally bind the client to the terms and conditions stated by the Venue.

2. The Booking shall remain provisional until the requirements stated in Item 1 are completed. If the signed Contract and/or acceptance email and any deposit required are not returned to the Venue within fourteen days of their issue by the Venue or, if such time is not available prior to the date of the Client's arrival, within 48 hours, the Booking shall lapse and the Venue shall be entitled to re-let the facilities. If no deposit is requested and / or no charges are entered for some or all of the Venue facilities the acceptance shall bind the Client to all the terms and conditions stated by the Venue in Section One

3. The Venue reserves the right to require a deposit of 50% of the estimated total cost of all facilities requested by the Client.

4. Payment of all outstanding amounts (owing to the Venue after the event has finished) shall be made by the Client within 7 days of the Venue's invoice. Note Invoices will be issued by email unless printed/posted copy expressly requested.

5. Should any payment become overdue the Venue reserves the right to charge interest on the overdue sum at the rate of 3% above the base rate of the Bank of England from the date the payment was due until the date payment in cleared funds is received by the Venue.

6. All payments shall be made in pounds sterling (£).

7. Up to one month prior to the commencement of the Event, the Client may alter the date of the Event, provided the Venue agrees to the alteration.

8. If 'Final guest numbers' are requested by the Venue then this information must be notified to the Venue at least 4 clear working days (Monday - Friday) prior to the date of the Event (and this will be the minimum number for which the Client is charged, if guest charges apply).

9. The Venue may cancel the Booking (a) if the Event might, in the opinion of the Venue, prejudice it's reputation; or (b) if the Client is more than 7 days in arrears with any payment to the Venue; or (c) if the Venue becomes aware of any material adverse change in the Client's financial situation; or (d) if the Client becomes bankrupt or goes into liquidation, administration or receivership or enters into any arrangements with it's creditors; or (e) if the Venue is used for activities that are contrary to the objectives of Bethesda Community Charitable Trust: or (f) if the Venue becomes aware of any proposed or actual activity at the Event which breaches or is likely to breach licensing, health and safety legislation or fire safety regulations; or (f) if the Client breaches any provision of the Contract and fails to remedy it's breach within 7 days.

10. In the unfortunate event that the Client needs to cancel the Booking, the Client shall be required to forfeit any deposit already paid.

11. The Venue rooms will be available during the periods specified in the Booking Form. Any time extensions pre and/or post the event may incur additional charges. Note hours of booking must include any necessary preparation and cleaning up time by the Client

12. Should any of the Client's guests or delegates attending the event be unwilling or unable, when asked by the Venue, to cease any behaviors or activities unacceptable to the Venue, the Venue reserves the right to require them to leave the premises and/or to terminate the Event immediately, without refund or waiver of any monies already paid or payable.
13. If the booking is for exclusive use of the Venue then the Client has an obligation before the event to become familiar with the fire precautions in operation at the Venue and take all appropriate action in the event of fire. These include (a) ensure all persons are safely clear of the building (b) Call the Fire Brigade and (c) call one of The Venue Keyholders.
14. If the booking is for a room then the client has an obligation in the event of fire to immediately inform the manager or senior person on duty at the time and ensure they and all their guests comply fully with instructions given
15. The Client shall indemnify the Venue against any claim made against it as a result of anything said or done by any of its guests, delegates, staff and entertainers hired for the Event which constitute racial or sexual discrimination or otherwise breach any United Kingdom or European Union legislation.
16. The Client shall be responsible for any loss or damage sustained by the Venue as a result of the acts, omissions or negligence of the Client, its delegates or guests at the Event and shall be liable for the cost of replacement or repair as appropriate as well as compensation for loss of business suffered by the Venue. (Note - In the event of theft and malicious damage the client must inform the Police and obtain an Incident number for progressing their claim with their insurance company.) It is the responsibility of the client to carry out his or her own risk assessment for each event/booking.
17. If the Client requests that the Venue hire any equipment on its behalf, the Client shall be responsible for any loss or damage to that equipment and shall indemnify the Venue for any costs incurred in making good such loss or damage and any costs imposed by the owner of the equipment.
18. The Client shall inform the Venue of any proposed externally arranged entertainment, services or activities at the Event and the Venue reserves the right to approve or prohibit such external arrangements without liability for any resultant cost to the Client. The Venue reserves the right to regulate the noise level at the Event.
19. No food or beverages may be brought into the Venue without the Venue's express permission. The Client, guests, entertainers or third parties may not bring or use liquor in the Venue.
20. The Venue shall not be liable for failure to provide or delay in providing rooms, equipment, food or beverages or other facilities as a result of events outside of its control.
21. The Venue prohibits the following activities from being carried out on its premises: gambling, or activities that contravene the Public Entertainments License, or any other Licenses held by the Venue. If the Client misleads the Venue as to the nature of the activities to be carried on at the Event, the Venue shall have the right to cancel the Booking immediately without reimbursing or waiving monies paid or payable by the Client.
22. The Client must obtain written approval from the Venue prior to affixing items to the walls, floors or ceilings. In particular the Client shall not drive nails, tacks, screws, staples, or other like objects into any part of the Venue, nor attach any adhesive substances to it.
23. Smoking and alcohol are prohibited throughout the premises and car park.
24. The Client shall confirm that they are familiar with the Home Office Code of Practice " Safe from Harm", having an understanding of it and undertakes to follow the said code of practice in relation to working with children and young people under the age of sixteen years.
25. The Client must notify Venue management of any (a) damage or breakage and / or (b) thief and vandalism and if appropriate notify the police and their insurance company for items and events that are their liability under the contract.
26. Failure by the Venue on any occasion to enforce any of the obligations on the Client contained in the Contract shall not constitute a waiver of its rights to do so.
27. If the booking is for an evening event the premises must be vacated by 10.30 pm
28. The Client shall leave the Venue in a clean and tidy condition.
29. The Contract shall be governed by the laws of England and Wales. Any dispute shall be subject to the exclusive jurisdiction of the English Courts.

Bookings - Section Two (applicable if Kitchen facilities are included in the hire)

30. If the Contract includes use of the kitchen, the Client shall (a) ensure that a person holding the appropriate Food Hygiene Certificate is in attendance at all times and that the current Health Safety & Hygiene Regulations are strictly observed. (b) ensure that the Client visits the premises at least one week prior to the hire to be instructed in the use of the equipment, and to sign to the effect that they have received this instruction. Under no circumstance may the kitchens be used if not expressly stated in the contract.
31. Final arrangements with regard to any menu choice, beverages and special dietary requirements shall be notified to the Venue at least one week prior to the commencement of the Event.

