

# Westminster Kingsway College Terms & Conditions of Hire

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## Westminster Kingsway College Terms & Conditions of Hire

### 1. Contact Details

Commercial Manager - for any questions relating to hiring  
Julia Main - 020 7802 8841 / 07957 294 505  
Julia.main@westking.ac.uk

For specific requirements on the day of booking, there is a liaison officer based at each site as follows:

Victoria Centre: Hayley Ballard - 020 7802 8367 Hayley.ballard@westking.ac.uk  
King's Cross Centre: Laura Elliott - 020 7832 5105 Laura.elliott@westking.ac.uk  
Soho Centre: Erik Moore - 020 7025 1988 Studio@01zero-one.co.uk

You can also contact the College via the switchboard on 0870 060 9801.

### 2. Definitions

- a. Booking Request means a request made to the College for the use of the Facilities by the Hirer by email, telephone or completing the Hire Enquiry template on the website;
- b. Contract to Hire is the form completed confirming the date and time booked for the Event, the Selected Facilities, the Charge, the maximum number of Delegates permitted to attend the Event and any other requirements the Hirer may have;
- c. Charge means the total charge for the hire of the Selected Facilities, including any charges or costs for additional services requested by or on behalf of the Hirer (for example, any food and beverages) and other requirements as confirmed by the College in writing;
- d. College means Westminster Kingsway College;
- e. Contract means the contract for hire in respect of the Selected Facilities for the Hire Period for the Event between the College and the Hirer incorporating these Terms and Conditions and formed as set out in clause 3c;
- f. Delegates means all persons attending the Event on behalf of or at the invitation of the Hirer;
- g. Deposit means 50% of the Selected Facilities Hire Charge;
- h. Event means the training course, conference, meeting, reception or other function specified in the Contract to Hire (as may be varied by the College under clause 3d);
- i. Facilities means the available Rooms and facilities at the College which the College makes available for hire from time to time, as specified in the College hire documentation;
- j. Hirer means the person, firm, company or other organisation specified in the Contract to Hire responsible for hiring the Selected Facilities for the Event (or, in the case of clause 6, a person who has made a request for a provisional booking for Selected Facilities);
- k. Hire Period means the period so specified as such in the Booking Request;
- l. Parties means the College and the Hirer;
- m. Selected Facilities means those of the available Facilities specified in the Contract to Hire (as may be varied by the College under clause 3d) (or, in the case of clause 6, the Facilities specified by the Hirer as part of a request for a provisional booking).
- n. Selected Facilities Hire Charge means the charge specified as such in the Contract for Hire.

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### **3. The Contract**

- a. Subject to any variation under Clause 5 below, the Contract will be upon these Terms and Conditions, to the exclusion of all other terms and conditions and all previous oral or written representations, including any terms or conditions which the Hirer purports to apply under a purchase order, confirmation of hire or any other similar document, whether or not referred to in the Contract.
- b. The Hirer, upon signing the Contract to Hire, shall be deemed to have accepted and agreed to be bound by these Terms and Conditions which the Hirer acknowledges have been made available to it and are incorporated into and form part of any Contract.
- c. The Contract is formed when the College confirms to the Hirer in writing or by email that it has received the signed and dated Contract for Hire and the Deposit payable under clause 8. No Contract shall come into existence until that confirmation is issued by the College.
- d. Prior to providing any confirmation under clause 3c, the College may vary the requested details in the Contract to Hire by notifying the Hirer in writing or by email. If those variations are agreed by the Hirer to the College in writing or by email, any related Contract shall be on the basis of the varied Contract to Hire.
- e. Subject to these Terms and Conditions the terms of the Contract may not be varied by the Hirer without the prior agreement in writing of the College.

### **4. The College's obligations**

The College undertakes with the Hirer to provide the Selected Facilities for the Hire Period and to ensure that the Selected Facilities are of satisfactory quality and/or will be provided with reasonable care and skill.

### **5. General Conditions of Hire**

- a. The maximum number of Delegates for an Event specified in the Contract for Hire should not be exceeded without prior written consent of the College.
- b. Hazardous or dangerous items may not be brought onto the College premises without prior written permission of the College.
- c. The Hirer and all Delegates must act lawfully and in a proper and orderly manner and comply with all reasonable requests from the College staff whilst on any College premises. The College reserves the right to remove from the College premises at any time during the Event any Delegate who is not acting in such manner.
- d. Any additional services (for example, any food and beverages) requested by or on behalf of the Hirer during the Event and changes to agreed timings requested by or on behalf of the Hirer may incur additional charges payable in accordance with clause 9.
- e. The College must be informed in advance in writing at least ten days before the start of the Hire Period of any 'high profile' speaker, guest or delegate expected to attend during the provision of the Event.
- f. The Hirer must not publicly advertise the Event (to the extent the College and/or its Facilities are mentioned) without prior written authorisation of the content and format of such advertisements from the College.
- g. The Hirer must neither sell nor attempt to sell any tickets in connection with the Event nor sell any type of goods or services (other than the provision of the Event to Delegates) on the College premises.
- h. The Hirer must not affix any notices, decorations or signs to any parts of the Facilities without prior written authorisation from the College. Should the Hirer do so, the College will remove such notices, decorations or signs without informing the Hirer and the College shall be entitled to charge the Hirer for the reasonable costs of remedying any damage caused.

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### **6. Provisional Bookings**

- a. Upon the Hirer's request, the College may at its discretion make a provisional booking in respect of Specified Facilities.
- b. The College agrees to hold the provisional booking for a maximum of ten working days (or such shorter period notified by the College to the Hirer if business levels so dictate). If during that period the College receives a firm enquiry from another potential hirer for the day, time and Specified Facilities for which the provisional booking has been made, the College will notify the Hirer. If the Hirer wishes to confirm the provisional booking it must do so to the College in writing or by email within 48 hours of such notification by the College enclosing or attaching a signed and dated Contract to Hire. If the Hirer fails to so confirm the provisional booking, it will no longer be held for the Hirer and the College may hire out the Specified Facilities for that day and time to another hirer.
- c. Subject to clause 6b, if the Hirer wishes to confirm a provisional booking it must, within one month of the College making a provisional booking, do so in writing or by email enclosing or attaching a signed and dated Contract to Hire. If the Hirer fails to so confirm the provisional booking, it will no longer be held for the Hirer and the College may hire out the Specified Facilities for that day and time to another hirer.

### **7. Bookings**

- a. The Contract to Hire includes all items associated with the Hire and will list all specific requirements for the Hirer.
- b. The Charge will be based on the items listed on the Contract to Hire.
- c. On receipt of the Contract for Hire, the College will confirm the details of the Charge to the Hirer by email. The final invoice will be based on this calculation plus any additional charges and costs that are incurred by the Hirer for additional services requested by the Hirer in the Contract for Hire and under clause 5d.

### **8. Deposits**

- a. The Hirer shall pay the Deposit to the College when sending a signed and dated Contract for Hire to the College.
- b. The amount of any Deposit received from the Hirer will be credited against the Charge.

### **9. Payments**

- a. Subject to clause 9b, the Hirer must pay the Charge to the College in full on or before the date of the Event.
- b. Where the College agrees to invoice the Hirer, the Hirer will, within 30 days of the date of the Event, pay to the College the Charge (less any Deposit previously received from the Hirer for the relevant Contract) plus any additional charges and costs for additional services requested by the Hirer in the Contract for Hire and under clause 5d incurred. Payment details will be included on the Contract to Hire.
- c. Payment can be made to the College by bank transfer or credit/debit card in GBP:
  - *Account Name:* Westminster Kingsway College Fees Account;
  - *Bank:* Barclays, Wandsworth High Street Branch;
  - *Sort Code:* 20-90-69;
  - *Account Number:* 33029468.

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### 10. Cancellation

- a. Any cancellation of the booking must be notified by the Hirer to the College in writing or by email as soon as reasonably possible before the Hire Period.
- b. A cancellation fee (plus VAT) will apply as follows:
  - If the Hirer's notice of cancellation is received by the College more than 10 working days prior to the start date of the Hire Period, the College will retain the Deposit as a cancellation and administration fee.
  - If the Hirer's notice of cancellation is received by the College 5 working days or less prior to the start date of the Hire Period, the Hirer must pay to the College when issuing any cancellation notice under clause 10a a cancellation and administration fee equivalent to 100% of the Selected Facilities Hire Charge (less any Deposit previously paid by the Hirer).

### 11. Charges Quoted

- a. Room hire is not generally subject to VAT unless the College notifies the Hirer to the contrary. Charges for additional services will incur VAT. This includes but is not limited to, Catering, technical support, studio equipment and theatre performances.
- b. The College reserves the right to alter prices or other details without notice. The College will honour written quotations for specific bookings where these have been accepted by the Hirer.

### 12. Termination

- a. In the event of non-payment of the Charge by the Hirer in accordance with the timescales set out in clause 9 (or otherwise agreed), the College reserves the right to terminate the Contract and/or charge the Hirer interest at 1% above the Bank of England's base rate plus any administrative costs incurred by the College.
- b. The College will be under no liability to the Hirer in accordance with the timescales set out (or otherwise agreed) the College reserves the right to terminate the Contract and retain any monies paid in advance.

### 13. Facilities Provided

- a. The College will provide the Selected Facilities with adequate heating, lighting and ventilation.
- b. The following details must be confirmed by completing the Contract to Hire:
  - Room size and type;
  - Seating arrangements and room style;
  - Number of delegates;
  - Catering requirements;
  - Technical support;
  - AV (Audio Visual) and IT requirements;
  - Out of hours security cover;
  - Printing, photocopying and stationery requirements.

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### 14. Car Parking

The following applies to each centre:

- *Victoria Centre* - no onsite parking. Visitors can use the any available public parking spaces in Vincent Square (avoid bays marked for Residents Permit holders). The nearest public car park is Horseferry Road, Arneway Street, London, SW1P 2TX;
- *King's Cross Centre* - no onsite parking Monday-Friday. At weekends and non-term time there are limited parking spaces for visitors. The nearest public car park is: Brunswick Square, Marchmont Street, London, WC1N 1AF;
- *Soho Centre* - no onsite parking or street parking. The nearest car park is the NCP in Brewer Street, W1F 0LA.

### 15. Deliveries

- *Victoria Centre* - Rochester Row goods delivery entrance.  
Deliveries accepted between 8am and 4pm Monday-Friday. All items must be marked for the attention of Ian Wild. Hirers must agree deliveries in advance.
- *King's Cross Centre* - Sidmouth Street goods delivery entrance.
- *Soho Centre* - There are two entrances for the centre. Hirers must agree deliveries in advance. There is a lift to the Basement accessed from the main entrance in Peter Street. All items must be marked for the attention of Erik Moore 01Zero-One.

### 16. Catering

- a. If the Hirer requires any catering services for the Event, it must complete the Hospitality Booking Form with final numbers agreed and send this to the College 5 days before the date of the Event.
- b. The College can provide or procure catering services at all sites as follows:
  - *Victoria*: The School of Hospitality provide catering during term time. At other times catering can be provided by one of our approved external suppliers.
  - *King's Cross*: Pabulum are the catering supplier and can provide catering throughout the year Monday-Friday. Weekend catering can be provided by arrangement.
  - *Soho Centre*: Catering can be provided by one of our approved external suppliers. Tea and Coffee is on sale and can be provided for all meetings.

### 17. Code of Conduct for Hirers

Each venue is part of the Westminster Kingsway College. Therefore no event shall be in the reasonable opinion of the College be:

- Immoral;
- Biased toward a particular religion or political party;
- Unlawful;
- Contrary to the public interest;
- Contrary to the general health and safety of the staff and students of the College, the delegates and/or the general public;
- Contrary to the best interests of the College, its staff and/or students;
- Likely to bring the College into disrepute;
- Under no circumstance can delegate numbers exceed the authorised capacity of the Venue.

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### **18. Loss or Damage to Property**

- a. The Hirer shall be held responsible for any loss of or damage by it and/or any Delegate(s) to any property placed or left on the College premises (and/or to the College premises and/or Facilities and/or property).
- b. Reasonable charges for any such damage and any resulting losses will be added to the final invoice. The College cannot accept responsibility for any loss of, or damage to, the personal property and or vehicles of Delegates. The Hirer should ensure that the Delegates are advised to be careful regarding the security of their belongings.

### **19. Insurance**

- a. The Hirer shall be responsible for any loss, liability or costs (including reasonable legal costs) incurred by the College as a result of or in relation to any breach of the Contract by the Hirer (or any Delegate) and the negligence of the Hirer or any Delegate in relation to the contract and/or Event.
- b. The Hirer shall have a valid insurance policy in place with a reputable UK insurer for the Event for the full Hire Period. The College reserves the right to see such policy and proof of payment of premiums.

### **20. Force Majeure**

- a. The College will be under no liability to the Hirer, nor be deemed in breach of the Contract, if as a result of circumstances beyond the College's reasonable control including, but not limited to, fire, strike or order by any public authority, the College is unable to provide the Selected Facilities for the Event booked by the Hirer.
- b. In such event the College will only repay to the Hirer any part of the Charge paid by the Hirer by way of Deposit under clause 8.
- c. In the event of cancellation of the Contract due to any event beyond the College's reasonable control, the College shall not be liable to the Hirer for any loss which it may sustain in consequence of any such cancellation or suspension (whether in negligence or otherwise).

### **21. Health and Safety**

- a. The Hirer shall at all times (and shall procure that all Delegates shall at all times) whilst on the College premises comply with the College's Health and Safety Policy a copy of which has been provided to the Hirer upon request.
- b. The Hirer shall, upon the College's reasonable request, assist the College with the preparation of an Event / Function Risk Assessment, in accordance with the College's Health and Safety Policy.
- c. The College will ask for Risk Assessments in certain circumstances including but not limited to:
  - Kitchen equipment;
  - External equipment provided by the Hirer;
  - Hazardous materials;
  - Entertainment;
  - High risk equipment provided by the College.
- d. The Hirer must ensure that:
  - All emergency exits remain clear with unhampered access; and
  - It complies with the College emergency evacuation procedures which are prominently displayed in every part of the College premises.

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### **22. Fire Evacuation**

In the event of a fire the Hirer must ensure that its Delegates evacuate the building by the nearest exit and assemble in the designated area. The College must be informed in writing 5 working days prior to the Event in advance of any Delegate who may require specific assistance in the event of an emergency.

### **23. Smoking**

The College has a strict no smoking policy within buildings. Each site has designated, external smoking areas and under no circumstance should delegates smoke in non-designated areas.

### **24. Premises Licenses**

- a. The Vincent Rooms and Escoffier Room are fully licensed for the sale and consumption of alcohol on those premises.
- b. Occasional or temporary premises licenses can be obtained for the King's Cross Centre and the Soho Centre. These must be applied for 30 weeks in advance of the Event. The cost of £350 will be added to the Charge to cover the license fee.

### **25. Music Licenses**

The College is licensed for Hirers to provide music to support their Event or provide ambience to the Selected Facilities. If the Hirer is selling tickets for a performance held at the College, then they must obtain a Music License.

### **26. Photocopying and Printing Services**

We are able to provide copying services at 10p per copy. Any large volumes of printing required should be arranged in advance and will be charged accordingly.



# Westminster Kingsway College Contract to Hire Facilities

(incorporating the Westminster Kingsway College Terms and Conditions of Hire)

1. Hirer:	2. Date of Event and Event:
3. Lead Contact Name/Job Title: (where Hirer is an organization)	4. Phone Number:
5. Mobile Number:	6. E-mail address:
7. Postal Address:	

## Hire details

Room(s) hired:	
Dates & Times:	
Total Duration of Hire:	
Selected Facilities Hire Charge: (total cost of room hire)	(Info for Finance Team)
Maximum number of Delegates:	
Any other Hirer requests:	
Total cost of Catering: (Breakdown available on Request)	

Total Net Cost: £	VAT: £	Total Cost: £
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## Acceptance of Contract to Hire Facilities

We the undersigned agree that the Hire details in this form are correct and; that we have read and agree to the WKC Terms and Conditions of Hire and; WKC Health and Safety Policy.

**Signed on behalf of the Hirer:**

Signature:	Name/Position:	Date:
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**E-mail address to which statement/invoice is to be sent if different from above:**

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**Signed on behalf of Westminster Kingsway College:**

Signature:	Name/Position:	Date:
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**Please return to:**

**Westminster Kingsway College**  
**Julia.main@westking.ac.uk**