



Terms and Conditions of hire for the KingsGate Church Venue

These Terms and Conditions shall be binding on the Hirer in relation to the booking of the Venue and shall be part of the Contract / Venue Hire Agreement made between KingsGate Church and the Hirer.

Definitions

In these Terms and Conditions of Hire the following terms shall have the following defined meanings:

'Agent': Any authorised sub-contractor, contractor, supplier, agent, employee or representative contracted, engaged or employed by the Hirer (whether permanently, temporarily, expressly or impliedly).

'Booking Request Form': A written booking request form containing information provided by the Hirer relating to the Hire of the Venue, such document being in a form determined by KingsGate Church from time to time (it being noted that some bookings may be requested verbally as well as in writing by use of the form or by other means).

'Authorised Person(s)': Any person appointed by KingsGate Church in relation to the matters referred to in these terms and conditions of Hire, The Authorised Person will usually be a member of KingsGate Church staff for matters relating to the booking of the Venue and Function management as referred to in these terms and conditions.

'BACS': The Bankers Automated Clearing System or any similar scheme adopted by the Council for the electronic processing of financial transactions.

'Booking Condition's: means the terms and conditions applicable to the booking and hire of the Venue as detailed in these terms and conditions and the Contract formed between the Hirer and KingsGate Church.

'Charges': The fee specified in the room hire rate document and payable by the Hirer to KingsGate Church in respect of the use of the Venue and any Function Related Services (and any other charges for any additional services or facilities used or reserved for or in connection with the Venue Hire).

'The Church / The Agreed Area': The Church at 161a Clarence Street, Kingston-upon Thames, Surrey, KT1 1QT

'Contract': means the contract made between KingsGate Church and the Hirer comprising of a completed KingsGate Contract (as issued by KingsGate Church to the Hirer) in relation to the particular Venue Hire / Function.

'The Church': KingsGate Church at 161a Clarence Street, Kingston-upon Thames, Surrey, KT1 1QT

'Data Protection Legislation': the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to privacy

'Deposits': The Security Deposit

'The Hire': The hire of the Venue by the Hirer on and subject to the Contract / Venue Hire Agreement terms.

'The Hirer': The person, company or organisation named as the hirer of the Venue in the Contract / Venue Hire Agreement'.

'The Hirer's Representative': in the case of corporate or business hire, the Hirer shall appoint a named representative (or representatives) for the purpose of representing the Hirer and communications in connection with the booking, the Function arrangements and the Contract / Venue Hire Agreement' (and references to the Hirer shall include reference to the representatives where appropriate).

'Venue Hire Agreement': means the venue hire agreement made between KingsGate Church and the Hirer comprising of a completed KingsGate Venue Hire Agreement (as issued by KingsGate Church to the Hirer) in relation to the particular Venue Hire / Function.

'The Venue Hire / Function': The use of the building or event or function to be held at the Venue by the Hirer as detailed in the Contract / Venue Hire Agreement'.

'The Venue Hire / Function Date': the date (or dates) for which the Venue is booked by the Hirer.

'Function Related Services': Services for example catering, decorating, entertainment, audio-visual or conference related services or other services requested, booked or otherwise to be provided to the Hirer in connection with the Function (provided by third party contractors or suppliers or in certain cases by KingsGate Church).

'Acceptance': Approval given, either verbally or in writing, to the Hirer confirming acceptance of a booking request to hire the Venue, which may include additional terms.

'The Parties': KingsGate Church and the Hirer and a "Party" refer to either of them.

'Period of Hire': The period of time, or duration between start and end times specified in the Contract / Venue Hire Agreement' as being the agreed period for hire of the Venue.

'Personal Data': any information relating to an identified or identifiable natural person ('**Data Subject**'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person

'Regulatory Authority': any regulatory authority with jurisdiction, power or authority over or in relation to the activities undertaken at the Venue or in relation to Function or Hirer.

'Security Deposit': The sum specified by KingsGate Church as being required in respect of security against risk of loss or damage to the Venue or KingsGate Church and which deposit may be taken for reasons including (but not limited to) potential loss or damage to the property of the Church, failure of Hirer, Hirer's caterer or Agents to clean or remove items, deviation in event timings or other failure to comply with the Contract / Venue Hire Agreement requirements.

'Hire Area': The particular part of KingsGate Church premises which is the subject of the Hire as detailed in the Contract / Venue Hire Agreement.

'Working Days': KingsGate Church working days of Monday to Friday excluding official Bank holidays in England.

1. Booking Requests and Procedure

1.1 Booking requests for the Hire of the Venue may be made using the Booking Request Form prescribed by KingsGate Church or by other means permitted by KingsGate Church. The Hirer must complete the Booking Request Form with as much detail as possible regarding the proposed Venue Hire or Function (as known at time of booking). The Hirer must state the rooms or areas, equipment and facilities, Function Related Services and date of Venue Hire or Function requested by the Hirer, together with precise details of the Venue Hire or Function and its purpose (in sufficient detail to enable KingsGate Church to assess the request) and to the satisfaction of the Authorised Person(s).

1.2 Once the Hirer has completed the details needed on the Booking Request Form, the Hirer should submit or return the form to the Authorised Person(s) at the address shown on the form or as otherwise notified to the Hirer by KingsGate Church.

1.3 In cases where the Hirer has made an enquiry for a particular Function Date and KingsGate Church has agreed to provisionally hold the date pending the completion of the Contract / Venue Hire Agreement and the agreed payment, the Hirer will be allowed 15 days to return the Contract / Venue Hire Agreement. If this does not occur in the time period (and unless KingsGate Church agrees to extend it in writing), then KingsGate Church is not bound to hold the Venue Hire or Function Date and may re-market it or accept an alternative booking. The Hirer should contact the Authorised Person(s) if the Hirer is unable to return the signed Contract / Venue Hire Agreement within 15 days. KingsGate Church is not bound to reserve any particular Venue Hire or Function Date(s) beyond 15 days unless the Authorised Person(s) for the booking has specifically agreed to an extension (and any such extension offer may in any case be withdrawn where another hirer wants the same date and is willing to make a firm booking).

1.4 KingsGate Church reserves the right to decline any request for booking for any reason without the need to provide explanations or justification for refusal. Booking requests will not be accepted from persons less than 18 years of age.

1.5 It is the responsibility of the Hirer to make sure that the information provided on the Booking Request Form (or provided by other means of booking request) are correct before submitting the booking request and to make sure that the Hirer is able to understand these Terms and Conditions of Hire before accepting them. The Hirer should seek clarification from the Authorised Person(s) prior to Contract / Venue Hire Agreement signature if there is anything the Hirer does not understand.

1.6 If the Hirer is a Charity; it is the responsibility of the hiring group/organisation to provide proof, to the satisfaction of the Authorised Person(s), that it is a genuine, registered Charity.

1.7 No Hire or booking shall be regarded as a confirmed booking until such time as the agreed payment or the Contract / Venue Hire Agreement signed by both Parties is received by KingsGate Church. The Hirer shall not publicise the Venue Hire or Function until the Contract / Venue Hire Agreement has been signed by both Parties and payment of the appropriate deposit.

2. Deposits and Booking Process

2.1 Once the Contract / Venue Hire Agreement is signed and received by KingsGate Church, KingsGate Church will raise an invoice for the balance of the Charges and either forward it to the Hirer or provide a link to enable the hirer to pay the amount due.

2.2 For Functions (which include all once of hire events), full settlement of the Charges including the Security Deposit, must be paid in advance of the Function Date. For Venue Hire (on multiple dates), the balance of the Charges i.e. the full amount of Charges must be paid no later than 30 days after the first Hire Date and the Security Deposit must be paid in advance of the Venue Hire Date. All Charges must be paid and received by KingsGate Church as cleared funds before any future Venue Hire or Functions will be allowed to take place.

2.3 KingsGate Church requires that a Security Deposit is payable before the Function Date. The Security Deposit amount is at the discretion of KingsGate Church and will be included in the price quote.

2.4 The Security Deposit (where required) will be retained in the event of (but not limited to) loss or damage to the property of KingsGate Church, failure of Hirer, or Hirer's Agent(s) to clean or remove items, untidiness, deviation in event timings in respect of the Hire Period or other failure to comply with the requirements in the Booking Conditions or the Contract / Venue Hire Agreement. KingsGate Church acting reasonably shall be the sole judge of the damage/excess time/failure to comply with Contract / Venue Hire Agreement and the amount of payment required from the Security Deposit or otherwise from the Hirer. KingsGate Church may require an additional guarantee or security against any such loss or damage, if KingsGate Church considers it reasonably necessary (as determined by the Authorised Person).

2.5 Subject to clause 2.4, Security Deposits will normally be refunded through BACS, credit or debit card (to the appropriate card account number used for payment) or by other means agreed with the Council and repayment may take 30 days or longer, after the Function Date.

2.6 The Security Deposit rates are subject to annual reviews and may be changed on 28 days written notice as determined by KingsGate Church. This will not generally affect existing bookings unless the Venue Hire or Function Date is more than 12 months hence. KingsGate Church will notify the Hirer of any change in the Deposit rates in writing.

2.7 Late Bookings: In the case of a booking requested is made in the period of two-three weeks prior to the first Venue Hire or Function Date, this shall be regarded as a Late Booking and the Contract / Venue Hire Agreement and payment of all Charges must be agreed and made at the same time or as close together as possible. The booking will need to be confirmed by the Authorised Person(s). Additional Charges may apply in the case of Late Bookings to reflect any additional resources or requirements and arrangements which need to be accommodated at short notice. The Hirer will be notified of these in writing by the Authorised Person.

2.8 The Hirer should ensure that the details in the Venue Booking or Event is correct and reflects the agreed details and arrangements for the Hirer's Venue Hire or Function. Any additional requirements of the Hirer and additional Charges associated therewith should be agreed in the Contract / Venue Hire Agreement.

2.9 The Hirer is expected to cooperate and ensure that the Hirer's Agents and chosen suppliers for Function Related Services and arrangements relating to the Venue and the Function cooperate and work with KingsGate Churches management and particularly the Authorised Person(s), to facilitate the Contract / Venue Hire Agreement performance and fulfilment of the Contract / Venue Hire Agreement requirements. The Hirer, its Agents and suppliers must help in the process of preparation, agreement and finalisation or arrangements for the Venue, Function and Function Related Services (and any other related matter) in a timely and reasonable manner, provide responses and information in good time for plans and arrangements for the Venue Hire or Function to be discussed and finalised. KingsGate Church aims to work with the Hirer and its Agents to help prepare and finalise the arrangements in good time and in compliance with the time limit requirements in the Contract / Venue Hire Agreement. The Authorised Person(s) will seek to record the details of the agreed arrangements in Contract / Venue Hire Agreement in co-operation with the Hirer. The Hirer and the Authorised Person(s) will agree the details for the Venue Hire or Function in the Contract / Venue Hire Agreement and both Parties will sign the same.

2.10 In addition the Authorised Person will provide the Hirer (or the Hirer's Representative) with a check list for use on the actual Function Date, which will include additional direction / instructions to aid the Hirer.

2.11 Any additional requests for services or facilities not already agreed in the Contract / Venue Hire Agreement which KingsGate Church in its discretion may be able to accommodate on the day of the Function may be agreed with the Venue Hire or Events Manager and will form part of the Contract / Venue Hire Agreement. The Hirer will be obliged to pay for any additional requests or requirements made on the day of the Function (or in the run up) and the Venue Hire or Event's Manager's will record these wherever possible.

3. Payment

3.1 Payments of Charges and Deposits will be specified in the invoice or on the online Event Booking page.

3.2 Cash payments will not be accepted.

3.3 The Charges advertised or quoted by KingsGate Church are inclusive of Value Added Tax (VAT). VAT is not payable on any bookings.

4. Cancellations, Termination, and Changes to bookings

4.1 In the event of the Hirer wishes to cancel or terminate a booking or the Contract / Venue Hire Agreement for the Hire, KingsGate Church will generally apply the cancellation and termination Charges shown below:

CANCELLATION AND TERMINATION CHARGES

Functions (including Party Hire, once off room or area hire):

- i) Notice received by KingsGate Church under two weeks prior to the Function Date - 100% of the hire fees will be charged but the Security Deposit will be returned.
- ii) Notice received by KingsGate Church under one calendar month prior to the Function Date - 100% of the Security Deposit will be retained but any event charges will be returned.
- iii) Notice received by KingsGate Church before one calendar month prior to the Function Date - a full refund of any charges and the Security Deposit will be refunded.

Venue Hire (including multiple date / continues hire of a specified room, area or floor):

- i) Notice received by KingsGate Church under two weeks prior to the first Venue Hire Date - 50% of the Venue Hire charges will be retained but the Security Deposit will be returned.
- ii) Notice received by KingsGate Church under one calendar month prior to the first date of the Venue Hire 100% of the Security Deposit will be retained but any Venue Hire charges will be returned.
- iii) Notice received by KingsGate Church before one calendar month of the first Venue Hire Date - a full refund of any charges and the Security Deposit will be refunded.

The Hirer should note the period by which notice of cancellation is due prior to the Function date, before the Hirer is becomes liable to pay 100% of the Charges. Any refund will remain at KingsGate Churches discretion.

4.2 No liability shall fall upon KingsGate Church in respect of any loss sustained or expenses incurred by the Hirer or any other person as a result the Hirer's cancellation or termination and the Hirer is advised to insure against such loss or expenses.

4.3 Any notices or requests for cancellation, postponement or amendment of the booking or details relating to the booking must be made in writing to the Authorised Person(s). Changes to the booking or details relating to it will only be permitted in exceptional circumstances and are strictly subject to KingsGate Churches agreement. Any changes sought in respect of a booking must be notified to the Authorised Person(s) by way or a written request from the Hirer clearly specifying the proposed change. KingsGate Church is under no obligation to accept any changes to the booking or the Contract / Venue Hire Agreement proposed by the Hirer.

4.4 Changes requested by the Hirer to a facility layout, equipment or Function Related Service requirements, date or time for a booking or any other change to the booking details held on KingsGate Churches system may incur a charge to cover administration costs at the discretion of KingsGate Church.

4.5 In cases of cancellation, termination or postponement KingsGate Church is entitled to try and remarket the Venue or seek alternative bookings as soon as possible without liability and without prejudice KingsGate Churches right to retain Deposits and be paid cancellation or termination Charges as per the table above.

4.6 Details of the Function arrangements should be finalised and recorded on either the booking form or the Contract / Venue Hire Agreement. The Hirer agrees to cooperate in agreeing the details. The Hirer acknowledges that changes instigated by the Hirer or Hirer's Agents or new requirements introduced after the Contract / Venue Hire Agreement has been signed, which are material or of a nature which changes the Contract / Venue Hire Agreement or concern a matter which contravene the Contract / Venue Hire Agreement requirements in a material respect (as reasonably determined by the Authorised Person(s), may give rise to a right of termination or cancellation of the booking and the Contract / Venue Hire Agreement, for KingsGate Church. If this situation occurs and KingsGate Church has to terminate or cancel then cancellation and termination charges as detailed in above may apply.

4.7 If the Hirer breaches the Contract / Venue Hire Agreement or any of its duties and obligations thereunder or suffers its Agents or guests to breach the Contract / Venue Hire Agreement rules or requirements in a material respect, causing KingsGate Church to have to cancel or terminate the Contract/ Venue Hire Agreement, the cancellation or termination charges shown above shall apply.

4.8 Cancellation or termination for KingsGate Church's own reasons

4.8.1 KingsGate Church will endeavour to hire available premises out to anyone wishing to use them and taking into account the principles under the Human Rights Act 1998 ("HRA"). However, the convention rights in the HRA are not absolute. They are subject to the interests of national security, public safety and the prevention of disorder or crime, the economic well-being of the country, the protection of health or morals and the protection of the rights and freedoms of others. KingsGate Church is entitled to refuse a booking or cancel an existing booking if it has justified fears that any of these considerations might apply. KingsGate Church also reserves the right (without necessarily stating reasons) to refuse to hire its premises for any purpose which it considers prejudicial or contrary to the best interests of the Church, its ethos, functions and policies.

4.8.2 KingsGate Church reserves the right to cancel or postpone any booking (or element of booking) at any time. Possible reasons for cancellation include (but are not limited to) KingsGate Church related activity, community related activity, venue issues, legal issues, Acts of God, suspected disorder or disharmony, events suspected of being of an objectionable, illegal, or undesirable nature and not in accordance with the purpose stated by the Hirer in the Booking Request Form or Contract / Venue Hire Agreement or that the Hirer is otherwise in breach of the Contract / Venue Hire Agreement. KingsGate Church may in such cases refuse to accept or may subsequently cancel the booking and the Contract / Venue Hire Agreement.

4.8.3 In cases where there is no breach of failure of the Hirer to comply with the Contract / Venue Hire Agreement requirements, no misrepresentation or wrongdoing on the part of the Hirer (causing KingsGate Church to terminate or cancel) the amount the Hirer has paid in respect of the booking will be returned to the Hirer, who shall have no other claim against KingsGate Church on account of such cancellation or termination.

4.8.4 The Hirer shall provide the Authorised Person(s) with all information regarding the Hirer's plans and arrangements intended for the Function and co-operate in answering any questions or requests of the Authorised Person(s)/the Church related to the Contract / Venue Hire Agreement. The Hirer shall submit a copy of the programme particulars, schedule and

other materials about the Function to the Authorised Person(s) prior to use or publication thereof, and shall take account and amend the same if requested by the Church/Authorised Person(s).

4.8.5 If the reasonable opinion of the Authorised Person(s) (whether viewed in advance or on the Venue Hire or Function Date), the Venue or premises are used or appear to be booked by the Hirer, its Agents, guests or attendees for any purpose other than the purpose stipulated in the Contract / Venue Hire Agreement, the Authorised Person(s) acting on behalf of KingsGate Church may order the discontinuance of such use or terminate the booking and the Contract / Venue Hire Agreement. In such case the whole of the Charges and Security Deposit (if applicable) paid by the Hirer may be forfeited as reasonably determined by KingsGate Churches Authorised Person(s).

5. Times for Hire and Access Restrictions

5.1 Each particular Venue or area of the Church available for Hire may have its own authorised access time or hire periods, opening hours or set times as determined and set by KingsGate Church. This will obviously affect the selection of Venue and Hirers are advised to check this prior to booking. The times for Period of Hire (and any restrictions for use of specific Venue areas) must be adhered to at all times and will be enforced by KingsGate Churches Management or Authorised Person(s). The Hirer will be granted access to the Venue at and only at the times and for the Period of Hire specified in the Contract / Venue Hire Agreement. The Period of Hire times will be shown in the Contract / Venue Hire Agreement and signed by the Parties. Any subsequent late changes/requests made to the Authorised Person(s) for altered access times or other arrangements are strictly subject to approval and acceptance by the Authorised Person(s) in writing and may be subject to further Charges.

5.2 Any Function continuing beyond the permitted licensed time or the Period of Hire will be in breach of the terms of the Contract / Venue Hire Agreement, and will be curtailed/terminated by KingsGate Church's Management. The Hirer, Agents and all guests attending the Function must vacate and be clear of the Venue by the end of the Period of Hire. The Hirer will be charged up until the time that the occupants (including Caterers and Musicians and other Agents) vacate the Venue and the Churches premises.

5.3 Every item brought into the Venue by the Hirer or Agents must arrive and leave within the Period of Hire. All items brought to the Venue are brought in or left at the risk of the Hirer or the owner and the Hirer. The Hirer must ensure that the time booked, allows time not only for the Function period but for any time required for equipment delivery, setting-up/dismantling, decorating, table-laying, rehearsals or any other time Agents or Hirer requires to be on the Church's premises. These times must be stated on the relevant forms that are part of the Contract / Venue Hire Agreement and access will only be granted at the times paid or agreed for and no earlier or later. Should additional time be required, it must be booked in advance of the Function Date via request to the Authorised Person(s).

5.4 Deliveries or collection outside of the Period of Hire of any equipment or items for the Function must be arranged with the Church's Authorised Person(s). These items must be lifted in and out by contractors, not KingsGate Church staff. The times for delivery and collections (as applicable) must be specifically agreed with the Authorised Person(s). The Hirer accepts that these applications may be rejected or subject to additional Charges as will be notified by the Authorised Person(s).

5.5 Storage of any items on the Church's premises, either prior to the Venue Hire or Function, the Hire Period or afterwards is not permitted unless arranged with the Authorised Person(s) and/or paid for in advance.

5.6 Access to kitchen, sound desk, cleaners' rooms or storage areas (where applicable) is to be agreed with the Church. If access to other areas of the Churches premises is required and these areas are not included in the Hire Charge, then at least two weeks' notice will be required and an additional payment will be required. All such arrangements must be notified to and agreed with the Authorised Person(s), who will confirm additional payments applicable, in advance.

5.7 All glassware, crockery, utensils, equipment, furniture, or other items brought or sent to the Venue by the Hirer or Agents must be of good quality and fit for purpose and use. The Hirer and its Agents are responsible for ensuring this is the case. Deliveries shall only be allowed into the Venue at such times as are pre-agreed by the Authorised Person(s), and all such items must be collected or removed prior to the end of the Hire Period. The Security Deposit will be retained if this is not adhered to.

6. Safety of Children

6.1 It is the responsibility of the parent/guardian of any child brought into the Venue or onto the Churches premises to ensure that they are correctly supervised at all times. Any child found vandalising or damaging the Church's premises will be asked to leave with the attendant parent/adult.

6.2 For any entertainment or Function at which children may be present, the Hirer shall provide a sufficient number of stewards in the vicinity to control and facilitate children's behaviour and conduct as required.

The Hirer must ensure that it has or has booked sufficient stewards or supervisors (when booking the Function) to look after children. The Hirer must provide sufficient number of stewards/supervisors to control and facilitate the entrance and egress of the attendees.

6.3 The Hirer shall comply in all legal requirements and regulations on safeguarding, vetting and checking of persons working or booked to work with children where the Hirer makes arrangements for entertainers, service providers, supervisors, stewards or other Agents to attend and work where children are present.

7. Catering and other Function Related Services

7.1 The Hirer shall contact the Authorised Person(s) to enquire and discuss options for Function Related Services and plan the arrangements for the Function Related Services as early in advance of the Function as possible.

7.2 Only people in possession of a Food Safety and Hygiene certificate, will be permitted to prepare food on the premises. The Hirer shall ensure the Authorised Person(s) is provided with details of the Hirer's arrangements made with all suppliers and relevant Agents and that the Authorised Person(s) has reasonable opportunity to consider, comment and approve the same in the period following signature of Contract / Venue Hire Agreement and prior to the Function Date. All arrangements for services in the Venue, access, delivery, lay out, equipment, products or other items to be brought into the Venue by Agents must be discussed with the Authorised Person(s) and approved by the Church.

7.3 The Hirer shall ensure the Authorised Person(s) is provided with details of the Hirer's arrangements made with all suppliers and relevant Agents and that the Authorised Person(s) has reasonable opportunity to consider, comment and approve the same in the period following signature of Contract / Venue Hire Agreement and prior to the Function Date. All arrangements for services in the Venue, access, delivery, lay out, equipment, products or other items to be brought into the Venue by Agents must be discussed with the Authorised Person(s) and approved by the Church.

7.4 The Hirer and the proposed supplier must co-operate with the Church's Authorised Person(s) and submit information and details requested by the Church regarding the status and qualifications of the supplier and their services. Details and information on the proposed supplier and services must be provided to allow sufficient time for assessment and approval prior to the Function Date.

7.5 In the event that arrangements regarding the relevant service are not agreed and approved by the Authorised Person(s) prior to the Function Date, the Church is entitled to treat the Hirer's failure to make or complete satisfactory arrangements for the relevant service as a breach of the Contract / Venue Hire Agreement meriting termination and termination charges as detailed above. In these circumstances, the Church may treat the Hirer's booking as at an end and will be free to seek alternative bookings for the Venue.

7.6 The Contract / Venue Hire Agreement is prepared by the Authorised Person in co-operation with the Hirer prior to the Venue Hire or Function Date. The Hirer should ensure that the details are correct and reflect the agreed arrangements for catering and other Function Related Services. Any additional requirements of the Hirer and additional Charges associated therewith should be agreed in the Contract / Venue Hire Agreement.

8. Security, Stewards and Other Function Staff

8.1 Depending on the nature of the Function there may be a need for stewards or additional security officers in order to maintain safety and security to the satisfaction of the Church.

8.2 The requirements for security staff, e.g. numbers, work times and cost will be determined by the Authorised Person, on the basis of information provided by the Hirer. The details will be notified to the Hirer and will be included in the Hire charges, if applicable. If the estimated number of attendees increases or the Hirer needs more stewards or security staff, then the Hirer must let the Authorised Person know in time to arrange for additional resource, and the related additional cost will be payable by the Hirer.

8.3 With regard to agreed attendance numbers for the Function, the Hirer must ensure the numbers do not exceed agreed Function attendance numbers as contained in the Contract / Venue Hire Agreement. The Hirer must contact the Authorised Person(s) to obtain details for number restrictions regarding particular Venue areas.

The Church reserves the absolute right to direct that the Hirer reduce the number of attendees in order to maintain compliance with the Churches Premises requirements.

8.4 The Hirer shall ensure that its guests, Personnel and Agents are briefed regarding the security requirements, emergency, fire exit and evacuation procedures of the Church.

8.5 If the Hirer proposes to have any additional security staff or stewards directly engaged by the Hirer, this proposal must be notified to the Authorised Person(s) with full details and is strictly subject to the approval of the Authorised Person(s) and the Church.

9. Premises Licence

KingsGate Church is not authorised to carry out certain licensable activities (e.g. provide entertainment and sell alcohol). The Hirer must strictly adhere to the restrictions in its use and Hire of the Venue and the activities undertaken at or in relation to the Function. The Hirer may obtain details from the Churches Authorised Person(s).

10. Contract / Venue Hire Agreement Restrictions on Use of premises

10.1 The Hirer shall be responsible for ensuring that smoking does not take place in the Venue.

10.2 Neither the Venue nor any part of the Church may be used for or by any political group or party without the prior agreement of KingsGate Church, nor for any gambling, lottery, bingo or similar activity without prior authorisation of KingsGate Church; or for activities initiating, promoting or inflaming racist, sexist or violent tendencies amongst users or the general public, or for any Function or activity tending or likely to lessen or detract from the good name and reputation of KingsGate Church. Themed Events and associated arrangements are strictly subject to the approval of the Authorised Person(s) and details of the same must be provided at time of booking.

10.3 The Hirer must ensure that persons do not trespass in parts of the premises not hired out by the Hirer.

11. Sale of Alcohol

Neither the Hirer, its Agents nor anyone attending the Hirer's Function can sell alcohol on the premises at any time. KingsGate Church does not permit the sale of any alcohol in relation to the Function. Hirers wishing to bring in their own alcohol will be required to obtain prior agreement from the Authorised Person(s). In all such cases the arrangements must be approved by the Authorised Person(s) in advance.

12. Behaviour, Conduct requirement

12.1 The Hirer is responsible for maintaining good order in relation to all persons present at the Function and all Agents of the Hirer at any time. KingsGate Church reserves the right to exclude persons (including children) who, in the reasonable opinion of the Authorised Person(s), behave in an unacceptable or anti-social manner, and may direct the Hirer to remove such persons.

12.2 Where or if the Hirer does not follow directions or requests issued under clause 13.1 to the satisfaction of the Authorised Person(s), the Authorised Person(s) acting on behalf of KingsGate Church reserves the right to cancel or terminate the Venue Hire or Function and the booking (and cancellation /termination charges will apply in such cases) and retain the Security Deposit.

13. Use of Fire, flames and candles etc.

13.1 No candles, tea lights or naked flames may be used by the Hirer or any persons in the Venue or the Church unless special arrangements are requested by the Hirer and specifically agreed in advance by the Authorised Person(s). All such arrangements will be subject to KingsGate Church's approval and confirmation in writing. (Imitation battery powered versions are acceptable subject to the consent of the Authorised Person(s)). No fireworks, including indoor fireworks, pyrotechnics or smoke machines may be used.

13.2 The Venue shall not be used for purposes which will involve, in the opinion of the Authorised Person(s), or the Fire Officer an increased risk of fire.

13.3 The Hirer shall pay any additional premium required in respect of any additional insurance to be taken by KingsGate Church in relation to special requirements as mentioned in this section or other special requirements regarding the Hirer's Function.

14. Damage, Decoration and Advertising

14.1 The Hirer agrees not to produce any advertisement of the Function until the Contract / Venue Hire Agreement is signed by both parties. The Hirer agrees not to produce any advertising whatsoever which could be conceived or reasonably interpreted as to place KingsGate Church in disrepute. To this end, the Hirer must send all promotional material relating to the Function to the Authorised Person(s) for approval before it is published.

14.2 No notices may be affixed at the Venue (or in the neighbourhood) without the prior consent of the Authorised Person(s). Any notices fixed to walls or any other area of the Venue causing damage will be charged to the Hirer. The Hirer shall not cause or permit any nails, tacks, screws or other fixing into walls, ceilings or floors or into furniture or fittings to be used at or in the Venue or in relation to any decorations there at. All proposals for decoration, signs or other materials or items to be erected installed or affixed in the Venue are strictly subject to prior agreement and approval of the Authorised Person(s). All items used in decoration or otherwise utilised or brought into the Venue must be removed from the Venue at the end of the Function and before the Period of Hire expires.

14.3 No notice, sign, flag, bunting, banner, decoration, drapery, or other item shall be affixed to any part of the Venue or Church building, or to the furniture or fittings therein by adhesive tape or adhesive substances, any form of decorations, flags or emblems may not be displayed without prior permission of the Authorised Person(s).

14.4 The Hirer shall not place any fly-posters or display or affix any form of advertising or marketing literature in the streets or on any structure in the vicinity of the Venue. The Hirer acknowledges that such an action may render the Hirer liable to prosecution. KingsGate Church may prohibit any posters or handbills which it considers undesirable or objectionable.

14.5 KingsGate Church reserves the right to remove any poster, emblem or decoration visible outside (or inside) the Venue which is deemed unseemly or unsightly in the Church's sole opinion.

14.6 The Hirer undertakes the sole responsibility to ensure that appropriate measures have been taken to ensure that all fabric used in dressing the Venue by the Hirer and or Hirer's Agents or others acting for or on behalf of the Hirer has been pre-treated and is flame retardant.

14.7 Hirers must provide full information regarding their required Function arrangements and layout to the satisfaction of the Church. Failure to do so may result in the Venue not being prepared in time for the Function in the event of which the Church will accept no liability in respect of any losses to or claims by the Hirer or anyone else. The Hirer shall be responsible for providing any personalised table, exhibition and floor plans and all other audio-visual requirements, and room layouts must be provided to the Authorised Person(s) a minimum of two weeks prior to the Period of Hire.

15. Legal Compliance with Statutes and Regulations

15.1 The Hirer shall strictly observe the requirements and regulations of the applicable licensing authority (and the Church) as to the holding of exhibitions and public entertainment, supply or consumption of alcohol, licensed activities and events and the number of persons to be admitted to the Venue, number and location of uniformed attendants, arrangements for seating, widths and gangways between chairs, stands and tables, the requirement to keep free of obstruction any emergency exits, routes and stairways and for emergency exit signs to be clearly visible (and any other like requirements). The Hirer shall comply all applicable requirements in legislation and regulations governing the Function and/or use of the Venue and the Hirer's activities. In particular, any legislation with regard to Health and Safety whilst at the Venue.

15.2 The Hirer acknowledges that the Church has a duty under Section 26 of the Counter Terrorism and Security Act 2015 in the exercise of its functions to have "due regard to the need to prevent people from being drawn into terrorism" (the "Prevent Duty"). The Hirer shall ensure that it uses the Venue in such a way as to assist the Church to satisfy the Prevent Duty

16. Insurance

16.1 The Hirer must insure against the risk of death or injury caused to any person and against the risk of damage to any property (including but not limited to the Venue and the Church's property) caused directly or indirectly by the Hirer, Hire's Agents (or by any other person entering or present at the Venue or on the Church's premises as a result or in connection with the Hirer's booking, Venue Hire or Function). The Hirer acknowledges that the Church's public liability insurance cannot be transferred to the Hirer.

16.2 As a minimum requirement the Hirer shall take out and maintain separate insurance cover as follows:

- (a) Employers Liability insurance for not less than £5 million for any one occurrence (or as required by law if the legal minimum is greater)
- (b) Public Liability for an indemnity limit of not less than £5 million in respect of any one act or occurrence or series of acts or occurrences in any one year; and the Hirer shall provide evidence of such insurance to the Authorised Person(s) and the Church's insurance officer.

17. Damage and Loss

17.1 The Hirer shall ensure that due care and attention is paid to protecting the Venue and its contents during its use in relation to the Venue Hire or Function and during any preparation and dismantling activities thereafter.

Any loss, damage, injury or expense, including any consequential loss or damage incurred during the course of a Hire shall be the full responsibility of the Hirer. The Hirer shall fully indemnify the Church and its officers and servants from against all actions, expenses, claims, losses, damages, penalties and demands (including reasonable legal costs and expenses) arising out of or in any way connected with the Hire or use of the Venue by the Hirer, the presence of its Agents or guests and any accident, injury or loss which may happen to or be sustained by anyone by reason of the presence of such persons on the Church premises, or by reason of the Hirer's Function and activities.

17.2 The Hirer or Hirer's Representative shall inform the Authorised Person(s) immediately of any injury, dangerous occurrence or circumstance that affects public safety or puts at risk the safety or persons attending the Function. The Hirer shall ensure that its Agents and attendees/guests for the Function are aware that they must do the same.

17.3 KingsGate Church will not be liable for any loss or damage due to circumstances beyond the Church's control, including but not limited to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or action, riot, war or act of God; which may cause the Venue or the Function to be closed temporarily or the Hire of the Venue to be interrupted, cancelled or terminated.

17.4 The Hirer shall pay to the Church the cost of reinstating or replacing any part of the Venue or property whatsoever belonging to KingsGate Church in or upon the Venue or Church premises which has been damaged, destroyed, stolen or removed during the Period of Hire or which has occurred in relation to the Venue Hire or Function. The Hirer expressly agrees

that the Church can use the Security Deposit in payment the cost or as a contribution to the cost of reinstating, replacing or otherwise rectifying such loss or damage. Any excess sum incurred shall be owed by the Hirer as a debt due to the Church.

18. Electrical Appliances

18.1 The Hirer must notify the Authorised Person(s) of any electrical appliances or items intended to be brought into the Venue or to be connected to the electricity supply, and full details must be provided a minimum of two weeks prior to the Function Date. Where an Agent is contracted to provide audio-visual services, full details should be provided a minimum of two weeks prior to the Function Date.

18.2 All electrical equipment brought onto the Venue must be Portable Applicant Tested (PAT tested) by a properly authorised, competent person to the satisfaction of the Authorised Person. All installations of electrical equipment and appliances should be carried out and made safe by a competent person. All equipment and related items must be fit for purpose and of good and proper quality, compliant with all legal requirements.

18.3 Use of electricity supply will be discontinued where unsafe equipment or practices are not immediately and satisfactorily remedied. The Authorised Person and / or the Facilities Manager shall be entitled to act on behalf of the Church with regard to determining whether a Venue Hire or Function may proceed or continue where the requirements mentioned in this section are not complied with.

19. Emergencies

In the event of a fire, or other emergency situation, the Hirer, Agents and all persons attending the Venue Hire or Function must comply with all instructions given by the Authorised Person, Facilities Manager or Fire Warden authorised by the Church. If directed, they must evacuate the Venue and go to the designated meeting point so all persons who are in the building can be accounted for.

In case of evacuation, leave the building by the nearest exit. Close all doors behind you when evacuating and report to the assembly point on the car park behind the Green Coat House, accessible off Fife road. Do not take risks when evacuating the building. Do not return to the building for any reason until authorised to do so by the Authorised Person(s).

20. No assignment and no sub-letting by Hirer

20.1 The Hire and the booking of the Venue are personal to the Hirer and the Hirer must not assign its rights or obligations in relation to the booking of the Venue or the Contract / Venue Hire Agreement to any Agent or to any third party whatsoever. The Hirer shall not sub-let, or attempt to sub-let the Venue or part thereof. In the event of a breach of this condition the Hirer shall forfeit use of the Venue and Security Deposit and any sum paid by the Hirer and KingsGate Church may direct that the booking, Venue Hire or Function is immediately cancelled or terminated.

20.2 Nothing in the Booking Form or the Contract / Venue Hire Agreement is intended to confer any benefit on any person who is not a Party to it, under the Contracts / Venue Hire Agreements (Rights of Third Parties) Act 1999.

20.3 If any provision or part of the Booking Form or the Contract / Venue Hire Agreement is found by any court or body of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or unreasonable, then it shall be deemed severable and the remaining provisions of the Contract / Venue Hire Agreement shall continue in full force and effect.

20.4 The Hirer shall comply (and procure compliance by its Agents) with all legal and statutory requirements applicable to the Hire of the Venue and Hirer's activities and shall indemnify the Church against all actions, claims, demands, proceedings, damages, costs and expenses whatsoever in respect of any breach by the Hirer (or its Agents) of such legal and statutory requirements.

20.5 These terms and conditions, the Booking Form and the Contract / Venue Hire Agreement (and all related matters whether contractual or non-contractual) shall be governed by and construed in accordance with English Law and the English Courts shall have non-exclusive jurisdiction over all matters or disputes arising hereunder.

21. Complaints

Any complaints in relation to the Hire of the Venue by the Hirer must be made in writing to the Authorised Person(s) within five Working Days of the matter complained of. If the matter is not resolved, the complaint will be considered in accordance with the Church's Complaints Procedure.

22. Filming, Photography & Broadcasting rights

22.1 KingsGate Church reserves the sole right to arrange the broadcasting or televising of any public function on the Church's premises and to retain payment arising therefrom. No material shall be broadcast or televised by the Hirer, Hirer's Agents or any attendee at the Venue without the prior written consent of the Authorised Person(s) in writing; Such consent if given is at the sole discretion of the Church and may be subject to such terms and conditions as the Church and the Authorised Person(s) determines in the relevant circumstances.

22.2 Filming, video recording and photography which is undertaken for a commercial purpose or which is other than filming/photography for private use, shall be subject to the issue and terms and permission which must be requested from KingsGate Church. The permission of the Authorising Person(s) must be obtained at the point of booking before photographs or video recordings are permitted to be made or taken of the Venue.

23. Noise/Nuisance

23.1 It is the responsibility of the Hirer to ensure that those using the Venue and surrounding areas keep the noise in relation to the Function within an acceptable noise level (which can be determined by the Church's Authorised Person(s)). The Hirer shall ensure that the Function remains within acceptable noise levels at all times. Music must be kept within a reasonable level, the level which is acceptable will be determined by the Church's Authorised Person(s). The Hirer will be required to turn down or switch off any music that is deemed too loud or a nuisance. The Church reserves the right to cancel or terminate a Venue Hire or Function where it determines that unacceptable noise levels are being caused and have not been abated. The Authorised Person(s) may act on behalf of the Church in the exercise of these rights. KingsGate Church accepts no responsibility or liability for the cancellation, termination or closure of a Venue Hire or Function due to unacceptable noise levels or nuisance.

23.2 When attending or leaving the Venue and the Church premises, all persons are required to leave in a quiet orderly manner, especially if the Function takes place late at night or in the early hours of the morning.

23.3 The performance of live or recorded music at any Function must cease at the agreed time on the booking form or Contract / Venue Hire Agreement. The Security Deposit will be forfeited if this is not adhered to.

24. Temporary External or Internal Structures and use of Inflatables

24.1 Use of any temporary external or internal structures e.g. marquees, exhibition boards or other temporary structure, shall be subject to the approval of the Church and must be agreed in advance with the Authorised Person(s). The Hirer acknowledges that certain structures may be subject to an inspection by a Building Control Officer, Authorised Person(s) and/or Facilities Manager.

24.2 Use of inflatable structures, equipment or objects, such as bouncy castles, inside the Venue is prohibited.

25. Performances

The Hirer shall indemnify KingsGate Church from and against any claim for duty, tax, royalty or copyright fee payable in respect of any entertainment given during the Period of Hire and of an infringement of copyright which may occur.

Showing videos and DVD films for public performances requires permission from the owner. It is the Hirers responsibility to ensure this permission has been obtained. The Hirer has a responsibility to observe the rights of the Performing Rights Society Ltd (PRS) and the Phonographic Performance Limited (PPL). The Council has taken out a licence with the Performing Rights Society Limited and PPL to cover the performance of all musical works in the repertoire of the Societies. The Hirer must comply with the conditions of the PRS and PPL Licences with these Societies in relation to entertainment and other activities at the Function.

26. Cleaning and Security at end of Function

26.1 The Hirer is responsible for leaving the Venue and the Churches premises in a clean and tidy state. Any items brought into the Venue, in conjunction with food and drink, must be cleared away from all areas used by the Hirer. All forms of decoration (including floral and table arrangements) brought into the Venue by Hirer, Agents and attendees, must be removed from the Venue and Church premises at the end of the Venue Hire or Function. Failure to leave the Venue in a clean and fit condition as determined by the Authorised Person(s) will result in an additional cleaning Charge being raised and deducted from the Security Deposit or a claim for the additional cleaning Charge to be paid by the Hirer.

26.2 All waste as generated from or in relation to the Venue Hire, Function or activities there at must be securely bagged and placed in the location specified by the Authorised Person(s). The Church will provide waste sacks and bags for waste disposal.

26.3 The Hirer must ensure that at the end of the Period of Hire, the Venue is left in its original condition, including the requirement that all doors and windows of the Venue shall be secure. The Security Deposit will be retained if the Hirer, Hirer's Agents or other personnel attending the Venue Hire or Function fail to adhere to these requirements.

27. KingsGate Churches Right of Entry Reserved

27.1 The Authorised Person(s) and any other Church representative shall have the right of entry at all times to the Venue and the Function.

27.2 The Hirer shall maintain good order during the Hire and shall provide such stewards and other supervisors as may be necessary to ensure good order and proper use of the Venue and proper conduct of activities at and in relation to the Venue Hire or Function, and compliance with the rules and requirements for use of the Venue applicable to the Hirer under the Contract / Venue Hire Agreement. On instruction from the Authorised Person(s) the Hirer shall secure the removal of any specified person from the Venue and the Function, who in the reasonable opinion of the Authorised Person(s) misconducts himself/herself, misuses Church premises or facilities or acts in a way which breaches or is likely to lead to a breach of the rules or requirements under the Contract / Venue Hire Agreement. The Church may engage stewards as may be considered necessary to keep order at the Venue and the Hirer will be required to cover the expenses incurred in this regard.

28 Exhibitions, Bazaars, Craft Fairs etc.

28.1 All Hires for exhibitions, bazaars, craft fairs, sales of work or similar events will be subject to specific or more detailed conditions, restrictions and requirements which may be imposed by KingsGate Church or by the Church's Insurance Company, having regard to any extra risks involved.

28.2 In the case of an exhibition, bazaar, sales of work or similar event, booking requests must be made at least eight weeks before the date of the engagement/Function and be accompanied by a plan of the proposed arrangement of stalls, stands, gangways, together with details of the proposed method of construction of such stalls, stands, and the like. All arrangements must be agreed with the Authorised Person(s) and should be recorded in the Contract / Venue Hire Agreement which the Hirer should check prior to signing.

29 Drugs/ offensive weapons and dangerous substances or products -

29.1 The Hirer shall be responsible for enforcing the following rules and requirements regarding substances, products weapons and other items which are not allowed on KingsGate Churches premises:

- Illegal substances, knives, guns and any other weapons must not be brought into the Venue or the Church; - Anything inflammable or explosive, indoor fireworks, chemicals, articles producing an offensive smell, steam or gas fired engines or similar products is prohibited; and use of pyrotechnics is prohibited;
- No wax or powder material is to be placed on the floor of the hireable spaces;
- Possession or use of any material, product or instrument that could or would be used as a potential weapon is forbidden on any Church premises.

- The use of gas on the premises is strictly prohibited for reasons of safety. The Hirer must ensure that no such gas units are used at the Venue or on any part of the Churches premises.

29.2 Except with the prior written permission of the Authorised Person(s), the Hirer shall not permit any animal, fish or bird into the Venue, provided that this condition shall not apply to a guide dog accompanying a visually impaired person or hearing-impaired person.

29.3 Failure to comply with the above clause restrictions and requirements may result in:

- (a) Cancellation or termination of the Venue Hire or Function; and/or
- (b) Retention of any Security Deposit paid by the Hirer to the Church, as well as the Charges.

30. Parking

30.1 The Hirer shall ensure that no cars and motor vehicles are parked in such a way as to obstruct the entrance or exit ways to and from the Church.

30.2 KingsGate Church accepts no responsibility in respect of any car or motor vehicle parked at or around the Churches premises or for any loss or damage to any car/vehicle or its contents. Parking restrictions are enforced in the area. The Church accepts no responsibility in respect of the parking of any car or vehicle or any parking fee or fine incurred through parking contrary to restrictions in force at the relevant time. The Hirer, Hirer's Agents and guests are deemed to be aware of all parking rules and restrictions and no claim or complaint may be made regarding these or any misunderstanding with regard to them.

30.3 It is the Hirer's responsibility to ensure that the Hirer, the Hirer's Agents and guests are aware of these parking restrictions and the Hirer shall inform them that any vehicle parked illegally will be given a parking penalty and/or towed away by the traffic authorities.

30.4 The Hirer must agree in advance with the Authorised Person(s) any loading arrangements for the deliveries and collections of equipment and supplies for or in connection with the Venue Hire or Function, preparation and collection and taking away of items afterwards. The Hirer and Agents using the loading facilities and other vehicular access routes shall respect the sensitivities of local residents and members of the public and, for example, shall not create excessive noise and shall abstain from playing music loudly from their vehicles when parked in/on the facilities.

31. Additional Catering Requirements

31.1 If the Hirer wishes to make its own catering arrangements, the Hirer must obtain prior agreement from the Churches Authorised Person(s) in accordance with the procedure detailed in section 7 above. If any food or drinks are brought into the Venue or Church without prior agreement of the Authorised Person(s), then the Church reserves the right to curtail or terminate the Function immediately.

31.2 Any external caterers using the Church's premises must be fully registered and qualified for work as a caterer with or for a local authority and must comply with the Food Safety Act. Any caterer who breaches or fails to comply any regulations will be either asked to leave and/or reported to the relevant Regulatory Authorities. KingsGate Church also reserves the right to call in, at any time, the relevant Regulatory Authority to assist in dealing with any issue that may arise in connection with any breach of rules and regulations as laid down by law.

31.3 KingsGate Church reserves for itself and/or its nominees the right of sale of all refreshments. No food or drink may be sold at the Venue or in the Church without prior agreement from the Authorised Person(s) and a Charge may be levied against the sale. If the Authorised Person(s) deems this to be the case on the day of the event, the event will be curtailed/terminated.

31.4 Caterers using the premises must ensure that any area they have used must be left in the same condition as handed over to them. Caterers are expected to wipe clean all surfaces used, sweep and mop floors, and dispose any rubbish. The Hirer agrees that the Hirer is fully responsible for its own caterers, suppliers and Agents.

32. Amendments to Church's Terms and Conditions of Hire

32.1 These terms and conditions may be revised, amended or changed by KingsGate Church from time to time without prior notification. However, in the case of which affect Contracts / Venue Hire Agreements which have already been made and signed by the Church section 33.2 below shall apply.

32.2 In a case where KingsGate Church wants to amend the Contract / Venue Hire Agreement the Church will provide the Hire with 28 days' notice of the change. The Hirer may object to the change by serving written notice on KingsGate Church within 10 days of the Churches notice of the change, otherwise the change shall be deemed accepted by the Hirer. Where the Hirer has served a notice of objection KingsGate Church and the Hirer shall endeavour to agree on the change in the context of the particular Contract / Venue Hire Agreement.

33. Data Protection

33.1 The Hirer and KingsGate Church acknowledge that for the purposes of the Data Protection Legislation, the Church is the data controller.

33.2 KingsGate Church will comply with the Data Protection Legislation and shall process Personal Data in connections with this Contract / Venue Hire Agreement in accordance with Legislation. The Church shall:

- a) Keep the Personal Data confidential;
- b) Comply with the Church's Data Protection Policy;
- c) Comply with the Hirer's reasonable instructions with respect to processing Personal Data;
- d) Not transfer any Personal Data outside of the United Kingdom without the Hirer's prior written consent;
- e) Notify the Hirer without undue delay on becoming aware of a Personal Data breach or communication which relates to KingsGate Churches compliance with the Data Protection Legislation;
- f) At the written request of the Hirer, delete or return Personal Data and any copies thereof to the Church on termination or expiry of the Contract / Venue Hire Agreement unless required by the Data Protection Legislation to store the Personal Data; and
- g) Maintain complete and accurate records and information to demonstrate compliance with this Schedule.

33.3 KingsGate Church shall ensure that it has in place appropriate technical or organisational measures, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.

33.4 The provisions of this Schedule shall apply for the duration of this Contract / Venue Hire Agreement.

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