

Coach House

Terms and Conditions of Hire



These terms will form part of a legally binding document and you should read it carefully before making a booking to hire The Coach House. If we accept your booking you will be bound by these Terms and Conditions. Please make sure that they contain everything you want and nothing you are not prepared to agree to. If you have any questions about the contents of these Terms and Conditions, our list of Costs or any other matter, please contact the management team before making your application.

1.0 DEFINITIONS:

In these Terms and Conditions the following words and phrases mean the following things:

Coach House means The Coach House function room at The King's Arms, King Street, Tring, HP23 6BE;

Confirmed Booking means a booking of The Coach House that has been confirmed by the management team at the King's Arms in writing;

Deposit means the non- refundable deposit payable (if any) to hold a booking;

Event means the purpose for which The Coach House is hired;

Hire Charges means all sums payable by you for the hire of The Coach House under these Terms and Conditions, as set out in our current list of Costs;

Hire Contract means the contract for the hire of The Coach House as governed by these Terms and Conditions and our current list of Costs;

Hire Period means the period of hire of The Coach House booked by you;

Management Team refers to the owning partners, Bar Manager and Head Chef.

You / the Hirer means the person who signs the Booking Form or the firm, company or organisation on whose behalf the Booking Form is signed;

King's Arms means The King's Arms, King Street, Tring, HP23 6BE;

Us / We / Our means the owners of the King's Arms or its Management Team depending on context;

2.0 APPLICATIONS:

2.1 If you wish to hire The Coach House you should initially contact us in regard to available dates. When you have chosen your preferred date(s), you should then complete the Booking Form - and return it to The King's Arms. You should aim to return your Booking Form at least 1 month before the date on which you wish to hire The Coach House.

2.2 Your Booking Form must state the precise nature of the Event for which you wish to hire the Coach House.

2.3 The Coach House is not deemed to be hired until you have received confirmation in writing from the management team, and you have paid the requested non-refundable deposit if requested.

2.4 Applications for bookings will not be considered from persons under 21 years of age.

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2.5 We reserve the right to refuse any application to hire The Coach House without giving a reason, or to accept any booking subject to any additional terms and conditions we consider necessary.

2.6 We reserve the right to refuse entry if any party member is on 'PUBWATCH' list - we would require notice of this prior to the event, otherwise we have the right to refuse entry.

3.0 HIRE CHARGES:

3.1 We charge for hiring The Coach House in accordance with our costs listed on the Hire Information sheet.

3.2 Before you submit a Booking Form, you should request confirmation from the management team of (1) the Hire Charges payable for your proposed booking and how long those Hire Charges remain valid; (2) the method of payment that you should use; and (3) whether any Deposit is required with your Booking Form.

3.3 If your booking is accepted, any Deposit that you pay on acceptance of your Booking will be deducted from the total Hire Charges you pay for the booking. If your booking is not accepted, any Deposit you pay with the Booking Form will be returned to you.

3.4 We reserve the right to review and/or increase Hire Charges for Confirmed Bookings at any time up to six months before the Hire Period begins. We will send you notice in writing if we need to do this. If we do this you may cancel your booking with immediate effect and with no charge by giving us notice in writing. If you cancel your booking in this way, we will refund any Deposit or Hire Charges you have paid.

4.0 PAYMENT:

4.1 The Deposit is payable 1 month prior to your confirmation of Booking.

4.2 The balance of the booking must be paid prior to the booking or on the day of the booking.

4.3 If at your request we make any booking on your behalf (e.g. for equipment etc.) you must pay all the charges due in respect of that booking.

5.0 CANCELLATION:

5.1 Cancellation by You

5.1.1 You may cancel your booking at any time by giving us written notice of cancellation.

5.1.2 If you cancel your booking after the management team confirms acceptance of your booking, but with more than 30 days to go before the booking date you will not have to pay us anything. Any Deposit or Hire Charges you have already paid will be refunded to you within 30 days of us receiving your notice of cancellation.

5.1.3 If you cancel your booking within 30 days of the booking date (except where we are in breach of our obligations to you, or where otherwise stated in these Terms and Conditions) we will be entitled to retain a fair proportion of your Deposit and/or Hire Charges. The sum retained will be sufficient to cover

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the costs we suffer because of the cancellation.

5.2 Cancellation by Us

5.2.1 We may cancel your booking in circumstances where:

(a) you commit a material breach of these Terms and Conditions, or you commit a non-material breach and fail to remedy it within the time given in a notice from us specifying the breach and requiring its remedy;

(b) we reasonably believe that you have mis-stated the nature of the Event on the Booking Form, or we reasonably consider that the Event is unseemly, undesirable or carries an unacceptable risk of injury to participants;

(c) a Force Majeure Event occurs (a Force Majeure Event means where The Coach House becomes unavailable for a reason outside our control, for example: calamity; civil war; terrorism; fire; flood; earthquake; strikes or lockouts; withdrawal of consents or licences; breakdown of machinery; failure of supply of electricity; government restriction; necessary and unavoidable repairs or health or safety concerns);

5.2.2 If we need to cancel your booking for any of these reasons, we will explain the reasons to you and give you as much notice as is reasonably possible in the circumstances.

5.2.3 If we cancel your booking:

(a) for either of the reasons set out in clause 5.2.1(a) and (b) above, we will be entitled to retain a fair proportion of your Deposit and/or Hire Charges unless and until we find another Hirer for the Hire Period. The sum retained will be sufficient to cover the costs we suffer because of the cancellation.

(b) for the reasons set out in clause 5.2.1(c) above, we will refund any Deposit or Hire Charges you have paid (or in the case of partial cancellation, a fair proportion of them).

6.0 PERMITTED USE:

6.1 You must not use The Coach House for any purpose other than that stated on your Booking Form. We may inspect your use of The Coach House at any time.

6.2 You must not use The Coach House for the sale of goods by auction to the public without first obtaining the written consent of the management team, nor must you hold any lottery other than a lottery which is lawful by virtue of the Lotteries and Amusement Act 1976 and any other applicable legislation. You must not use The Coach House for the purposes of gaming without first obtaining the management team's consent and any necessary licence or permit.

7.0 PREMISES LICENCE:

7.1 You must comply with the terms of the Premises Licence held by the King's Arms, as notified to you by the management team.

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8.0 MAKING GOOD DAMAGE:

8.1 You must repay to us on demand the cost of reinstating all or any part of The Coach House, or any property in or upon The Coach House, which is damaged, destroyed, stolen or removed during the Hire Period or prior to the Hire Period if the damage is in relation to or caused by the hiring.

9.0 MARKETING AND PROMOTION:

9.1 You are reminded that the posting of posters on notice boards, shops and private dwellings is only permitted with the owner's permission. The posting of posters on unauthorised sites (traffic signs, lamp posts, empty properties, trees and bus shelters etc.) constitutes an offence under the Town and Country Planning (Control of Advertising) Regulations 1969. The management team may take proceedings if such an offence is committed and we reserve the right to cancel your booking should you commit such an offence.

10.0 REQUIREMENTS AND RESTRICTIONS:

10.1 Access

We at all times retain the exclusive right to determine the opening and closing times of and the restrictions on entry to The Coach House.

10.2 Conduct and Good Order

You must take every care to ensure that undesirable persons are not permitted to enter or make use of The Coach House, and you are responsible for good order and conduct during the booking.

10.3 Vacation of The Coach House

You must ensure that The Coach House is vacated by all persons at the end of the booking, and licenced closing time. Any additional time will be charged for and must first be agreed by the management team. All articles brought to The Coach House in connection with the booking must be moved within the time limit agreed.

10.4 Right of Entry

We reserve a right of entry to The Coach House for any of our staff.

10.5 Complaints

Any complaint about any of the arrangements made by us in connection with the Event should be directed in the first instance to the management team within 7 days of the cause of such complaint arising.

PLEASE NOTE THE FOLLOWING IMPORTANT PROVISIONS

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11.0 LIMITATION OF LIABILITY:

11.1 Neither party excludes or limits liability to the other party for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation nor where liability cannot be excluded or limited as a matter of law.

11.2 We are responsible for losses you suffer as a result of us breaching our obligations under the Hire Contract if the losses are a foreseeable consequence of us breaching those obligations. Losses are foreseeable where they could be contemplated by both you and us at the time the Hire Contract was entered into. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us, for example loss of profits, loss of use, loss of goodwill, loss of opportunity or any business loss.

11.3 It is your responsibility to ensure that The Coach House is suitable for the booking. If you wish to check the suitability of The Coach House prior to applying you should contact the Management Team to make arrangements to view The Coach House.

12.0 HEALTH AND SAFETY:

12.1 You and all persons authorised by you to be in The Coach House, or who are there in connection with the booking, must follow the following safety rules at all times:

12.2 Do not place any obstructions in passages or obstruct access to all places of work in any way.

12.3 Advise a member of staff of any spillages on floors immediately.

12.4 Do not allow the cables of machinery, electrical appliances and telephones etc. to trail on floors where they are likely to cause a tripping hazard.

12.5 Do not obstruct fire exits or access to fire fighting equipment. Do not wedge open fire check doors.

12.6 If you have to climb, use suitable ladders. If this is impractical, a person must foot the ladder at the base. Do not use chairs, boxes etc.

12.7 Report any dangerous conditions to the management team.

12.8 Accidents, no matter how small, must be reported to the Management Team for the appropriate entry to be made in the Accident Book

13.0 GENERAL INFORMATION

13.1 Any notice or other communication given under these Terms and Conditions shall be in writing and shall be served by delivering it personally or sending it pre-paid recorded delivery or registered post to the address and for the attention of the relevant party as set out in clause 13.2 and 13.3 below (or as otherwise notified by that party). Any such notice shall be deemed to have been received:

13.1.1 If delivered personally, at the time of delivery;

13.1.2 In the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting;

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13.2 Our postal address for the purpose of clause 13.1 are: The King's Arms, King Street, Tring, Herts, HP23 6BE.

13.3 Your postal address for the purposes of clause 13.1 shall be as stated on the Booking Form, unless you notify us otherwise.

13.4 Notice given under these Terms and Conditions shall not be validly served if sent by email.

13.5 No variation of these Terms and Conditions shall be binding upon you or us unless it is in writing and signed by both parties. Any such variation shall be particular to the circumstances and shall not be regarded as a general variation.

13.6 The failure of either you or us to insist upon strict performance of any provision of these Terms and Conditions, or the failure of either you or us to exercise any right or remedy to which we are entitled, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by these Terms and Conditions.

13.7 Subject to the specific limitations set out in these Terms and Conditions, no remedy conferred by any provision of these Terms and Conditions is intended to exclude any other remedy except as expressly provided for in these Terms and Conditions and each and every remedy shall be cumulative and shall be in addition to every other remedy given thereunder under existing law or in equity by statute or otherwise.

13.8 If any provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been executed with the invalid, illegal or unenforceable provision eliminated.

13.9 You may not transfer the benefit of the hiring or sub-let The Coach House without our written consent. We will not unreasonably withhold or delay such consent nor will we subject it to any unreasonable conditions or stipulations.

13.10 A person who is not a party to any contract under these Terms and Conditions has no right under the Contracts (Right of Third Parties) Act 1999 to enforce any term of these Terms and Conditions but this does not affect any right or remedy of a third party which exists or is available apart from that act.

13.11 These Conditions shall be governed by and construed in accordance with English Law and each party hereby submits to the exclusive jurisdiction of the English Courts.

I have read, understood and agree to the above Terms and Conditions relating to the Hire of The Coach House:

Signed:

Printed Name:

Date:

Please return this signature sheet with your Booking Form.

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