

# Terms and Conditions

All conferences, meetings and events booked at Maidstone Museum & Bentsliff Art Gallery ("the Venue") in association with Maidstone Borough Council by the Client ("the Client") shall be subject to these Terms and Conditions (the "Terms").

This contract is made between Maidstone Museum & Bentsliff Art Gallery who operate the Venue and the Client specified on the confirmation form. The person signing for and on behalf of the Client warrants to Maidstone Museum & Bentsliff Art Gallery that they have the authority to do so.

## **1. CONFIRMATIONS**

A provisional booking for the date of your choice will be held for a maximum of 14 days. Once happy to proceed a confirmation agreement will be sent to you from the Maidstone Museum & Bentsliff Art Gallery, along with a copy of our Terms and Conditions, for you sign and return to secure your booking. A non-refundable deposit, to the value of 10% of the total estimated value of your event will also be requested. Should Maidstone Museum & Bentsliff Art Gallery NOT receive signed confirmation within the 14 day period Maidstone Museum & Bentsliff Art Gallery reserves the right to automatically cancel any booking.

## **2. CANCELLATIONS**

In the event of cancellation of any booking or non-arrival by the Client, the Client shall pay to Maidstone Museum & Bentsliff Art Gallery a cancellation/non-arrival fee. However, Maidstone Museum & Bentsliff Art Gallery will do its utmost to re let the Venue, but if, having used their reasonable endeavours, Maidstone Museum & Bentsliff Art Gallery are unable to do so the following cancellation charges will apply:

### **Cancellation period percentage**

12 Weeks or more prior to the event – 25% of the total estimated value will be charged.

6 – 12 Weeks prior to the event – 50% of the total estimated value will be charged.

2 – 6 Weeks prior to the event – 75% of the total estimated value will be charged.

2 Weeks or less to the event – 100% of the total estimated value will be charged.

Maidstone Museum & Bentsliff Art Gallery reserves the right to cancel any booking forthwith and without liability on their part in the event of any damage or destruction of the Venue (or significant part thereof) by fire or other causes, any shortages of labour or food suppliers, strikes, walkouts or industrial unrest or any other cause beyond their control which prevent Maidstone Museum & Bentsliff Art Gallery from performing its obligations in connection with any booking.

The Client shall notify Maidstone Museum & Bentsliff Art Gallery in writing not less than 7 working days prior to the event of the final number attending. In the Client's final confirmation of details, if the number of persons attending are reduced by 10% or more from the original number Maidstone Museum & Bentsliff Art Gallery reserves the right to be able to change the booking to a different suite within the Venue that best fits the numbers involved.

## **3. PRICES & DEPOSITS**

Firm prices for food and beverages are established where possible on an annual basis. All prices for rooms, food and beverages are stated in Pounds Sterling and include Value Added Tax. All price changes due to Government regulations will be charged to the Client.

Maidstone Museum & Bentsliff Art Gallery will issue an invoice for the outstanding balance and any additional costs that have been incurred after departure. Final payment is due within 30 days of receipt of an invoice. Any queries should not affect immediate payment of outstanding amounts. Payment options will be shown on the invoice, all made payable to "Maidstone Borough Council".

#### 4. CONFERENCES/MEETINGS

All meetings must terminate within 15 minutes of the agreed time. The conference rooms or exhibition space or any part thereof shall not be sublet by the Client to any third party without the prior written consent of Maidstone Museum & Bently Art Gallery. One menu should be chosen for the entire party; however, special dietary requirements can be catered for provided sufficient advanced notice is given to Maidstone Museum & Bently Art Gallery. Please note that in the event of a reduction in numbers there is a 48 hour cancellation policy on all catering. Maidstone Museum & Bently Art Gallery do not allow food or drink other than that purchased on the premises to be consumed unless prior arrangement has been made in writing.

#### 5. SUITABILITY/AVAILABILITY OF FACILITIES

It is the Client's responsibility to ensure that the facilities and services available are suitable for their needs. Maidstone Museum & Bently Art Gallery shall attempt to accommodate late changes but the Client should be aware that it might not be practical to do so. Maidstone Museum & Bently Art Gallery shall do what is reasonable to ensure that the rooms and equipment hired are available and in good working order. In the event of any difficulties or failure of equipment, Maidstone Museum & Bently Art Gallery will take reasonable steps to remedy the problem. Maidstone Museum & Bently Art Gallery do not accept liability for any consequential costs incurred by the Client as a result of any such difficulties or failure. The Client should, where he/she considers this to be appropriate, take out insurances to cover any such consequential costs.

#### 6. INSURANCE/DAMAGE

The Client shall be responsible for any damage caused to the Venue or the furnishings, utensils and equipment therein by the wilful act or default of the Client or guests of the Client, and shall pay Maidstone Museum & Bently Art Gallery on demand the amount required to make good or remedy any such damage. The Client must arrange Public Liability (third party) Insurance to cover such damage and injuries to third parties with a minimum indemnity limit of £2 Million and produce documentary evidence of same from either their insurers or insurance brokers before hire of the premises will be permitted.

#### 7. SMOKING & ALCOHOL POLICY

Clients and their representatives/delegates are advised that Maidstone Museum & Bently Art Gallery and the Venue operate a policy of no smoking within any building; smoking is permitted in the designated smoking shelter. Clients are asked to ensure that their delegates and representatives refrain from using the front of the Venue for smoking.

No wines or spirits may be brought in to the allocated rooms by the client or guests for consumption on the premises unless prior written consent from Maidstone Museum & Bently Art Gallery has been obtained and for which a charge will be made. This may not be charged out to the Client's guests.

#### 8. SAFETY & SECURITY

**Clients are asked to ensure that his/her event or meeting host/representative signs in at our reception desk, at which point they will be informed of our general housekeeping, evacuation procedures and any planned alarm tests for that day. The host/representative must produce their own delegates/guest attendance list, of whom they are responsible for at all times.** The Client shall ensure that his/her representatives and delegates act appropriately at all times, remain in the agreed areas of the Venue and do not enter other areas of the building without the prior permission of authorised Maidstone Museum & Bently Art Gallery staff. If tours of the site are arranged as part of the booking, Maidstone Museum & Bently Art Gallery staff will accompany the Client's representatives and/or delegates and will give specific instructions.

The Client shall report immediately to Maidstone Museum & Bently Art Gallery reception any accidents, near misses and or personal injuries that occur during the course of the event. **On entry to the Venue, the Client's event or meeting host/representative must ensure that all general housekeeping and fire and evacuation procedures are relayed to all attendees/delegates. The Client takes full responsibility for the evacuation of their delegates to the assembly point and their management thereafter.**

Should Maidstone Museum & Bently Art Gallery staff or their representative determine that any activity of the Client is in breach of local health and safety rules then the Client shall take immediate action upon notification to remedy such breach. In the event that the Client fails to take such action or is unable to remedy the breach, Maidstone Museum & Bently Art Gallery reserve the right to cancel the booking with immediate effect. In the event of such cancellation Maidstone Museum & Bently Art Gallery will not accept liability for any losses howsoever incurred by the Client due to cancellation.

The Client shall not arrange for the delivery of any goods or materials to the Venue unless agents of the client are available and ready to accept delivery unless by prior arrangement with Maidstone Museum & Bently Art Gallery. The Client shall not store or place on the premises of the Venue any inflammable, combustible or objectionable substances or liquid.

Photography within the Museum and of the Museums artefacts is allowed only for personal and education use. Photography of our exhibitions is NOT allowed.

#### **9. LIMITATION OF LIABILITY**

Maidstone Museum & Bently Art Gallery 's total liability in contract, tort, misrepresentation or otherwise, arising in connection with the performance or contemplated performance of this Agreement shall be limited to the consideration paid by the Client to Maidstone Museum & Bently Art Gallery. Maidstone Museum & Bently Art Gallery shall not be liable to the Client for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with this Agreement.

#### **10. CONFERENCE/WEDDING/BANQUETING BROCHURE INFORMATION**

All information in the brochure was correct at time of printing and are subject to change without prior notice. Maidstone Museum & Bently Art Gallery cannot accept responsibility for any errors or omissions. All arrangements featured in this brochure are subject to availability.

#### **11. DATA PROTECTION ACT.**

Any information supplied to Maidstone Museum & Bently Art Gallery is held in accordance with the Data Protection Act 1998.

#### **12. ENTIRE AGREEMENT**

The Terms supersede all prior representations, arrangements, understandings and agreements between the parties relating to the subject matter hereof and sets forth the entire agreement and understanding between the parties hereto relating to the subject matter hereof.

#### **13. LAW & JURISDICTION**

The Terms shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under the application of the Terms.

I have read, understood and agree to abide by the above Terms and Conditions.

**Maidstone Museum & Bently Art Gallery would like to keep you informed of special offers and promotions we believe are of interest to you. We do not disclose personal information to any other organisation.**

**We use opt-in boxes, please tick**

Signature (Client): \_\_\_\_\_ Date: \_\_\_\_\_

Print: \_\_\_\_\_ Position: \_\_\_\_\_