



Private Venue Hire T&Cs

These are the terms and conditions which apply when you wish to hire CREM Kitchen or any part (including private hire of the private dining room) for weddings, events and other functions. Reference to "CREM Kitchen" is to CREM Kitchen LTD (registered in England with company number 08081246) whose registered office is at 43 Main Road, Romford EM2 5EB.

Note, separate terms and conditions apply for general restaurant bookings. These terms may change from time to time so please review them each time you wish to host a private event at CREM Kitchen. The terms and conditions applying shall be those in place on the date that you make your request to book.

The contract between us is set out on the **Venue Hire Contract** (as may be amended from time to time by agreement in writing (which may be by way of email)) and in these terms and conditions. Any special terms agreed against these standard terms and conditions shall be detailed on the **Venue Hire Contract**. In the event of any conflict between any special terms, these **Terms and conditions** and the **Venue Hire Contract**, they shall prevail in that order unless otherwise stated in these terms. You should read these terms carefully before you sign the **Venue Hire Contract**.

Your signature on the **Venue Hire Contract** is your acceptance of these terms and conditions and your agreement to strictly comply with them.

1. Booking

- 1.1 Please check that the details on your Venue Hire Contract are complete and accurate before you sign and return. CREM Kitchen will not be liable for any delay or non-performance if you provide us with incorrect information.
- 1.2 You are required to sign and return the Venue Hire Contract and make payment of the required deposit(s), otherwise we may release the Event Date(s) to others. We will not accept any changes to the Venue Hire Contract unless we have specifically agreed in writing.
- 1.3 The CREM Kitchen reserves the right to refuse any Venue Hire at its discretion without reason.
- 1.4 You must not resell or transfer your Booking (or any part of it). The CREM Kitchen will not honour any Bookings in such instances and do not accept any liability for doing so.
- 1.5 Although The Rappel's Restaurant will try to accommodate special requests for the initial Booking or any amendments to Bookings, the Venue, Goods and Services are subject to availability and at The CREM Kitchen's absolute discretion and special requests may be subject to special terms.
- 1.6 It is acknowledged that details as to the Booking may be amended from time to time in the run-up and during the Event as agreed by you and The CREM Kitchen. In the run-up to the Event the Running Estimate shall be updated to reflect any agreed amendments to the Booking and CREM Kitchen will treat the amendment as confirmed by you unless you reject the updated Running Estimate within the time period specified at the time of provision of the updated Running Estimate. During the Event you acknowledge that it will not be possible for the Running Estimate to be updated and confirmed and The CREM Kitchen's decision shall be final as to any amendment to the Booking made on the day of the Event.
- 1.7 Where The CREM Kitchen is able to provide goods and services through its available services and products then you may not use third party providers for such items unless The CREM Kitchen grants written consent otherwise. The CREM Kitchen may charge a surcharge in such circumstances.
- 1.8 In the event that The CREM Kitchen arranges for Goods and Services from third parties on your behalf, note that the terms and conditions of such third party shall apply (including, but not limited to, any cancellation terms and conditions).



1.9 For information as to suitability of the Venue for those with disabilities please view our Accessibility Statement.

2. Charges

- 2.1 Charges for the hire of the Venue and the provision of other Goods and Services (including but not limited to catering and floristry) shall, unless otherwise stated on the Cost |Proposal Document or Running Estimate, include VAT (at the rate in force at the date of the Venue Hire Contract) and shall be in accordance with a scale of charges provided by The CREM Kitchen from time to time. Note, when making a Booking where the Event Date(s) is/are more than 3 months in the future, the Charges may be different to those advertised to take into account anticipated costs increases to The CREM Kitchen.
- 2.2 When you make a Venue Hire Request you will be given a total price for the Venue for the Event Date(s) you have requested and any other Goods and Services you have requested. The CREM Kitchen reserves the right to change the Charges from time to time, acting reasonably, and upon written notice to you. The total price can include a component of minimum spend and not a confirmation of a fixed price for services that may be agreed outside of the contract.
- 2.3 At the time of Booking you will be required to pay a non-refundable deposit to the amount as set out within the contractual documents. This will be credited towards the total Charges payable. If you fail to pay the deposit and return the signed Venue Hire Contract by the date specified on the Venue Hire Contract, the Booking shall be deemed cancelled and cancellation charges (as determined by Clause 5) may apply.
- 2.4 In the planning of the Event, the final Charges payable may differ to those set out on the Venue Hire Contract as the Running Estimate is amended (as per Clause 1.6). The running Charges shall be updated on the Running Estimate.
- 2.5 If at any time, in The CREM Kitchen's reasonable opinion, the Running Estimate becomes significantly greater than the original provisional Charges as set out on the Venue Hire Contract or certain Goods or Services are requested then The CREM Kitchen may ask for a further non-refundable deposit whereupon your failure to make such further deposit payment shall entitle The CREM Kitchen to cease to make any further additions or amendments to the Booking.
- 2.6 The balance of the Charges set out in the then latest Running Estimate shall be payable by the date set out on the Venue Hire Contract.
- 2.7 Where there are any last minute changes to the Event caused by you which results in additional costs to The CREM Kitchen, these will be passed on to you for payment.
- 2.8 In the event that any changes to the Booking are made after payment pursuant to Condition 2.6, The CREM Kitchen may at its discretion require payment for any such changes in advance. Otherwise (if agreed) any additional costs shall be invoiced in full following the Event and payable within the time period specified on the invoice.
- 2.9 If you fail to pay any sum on the due date before the Event, we shall be entitled to treat the agreement as having been cancelled by you on the date that the payment is due. The provisions of clause 6 of these terms shall then have affect.
- 2.10 Without limiting any of our other rights or remedies, if you do not pay any sum due to us on the due date, you shall be required to pay additional interest both before and after any judgement from the due date until the date on which the sum is paid (inclusive) at the rate of 2% over Barclays Bank Plc base lending rate from time to time.

3. Number of guests

- 3.1 Each Venue has a maximum number of permitted Guests as detailed in the events brochure or on the Contractual Documents. The number of persons attending the Venue shall not exceed such number of Guests (subject always to the remaining terms).
- 3.2 For large numbers of Guests, additional costs may be incurred (including but not limited to additional staffing costs).



4. Catering and other goods and services which are provided on a per guest basis

- 4.1 Menus are required to be finalised a minimum of one (1) month prior to the date of the Event (unless a Booking is made for Event Date(s) falling within this time period in which case the menus shall be finalised at the time set out in the Contractual Documents).
- 4.2 You are required to confirm (in writing) the number of Guests attending the Event on the date indicated on the Venue Hire Contract ("Guest Confirmation Date") - if agreed as part of Special Terms.
- 4.3 If numbers are not confirmed by the Guest Confirmation Date, CREM Kitchen shall take the provisional numbers as printed on the Booking Form or latest Running Estimate and reserves the right to charge for such provisional numbers.
- 4.4 Where the number of guests confirmed to us by the Guest Confirmation Date is at least 95% of the minimum number stated on the Function Booking Request, the Charges will be adjusted proportionately (up or down).
- 4.5 For the purposes of the Charges, it is not possible to reduce the number of Guests after the Guest Confirmation Date. Additionally, the number of Guests cannot be increased after the Guest Confirmation Date without The CREM Kitchen's confirmation in writing.
- 4.6 The CREM Kitchen shall endeavour to accommodate your request for an increased number of Guests beyond the provisional number on the Contractual Documents or following the Guest Confirmation Date but cannot guarantee that this will be possible. Upon such a request, we will confirm maximum numbers of Guests that we are able to accommodate before the Event and revise the Running Estimate accordingly. It is not always possible to cater for an unexpected increase in the number of Guests attending at short notice.
- 4.7 Where the number of Guests confirmed is less than 95% of the minimum number stated on the Function Booking Request, this shall be treated as a partial cancellation and the cancellation charges referred to in Clause 5 shall apply with regard to the reduction in numbers.
- 4.8 The CREM Kitchen catering services must be used for all food consumed at the Venue and you may not use third party caterers for food (including any celebration cakes) unless The CREM Kitchen grants written consent otherwise. CREM Kitchen may charge a surcharge in such circumstances.
- 4.9 You may bring your own beverages for consumption at The CREM Kitchen but this must be confirmed no less than one (1) month prior to the Event (or upon Booking where the Event Date(s) is less than one (1) month from the date of Booking. A surcharge/corkage fee shall be payable.
- 4.10 A 12.5% service charge is payable on all catering (food and beverage) which will be added as part of the final Charges.

5. Cancellation & Charges

- 5.1 In the event that you cancel a Booking (or any part), any deposit paid is non-refundable. The CREM Kitchen reserves the right to impose additional cancellation charges as liquidated damages and not a penalty. This would be based on expenses incurred by CREM Kitchen in relation to your booking with 20% management surcharge. Receipts/evidences will be provided as evidence. Accordingly if you cancel a Booking (in full or in part) the following cancellation charges shall be payable upon demand (unless otherwise stated on the Venue Hire Contract or Running Estimate) based on the pricing in effect on the Running Estimate at the time notification of cancellation is received by CREM Kitchen:

120 – 91 days prior to the Event – 25% of the anticipated revenue

90 – 31 days prior to the Event – 60% of the anticipated revenue

30 – 15 days prior to the Event – 85% of the anticipated revenue

14 – 0 days prior to the Event – 100% of the anticipated revenue

Cancellation charges for third party Goods or Services arranged by The CREM Kitchen on your behalf may be different and you shall be liable according to the terms and conditions of such third party.



- 5.2 Cancellations or alterations should be communicated to the The CREM Kitchen events team. The CREM Kitchen will do our best to accommodate your requirements subject to the cancellation charges above.
- 5.3 Cancellation fees shall be invoiced and payable by the date specified on the invoice.
- 5.4 The CREM Kitchen does not operate or offer an insurance policy for cancellations. You may wish to take out your own insurance for such purposes.
- 5.5 Should The CREM Kitchen receive another booking for the Event Date(s) after cancellation by you, all or a portion of the deposit and cancellation fee may be refunded to you at the absolute discretion of The CREM Kitchen, subject to The CREM Kitchen deducting the reasonable costs and expenses incurred by The CREM Kitchen in re-booking the Venue, including but not limited to administrative costs, running expenses and wasted management time.
- 5.6 CREM Kitchen reserves the right to offer you an option for postponing the event instead of considering the event as cancelled. This would be dealt with on a case by case basis and is at sole discretion of the The CREM Kitchen.

6. Use of the venue

- 6.1 The Venue shall be used only for the Event detailed on the Venue Hire Contract. You must satisfy yourself that the Venue is suitable for the purpose of the Event.
- 6.2 You shall inform The CREM Kitchen of any change in the type of function after the Booking has been confirmed and acknowledge that The CREM Kitchen can refuse consent to such a change.
- 6.3 You agree that the decision of The CREM Kitchen will be final in all matters relating to the use of the Venue.
- 6.4 You shall use and shall only be permitted to use the Venue on the Event Date(s) and during the times specified on the Venue Hire Contract. If you require access to the Venue prior to the Event for any preliminary preparation that time must be included in the Booking as the Venue will only be made available for the times stated in the Booking.
- 6.5 You shall ensure that your use of the Venue is conducted in an orderly fashion without causing a nuisance and in full compliance with any directions of The CREM Kitchen as you may be informed by The CREM Kitchen team.
- 6.6 Smoking (including e-cigarettes) is not permitted anywhere within the Venue. Designated smoking areas are provided.
- 6.7 You are required to take all reasonable precautions to ensure that no damage occurs to the Venue, its finishes, fittings, furniture, equipment, contents or any other property at The CREM Kitchen. In the event of damage or the Venue requiring extra cleaning beyond that reasonably expected, The CREM Kitchen may at its own option have such damage repaired or damaged items replaced or repaired or obtain extra cleaning services and charge you for the cost.
- 6.8 You may not display corporate branding at the Venue without express prior agreement
- 6.9 Any accidents occurring during set up, during the Event and during pack up must be reported to a The CREM Kitchen staff member and an accident report sheet filled in.
- 6.10 You must ensure that no Guest trespasses on parts of the premises not hired.
- 6.11 You shall ensure that free and uninhibited access is allowed for any other users of the Venue or premises that coincide with your use.
- 6.12 The CREM Kitchen reserves the right, without liability, to exclude or eject, as it thinks fit and reasonable, any persons from the premises whom it shall consider objectionable (including any engaged by you to perform duties at the event).
- 6.13 The CREM Kitchen does hold a premises licence with regard to the sale of alcohol by its personnel and for other qualifying club activities such as the playing of recorded music, entertainment facilities for dancing and making music and for the performance of live music and dance and plays. You are responsible for obtaining all other licenses and other permissions whatsoever required for any activity taking place in the Venue.



- 6.14 Where you are contracting any third party to provide goods or services at the Venue then prior approval of The CREM Kitchen is required which may be subject to conditions. In particular, The CREM Kitchen will want to ensure that such goods, services and suppliers are in line with The CREM Kitchen culture, ethos and values.
- 6.15 You must be able to demonstrate that you or those contracted by you have adequate Public Liability Insurance to cover any claims arising directly from the activities or the use of any of equipment brought into the Venue.
- 6.16 You shall not and shall procure that none of your Guests shall do anything which would invalidate the insurance or licences maintained by The CREM Kitchen in relation to the Venue, for example, but not limited to purchasing alcohol for those under the age of 18.
- 6.17 Dogs are allowed in private dining room and the terrace area (not the restaurant). No animals are otherwise allowed in the Venue except for assistance dogs.
- 6.18 No structure, sign or notice or the like shall be erected or displayed in or outside the Venue without the approval of The CREM Kitchen.
- 6.19 No petrol, oil, gas or other substance of an inflammable or explosive nature shall be allowed within the Venue or immediately next to it nor any fireworks without prior approval of The CREM Kitchen.
- 6.20 You shall ensure that nothing is fixed to the floors, walls, ceilings or any other interior or exterior of the Venue or wider premises by means of nails, screws, drawing pins or any other means unless agreed in writing by The CREM Kitchen prior to the Event.
- 6.21 The CREM Kitchen and any person authorised by it shall have the right of free and unimpeded entry at all times and for all purposes to and from the Venue.
- 6.22 You, your Guests and any third party suppliers (and their equipment) shall vacate the Venue at the end of the Event Date(s). Any costs incurred by The CREM Kitchen due to any overstay may be chargeable to you. Your small venue dressing items can remain at the Venue but will need to be collected on the day following the Event.

7. Your property & equipment

- 7.1 The CREM Kitchen cannot accept responsibility for any of your or your Guests or suppliers property and shall not be liable for any loss or damage to property brought to the Venue or left behind including any car or other vehicle.
- 7.2 Any electrical equipment brought into the Venue, must be approved for use by The CREM Kitchen and must have been tested for safety and be labelled with the date of the last test. No additional lights or electrical extensions shall be used without the previous consent of The CREM Kitchen.
- 7.3 All equipment, fittings, etc, erected or brought into the Venue by you or third parties shall be removed immediately upon completion of the hiring unless prior agreement is made with The CREM Kitchen. In the event of you failing to clear the Venue to the satisfaction of The CREM Kitchen this shall be done by The CREM Kitchen at your sole expense and The CREM Kitchen may dispose of such items without liability.

8. Termination by The CREM Kitchen

- 8.1 The CREM Kitchen may at any time cancel the Booking or refuse you and your Guests the right to use the Venue during the Event Date(s) by giving you written notice (including email) in the event of you or any Guest failing to perform any of the obligations contained within these terms and conditions or if The CREM Kitchen shall consider that the Event is or is likely to be offensive, immoral or contrary to any law or regulation or is likely to be prejudicial to The CREM Kitchen rights as owners of the Venue or to The CREM Kitchen's own use or occupation of the Venue.
- 8.2 In the event that The CREM Kitchen cancels the Booking or refuses the right to use pursuant to Condition 8.1 above, The CREM Kitchen shall be under no obligation or liability whatsoever to you or any Guest, and neither you nor any Guest shall make any claim whatsoever against The CREM Kitchen in relation to the Booking.



- 8.3 The CREM Kitchen reserves the right to close the Venue and to cancel or interrupt any Booking without notice and without any liability legal or otherwise to you or any person affected by such a cancellation (such as any Guest) in the event of war, riot, state of emergency, act of God, fire, flood, civil commotion or where any member of the public is at risk or thought to be at risk, strike (whether official or not), accident, failure of electricity or gas or any other service to the Venue or any delay in necessary and essential repairs of the Venue, however caused, or for any other reason whatsoever outside the control of The CREM Kitchen whereby The CREM Kitchen is unable to perform its obligations.
- 8.4 In the event that The CREM Kitchen cancels or interrupts a Booking pursuant to clause 8.3, The CREM Kitchen shall let you know as soon as possible and The CREM Kitchen shall refund in full amount paid by you to The CREM Kitchen. This shall be the full liability of The CREM Kitchen in this circumstance. In no event shall The CREM Kitchen be liable for consequential damages of any nature for any reason whatsoever, including transport costs.
- 8.5 For any other circumstance of termination by us, The CREM Kitchen shall refund you such sums as you have paid to The CREM Kitchen for the Booking as our full liability and in no event shall The CREM Kitchen be liable for consequential damages of any nature for any reason whatsoever, including but not limited to, transport costs.

9. Data Protection

The CREM Kitchen process information about you that you provide when making a Booking in accordance with our privacy policy and cookie policy. By providing this information you consent (on your behalf and on behalf of each member of your group) to such processing and you warrant that all information provided by you is accurate.

10. Governing Law

Please note that these Terms are governed by English law. This means a Contract for a Booking and any dispute or claim arising out of or in connection with it will be governed by English law. You can bring legal proceedings in respect of the Booking in the English courts.

11. General

These terms and conditions shall be binding upon you and all Guests subject to any overriding provisions expressly agreed with The CREM Kitchen team in writing.

12. Definitions & Interpretations

In these terms and conditions (Conditions) the following definitions shall apply:

“Booking” means the contract for hire of the Venue and the provision of the Goods and Services for the Event Date(s) between You and The CREM Kitchen which is formed following receipt by you of a booking confirmation email or signed Venue Hire Contract on behalf of The CREM Kitchen confirming acceptance and the details of your Venue Hire Request and which may be amended from time to time by agreement of you and The CREM Kitchen in writing (which may be by way of email);

“Charges” means the amount payable by you for the Venue and Services as initially stated on the Booking and as may be adjusted from time to time in accordance with these Conditions;

“Event” means the purpose for which the Venue has been hired;

“Event Date(s)” means the dates that you have booked for use of the Venue and as confirmed in the Booking;

“Booking Form” means the initial booking form for hire of the Venue for the Event setting out Venue, Event Date(s), initially required Goods and Services, minimum and provisional Guest numbers and any special terms;

“Goods” means any goods to be provided by The CREM Kitchen in connection with the Event which are intended to become yours or your Guests ownership following the Event;



“Guests” means those people attending the Venue for the Event at your invitation (including yourself);

“Running Estimate” means the updated detail of the Event including Goods and Services, and related Charges;

“Services” means such catering, floristry, equipment provision (including but not limited to crockery, glassware, cutlery, linen) and other services to be provided by The CREM Kitchen to you in connection with the Event as detailed in the Booking;

“you” means the organisation, company or individual who makes a booking for hire of the Venue as named on the Booking Form and being the person responsible for the Guests and “your” shall be construed accordingly;

“Venue” means any or all of the venue locations that The CREM Kitchen may have available for hire as set out in the events brochure and which you wish to hire as set out in the Booking.