



Enterprise Kitchen: Terms and Conditions of Use

1. Interpretation

1.1 In these Conditions the following definitions apply, unless the context requires otherwise. References to “we”, “us”, “our”, “Kitchen”, “EK”, are references to a Business Launchpad project ‘Enterprise Kitchen’ located at Caius House, 2 Holman Road, Battersea, London SW11 3RL .

References to “you” and “your” are references to the “User” named on the front page of the Agreement.

“Conditions” mean this Conditions of Use of the Kitchen.

“Period” will be as specified on the Agreed Period field agreed on the Booking Form.

“Period of Use” means the period of time during which you are permitted to use the Kitchen commencing on the Start Date and any other Period thereafter agreed between us.

“Property” means the property from time to time stored at the Kitchen pursuant to the Agreement with you.

“Regular Charge” means charge levied for each Period e.g. hourly rate, half day or full day.

“Services” means the provision of and related services to be provided by us pursuant to these Conditions and the Agreement with you.

“Total Charge” means the Regular Charge plus any Other Charges.

“Equipment” means the equipment provided in Enterprise Kitchen.

1.2 Unless defined above, all capitalised words and phrases used in these Conditions refer to terms used in the Conditions of Use Agreement which you agree to when you sign the Kitchen Booking Form.

1.3 The headings used in these Conditions are for convenience and will not affect the interpretation of any provision contained in these Conditions.

1.4 Covenants given by more than one person will be deemed to be given jointly and severally.

2. The Provision of the Services

2.1 We will, upon receipt of the First Payment and the regular Payment and such other charges as may accrue from time to time, provide the Services to you for the duration of the Period of the Kitchen or until the Agreement is terminated.

2.2 Payment will be taken advance of the booked session along with a returnable deposit of £100 following inspection of the kitchen. You may request in writing that EK keep hold of the deposit if you are using the kitchen regularly.

2.3 We do not accept payments by debit or credit cards or cheques. We accept cash and BACS payments after receiving an invoice from EK.

2.4 This agreement shall be construed as a new and separate agreement in respect of each Period.

2.5 You warrant that you are either the owner or one of the owners of the business or you are authorised by the owner(s) of the business to accept these terms & conditions on his or its behalf.

2.6 Enterprise Kitchen will not be held responsible or liable for any mechanical breakdown, loss of energy supply i.e. electricity or gas or water, flood, fire or government restriction or other act, which may cause the Kitchen to be closed temporarily or the function of the Kitchen interrupted. A partial refund may be negotiated at the discretion of EK in accordance to the hours the hirer was unable to use the kitchen for.

3. Use of Kitchen

3.1 You must comply with all relevant UK laws and regulations in the conduct of your business. You must do nothing illegal as defined by the Common Laws of the United Kingdom. You must not do anything that may interfere with the use of the centre by us or by others, cause any nuisance or annoyance, increase the insurance premiums we have to pay or cause loss or damage to us or to the owner of any interest in the building which contains the Enterprise Kitchen.

3.2 If you are creating product that will be sold directly to the public it is your responsibility to ensure that you and your business comply with the legal requirements and that you are registered with the necessary bodies and have the have correct insurances in place.

3.3 Users of the Kitchen will be expected to have collated all their goods and cleaned down all work surfaces, including cold storage, floors and washed up and stored all utensils back into or onto designated areas. Please plan for usage of this facility to allow completion within above timescales. Any additional time outside of the times specified will be liable to charges by the hours for the extra use of space and staff costs for locking up the premises. All charges related to the cleaning of the kitchen due to EK not being cleaned to the agreed standard after use are payable by the end user.

3.4 Please go through the cleaning check list and sign off before leaving

3.5 The kitchen should only be used as listed on the booking form. Any other use is not permitted.

3.6 If using the kitchen to prepare or to cook meat, fish or eggs ensure that the correct food hygiene steps are taken to prevent cross contamination within the space. Please additionally ensure that surfaces are wiped down and correctly and correct boards and utensils are used.

3.7 You must not carry on a business which competes with our business of provided by BLP or Enterprise Kitchen and the Kitchen can not be sublet.

3.8 You must take good care of all parts of the kitchen, its equipment, fittings and furnishings which you use. You must not alter any part of it. You are liable for any damage caused by you or those in the centre with your permission or at your invitation.

3.9 The following considerations are essential to ensure that users of the kitchen do not disrupt other users within Caius House and to maintain Good Hygiene & Health and Safety Practice and Good Business Practice:

1. Users to follow rules for authorised access at Caius House, ensuring that no unauthorised visitors access the site or EK.
2. Wear protective clothing to minimise cross-contamination and potential claim issues that may affect the integrity and legality of other businesses ensuring all produce is cleared from all surfaces.
3. Ensure Health and Safety and Food Standards regulations are adhered to.
4. Any communal areas or evidence of spillage etc must be reported immediately to MIH for review. The individual user must clean up the spillage. This is both a food safety and health and safety issue.
5. Communal area are not to be used without prior written consent.

3.10 Storage of equipment, containers, packaging and waste etc is not permitted in EK above your allocated time. Additional Storage outside the kitchen may be requested and could be charged for. Disposal of waste must be direct to designated disposal bins.

3.11 You must comply with any rules which we impose generally on users of the kitchen whether for reasons of health and safety, fire precautions or otherwise. This agreement must read in conjunction with the kitchen rules.

3.12 It is your responsibility to arrange insurance for your own property which you bring into the centre and for your own liability to your employees and to third parties. EK reserves the right to refuse equipment if it presents itself as a danger to the environment or harmful to the kitchen or its contents. Equipment should be free standing and should not obstruct any fire exits. No bolts, tacks, screws, bindings, bits, pins or like objects are to be driven into any part of the premises nor is any adhesive to be attached to it. Equipment brought onto premises must be to CE standards and from certified suppliers and contractors responsible for supply and commissioning of noted equipment. Inspection by users shall be carried out according to regulation and in accordance with PAT requirements.

4. Rights of Access

4.1 We reserve the right to alter kitchen usage times at our sole discretion.

4.2 Only people listed on the EK booking form are authorised to enter and use the kitchen.

4.3 We will not be liable for loss of or damage to the Property arising from someone being given access or being allowed to remove the Property where we have reasonable grounds to believe that the person is entitled or authorized to have access.

5. Damage and Cleaning

5.1 Any damage to EK or communal areas or evidence of spillage etc must be reported immediately to Enterprise Kitchen for review. The individual user must clean up the spillage. Any damages made will be asked to be covered.

5.2 The user must clean the kitchen to the same standard as it was found. A cleaning schedule will be given to them onsite. All cleaning must take place during the hired time. You may not come in to clean the kitchen outside of your hired times.

5.3 The user is responsible for and must reinstate and make good to the satisfaction of EK, or compensate for, any damage to or loss of equipment suffered by EK, its employees or representatives. The user shall be responsible to EK for any loss, damage or expenses incurred by EK, including but without limitation, damage caused to EK or Caius House property, which relates to or arises out of the acts or omissions of the user or its guests and the user shall, on demand, indemnify EK accordingly. The user is obligated to insure all their property and/or any movable property of value, which is to be brought onto premises on an 'All Risks' basis for their full reinstatement value for the time being and to maintain third party, employers and public liability with a reputable insurance company with a level satisfactory to EK. Users will produce evidence of such insurance prior to use of facilities as stated overleaf.

5.4 See attached equipment list on site. All items must be given back in the same condition as at the start of your session. If items are missing or damaged, you are liable to pay.

5.5 All equipment must be used in accordance with the operational guides on display.

5.6 The user has 10 working days from a breach of terms being raised by the Enterprise Kitchen team to rectify the breach listed. Failure to do so will may end in losing deposit and/or being banned from the kitchen.

6. Your obligations

6.1 You will not:

6.1.1 Allow anything to be done at the kitchen which may be or may become a nuisance or disturbance to our employees, agents or our other users/ clients or cause any damage to the kitchen;

6.1.2 Transfer, assign or in any way part with your rights or obligations under the Agreement and these Conditions;

6.1.3 Store or undertake any activities whatsoever in the kitchen which are in breach of the law or which would require us to comply with any statutory duties.

6.2 You will report any breakages, damages or faults to EK as soon as you find them

7. Liability

7.1 We accept liability arising at law for personal injury or death directly caused by our acts or omissions, or the acts or omissions of our employees, in providing the Services.

7.2 Products developed and consumed either on the premises or distributed for end consumption by the user's customer/s are done so at the users and consumers own risk. The kitchen is not a food business as defined under the following legislation and regulation: The Food Safety Act 1990 EU Directive No: 2004/852. EK accepts no liability for any processes conducted or products developed or produced or stored or distributed within or from the kitchen, in accordance with the above Food Safety legislation and regulations and Health and Safety legislation including: The Health & Safety at Work Act 1974 and relevant regulations and best practice guidelines. Each user is responsible for ensuring compliance to the above legislation and any other regulation appropriate to their business practice. EK accepts no liability for any unit environmental issues or processes conducted or products developed or produced or stored or distributed within or from our premises by the above user.

7.3 You agree that we will not be liable for any other loss or damage howsoever arising and, in particular, that: We will not be liable for any indirect, financial, economic, consequential or special loss (even if we are aware of the circumstances which may give rise to such loss).

8. Indemnity

8.1 Subject to the provisions of sub-clause 8.1 above, you will indemnify us and keep us indemnified against all and any costs, charges, expenses, damages or losses incurred or suffered or becoming payable by us: EK Terms and Conditions for the Kitchen in connection with, or as a result of any demand, claim, or action or other proceedings brought against us arising out of, or in connection with, the provision of the Services.

9. Insurance

9.1 You accept that any Property stored at the kitchen (only with the permission of EK staff) is stored at your sole risk & expense. You will be solely responsible for taking out appropriate insurance at the full replacement value of the Property. You will, upon request, provide a copy of your insurance certificate that confirms such insurance exists. In addition, you are obliged to notify us of any increases in the total value of the stored property.

9.2 You will not do anything which might invalidate any insurance affected from time to time at the kitchen.

10 Cancellation Policy

10.1 If the kitchen is unavailable for use, due to circumstances beyond the immediate control of EK, the user will be contacted and any booking fee and or deposits refunded.

10.2 A EK shall not be liable or required to pay compensation for any loss sustained or inconvenience caused, as a result of, or in any way arising out of, cancellation of a booking.

10.3 If you cancel your booking without providing 72 hours notice you EK may not return fee for hiring or be able to move the session to another day.

10.4 We may put an end to your agreement immediately by giving you notice if:

10.4.1 You are in breach of one of your obligations which cannot be put right or which we have given you notice to put right and which you have failed to put right within fourteen days of that notice or;

10.4.2 Your conduct, or that of someone at the kitchen with your permission or at your invitation, is incompatible with ordinary use.

10.4.3 If we put an end to the agreement for any of these reasons it does not put an end to any of the outstanding obligations you may have and you must

10.4.3.1 Pay for additional services you have used

10.4.3.2 Pay the standard charge for the remainder of the period for which your agreement would have lasted had we not ended it, and

10.4.3.3 Indemnify us against all reasonable costs and losses we incur as a result of the termination.

10.4.3.4 If you fail to collect your property by the effective termination date we reserve the right to remove the property at your cost.

11. General

11.1 These Conditions together with the Agreement overleaf form the entire agreement between you and us and supersede and extinguish all earlier agreements and arrangements of any kind between us.

11.2 Any notice given under these Conditions will be in writing and signed by or on behalf of the party giving it and may be served by depositing it at or sending it by facsimile or first class prepaid post to the addresses stated overleaf or if any change of address has been notified to us, at the last address so notified. Any notice so served by facsimile or post will be deemed to have been received, in the case of facsimile, 12 hours after the time of dispatch and, in the case of first class prepaid post, 48 hours from the time of posting.

11.3 We will not be liable in any way for any delay or failure to perform our obligations or any loss, damage or delay incurred by you resulting from circumstances beyond our reasonable control which will include, without limitation, labour disturbance, accident, failure of services, breakdown of plant or machinery, fire or flood.

11.4 Each of the provisions of the Agreement and of these Conditions is severable. If any such provision is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect the legality, validity or enforceability in that jurisdiction of any other provisions of the Agreement or the Conditions.

11.5 Nothing in the Agreement or in these Conditions will be treated as creating any tenancy, lease or any relationship of landlord and tenant between you and us.

11.6 Nothing in the Agreement or the Conditions is intended to confer on any person any rights to enforce any term of it which that person would not have but for the Contracts (Right of Third Parties) Act 1999.

11.7 This agreement does not confer any rights of car or vehicle parking.

11.8 The Agreement and these Conditions are governed by English law and the parties irrevocably submit to the non-exclusive jurisdiction of the English court.

12: Termination Of Contract Enterprise Kitchen: Conditions of Use for the Kitchen

12.1 EK has the right to terminate contracts with clients at their discretion. A full refund will be given for cancelled bookings as long as the client has received notice.