

M.A. Centre, UK
Standard Terms and Conditions of Hire

1. BACKGROUND

These Terms and Conditions shall apply to the hire of Amrita Hall ("Premises") from the M.A. Centre, UK ("Venue"), a registered charity in England under number 1133537, whose registered office is **40a Letchworth Drive, Bromley, England, BR2 9BE** and whose main trading by customers is the hiring of the Premises.

2. DEFINITIONS AND INTERPRETATION

2.1 In these Terms and Conditions, the following words and expressions have the meanings set out below. "**Accident Reporting Book**" means the record of injuries and incidents that occur at the Premises.

"**Agreement**" shall mean the Quotation Proposal, which incorporates these Terms and Conditions.

"**Quotation Proposal**" means the booking form completed by the Hirer prior to hiring the Venue.

"**Deposit**" means the deposit amount indicated in the Quotation Proposal and or Agreement.

"**End Date**" means the end date indicated in the Quotation Proposal.

"**Event**" means the function or purpose for which the Hirer is hiring the Venue, such as a party, meeting or workshop.

"**Health and Safety Manual**" means the guide on health and safety policies and procedures in relation to the Premises

"**Hire Fee**" shall be the fee indicated in the Quotation Proposal.

"**Hire Period**" shall be the period beginning on the Start Date at the start time and ending on the End Date at the end time, as indicated in the Quotation Proposal.

"**Hirer**" or "Customer" shall be the person or organisation named on the Quotation Proposal. and "you" and "your" is to be construed accordingly and includes the members of your management committee (if appropriate), your employees, volunteers, agents and invitees.

"**Payment Date Deadline**" means the agreed date on when payment due.

"**Premises**" means the Amrita Hall and grounds at M.A. CENTRE, UK, Amrita Hall, 211 Fair Acres, Bromley BR2 9YG as set out in the Quotation Proposal.

"**Premises License**" means a license granted by a Licensing Authority to permit one or more licensable activities to take place on the Premises.

"**Special Deposit**" means the amount in addition to the Hire Fee and is returned to the Hirer at the end of the Hire Period, minus incurred costs, levied for Chairs & Tables not put away correctly, Chairs & Tables damage, Wall damage, Music exceeding acceptable levels (heard from outside) & Nuisance activity, other damage or repairs, Stage moved (or attempted), Rubbish not removed. The Hirer will be liable for such amounts and will be deducted from the Special Deposit. The remaining balance or Special Deposit in full (if no deductions) will be refunded 14 days after account details supplied, after the event.

"**Start Date**" means the start date indicated on the Quotation Proposal.

"**Temporary Events Notice**" means a notice issued by the local council to carry out a 'licensable activity' on unlicensed premises in England or Wales.

"**Terms and Conditions**" means these standard terms and conditions of hire.

"**Venue**" means M.A. Centre, UK "we" and "our" is to be construed accordingly and includes the Venues employees, volunteers, agents and invitees.

2.2 In this Agreement:

- 2.2.1** any covenant by the Hirer not to do any act or thing includes a covenant not to cause, suffer or permit the doing of that act or thing;
- 2.2.2** any consent or approval required or given under this Agreement shall take effect only if given in writing.
- 2.2.3** any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms; and
- 2.2.4** any reference to a statute includes any amendment, extension or re-enactment of it and any orders, regulations, schemes and rules made under it.

3. RESPONSIBLE REPRESENTATIVES

- 3.1** The Hirer must nominate a responsible representative who is over the age of 18 and who will be personally responsible for the hiring of the Premises.
- 3.2** The Hirer must nominate another responsible representative who is over the age of 18 to be onsite during the Hire Period if different from the responsible representative in 3.1.
- 3.3** During the Hire Period, the Hirer and its responsible representatives shall be responsible for supervision of the Venue, the fabric and the contents, their care, safety from damage, however slight, the behaviour of all persons using the Venue whatever their capacity and any car parking arrangements (if required) so to avoid obstruction of the highway.
- 3.4** The responsible representative shall ensure that no alcohol is served to persons under the age of 18 and is responsible for adhering to Clause 11.4 and 11.5.

4. BOOKING AND PAYMENT

- 4.1** The booking will be confirmed on acceptance of the Quotation Proposal by the Venue together with the deposit and photographic identification of the person making the booking, such as a passport, driving licence or pass logo identification, if required.

4.2 General Events

Details of the Amount Due including the deposit are set out on the Quotation Proposal.

Deposit of 10% is to be paid when confirming the booking. The balance and Special deposit is to be paid:

- Events 6 hours and over, 21 days before the Hire start date
- Events 5 hours and less, 14 days before the Hire start date

Where the Hire start date is less than the 21 or 14 days respectively, then the full payment is due to confirm the booking.

The deposit must be received within 48 hours of the Quotation Proposal to reserve the Premises. If the deposit is not received, then the Premises is opened up to other Hirers to reserve that date.

4.3 Weddings (managed by Venue, such as catering and or decor)

At the time of booking a NON-REUNDABLE 10% deposit of the full hire charge to be paid.

- Five months prior to the event 50% of the remaining total based on minimum guaranteed numbers given at the time of booking.
- 28 days before the function the full balance must be paid based on the final numbers attending. Additional accounts must be settled 7 days before the night of the function, unless prior arrangements have been agreed by the Venue

- 4.4** It is at the discretion of the Venue to review the deposit amount depending on the Hire period.

- 4.5 The Hirer must pay the deposit at the time of booking to secure the booking. The Special Deposit will be returned within 14 working days of the end date of the Hire Period minus sums withheld to meet the cost of rectifying any damage or disturbances arising during the Hire Period. If any damage exceeds the deposit amount held, the Venue will advise the Hirer and submit a damage report with total cost to be repaid. This repayment is to be paid by the Hirer to the Venue within 28 days of the report.
- 4.6 The Venue updates hire charges from time to time.
- 4.7 Regular hire bookings will be paid on 1st of the month in advance of the Hire Period in the associated month. Example: Event on 10th May, payment required 1st May.
- 4.8 If a payment is not received by the date, an administration fee of £30 will be added or the Venue reserves the right to cancel the Event with the Hirer being liable for cancellation charges.
- 4.9 Payments are to be made online using credit card payment, if this is not available then payment direct into the named bank account. Cash or cheque payments are not acceptable. Payment is in UK pounds sterling and payment by credit card is subject to surcharge of 2.5%.

5 USE OF PREMISES

- 5.1. The Hirer shall **not use** the Premises for any purpose other than that described on the Quotation Proposal and shall not sub-hire or use or allow the Premises to be used for:
- Any political rallies or demonstrations.
 - For purposes which are illegal i.e. be they forbidden by law or unauthorized by official or accepted rules.
 - For functions attended by people whose presence may cause civil unrest or division within the community.
 - To an organisation or individual which has been banned by law.
 - Or to do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
 - Stag or hen parties, 18th or 21st parties or teenage parties, wakes
- 5.2. The Venue reserves the right to exclude or eject from the Premises any person, and to cancel any booking where it considers:
- 5.2.1 That such events may be contrary to the interest of the general public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.
- 5.2.2 The users of the Premises may do something that may cause or pose a risk of loss, damage or significant expense to the Venue or harm the reputation of the Venue.
- 5.3 The Hirer shall ensure that no equipment, goods or other materials are left on the Premises overnight.
- 5.4 The Venue gives no warranty that the Premises is legally or physically fit for any specific purpose.

6. MAXIMUM CAPACITY

- 6.1. The Hirer will not exceed the maximum capacities for the Premises.
- 6.2. The maximum capacities are as follows: Standing 400 and seated 200 persons excluding stage, between 130-150 depending on layout (including stage). This includes any performers, suppliers, and other organisations.

7. CATERING

- 7.1. Catering requirements will be discussed and agreed between the Hirer and the Venue at the time of booking. No electrical equipment may be brought into the Venue without prior approval from the Venue.
- 7.2. The Hirer will not bring to the Premises or consume any food, wines, spirits or beers at the Premises not supplied by the Venue without the Venues prior written consent.
- 7.3. The Venue is permitting alcohol only on formal sit down meals such as Wedding Receptions. Alcohol is not permitted for parties. The Venue is permitted to charge a fee for allowing alcoholic beverages consumed during the Hire Period. Further details will be discussed and agreed with the Venue.
- 7.4. Where food or drink is to be supplied to the public the Hirer or caterer must hold a Basic Food Hygiene Certificate.
- 7.5. The Hirer and its contractors including catering suppliers shall if preparing, serving or selling food observe all relevant food and hygiene legislation and regulations.
- 7.6. The Venue cannot be held responsible for any health issue arising such as allergies from food or drink consumption and such like including special dietary information supplied by either the Venue's or Hirer's contractors.
- 7.7. The Hirer shall ensure that no person under 16 years of age is permitted to enter the kitchen.
- 7.8. The Venue does not allow cooking onsite at the Premises inside or outside of the Venue, including any item that may release steam or smoke.

8. CHILD PROTECTION

- 8.1. The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable Groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities.
- 8.2. If, in the event that the hiring involves the attendance of children and young persons under the age of 18 at the Venue, the Hirer confirms that there will be in place an appropriate Child Protection Procedure. The Hirer agrees to ensure that all adults present on the Venue are aware of this Procedure and abide by it.
- 8.3. The Hirer shall ensure that children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification (BBFC).

9. PARKING

- 9.1. The hire of the Premises includes the use of car parking facilities. The use of parking facilities is strictly on a subject to availability basis and only during the Hire Period. No vehicle must be left at the Premises overnight.
- 9.2. Cars and other vehicles (including bicycles) are parked at the owner's risk and must not cause an obstruction of the pavement, footpaths or other vehicle in the vicinity of the Premises or to the entrances. If any car or vehicle is providing an obstruction and the Hirer has not removed it, then the Venue has the right to contact the necessary authorities to have it removed. The Hirer agrees to pay any costs associated with removal of any car associated with the Event.
- 9.3. The Venue will not accept responsibility for any damage, accidents, or losses to any vehicle.
- 9.4. Larger vehicles such as but not limited to vans or lorries will need to have approval from the Venue to park at the Premises.
- 9.5. Parking is not permitted on Fair Acres.

10. EQUIPMENT AND PROPERTY

- 10.1. The Venue accepts no responsibility for any property brought on to or left at the Venue by the Hirer or its agents, contractors or invitees, and all liability for loss or damage in relation to the same is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of the Hire Period.
- 10.2. Property which is left at the Venue will be automatically disposed of 15 days after the Event and may charge the Hirer any costs incurred.
- 10.3. The Hirer shall keep the Venue indemnified against any liability incurred by it to any third party whose property is disposed of by the Venue in the mistaken belief held in good faith (which shall be presumed unless the contrary be proved) that such property belonged to the Hirer.

11. LICENCES

- 11.1. The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Venue against the consequences of the Hirer's failure to do so.
- 11.2. Where the use of the Venue's Premises Licence is permitted, the Hirer shall ensure compliance with the conditions of such Premises Licence.
- 11.3. The Hirer shall not apply for a Temporary Event Notice (TEN) without the written permission of the Venue.
- 11.4. Where a TEN is in place, any person attempting to buy or consume alcohol who looks like to be under the age of 25 years must show and be asked for identification proving they are over 18 years of age. The only forms of identification which are acceptable shall be passport, photo driving license or an ID card bearing the PASS logo.
- 11.5. Any refusal of alcohol must be written in a Refusals Book which will be kept on the Premises.
- 11.6. The Hirer shall ensure that they have all permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any authority or person in respect of the Event. This includes where required a licence issued by the Performing Rights Society and any copyright permission.

12. CONTRACTORS/SUPPLIERS

- 12.1. The Hirer is responsible for any damage caused by their contractors, subcontractors or suppliers regardless of whether the Venue has referred/recommended them. The Venue will not be liable for those third party service providers.
- 12.2. It is recommended that the Hirer shall provide a copy of these Terms and Conditions to their contractors and will ensure that such contractors comply with the conditions and restrictions.
- 12.3. All suppliers are to complete a risk assessment prior to commencing the service and to present the document to the Venue if requested.

13. GENERAL REGULATIONS

- I. The Hirer shall ensure that nothing is done on or in relation to the Venue in contravention of the law(s) relating to gaming, betting and lotteries.
- II. The Hirer must ensure that the audiences, guests, performers or suppliers do not enter any areas of the Premises other than those agreed in the Quotation Proposal.
- III. The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of the Venue) are displayed or offered for sale on the Premises.
- IV. Any items deemed to be of an offensive or inappropriate nature by the Venue shall be removed from display or sale immediately on the request of the Venue.

- V. Smoking and/or vaping is not permitted in the Building or building grounds. The Hirer shall ensure there is no smoking and/or vaping at the Premises and any person who breaches this shall be asked to leave the Venue immediately.
- VI. If any smoking occurs directly outside the building grounds, the Hirer shall ensure that cigarette ends, matches etc are disposed of in a responsible manner.
- VII. No animals, except assist dogs are permitted at the Premises, unless approval from the Venue.
- VIII. No illegal drugs may be brought or used on the Premises.
- IX. No outside sound equipment may be utilised in the Premises without prior agreement in writing, this includes microphones and recording equipment.
- X. No confetti or such similar items are permitted, otherwise a clear up fee (est. £200-300) shall be paid by the Hirer.
- XI. No smoke machines may be permitted at the Premises.
- XII. Furniture, equipment or any other item belonging to the Venue are not to be removed from the Premises. The stage and cupboard shelves are not to be moved.
- XIII. The Hirer shall not sell tickets during the Hire Period unless agreed with the Venue at the time of booking.
- XIV. The Hirer shall, if selling goods on the Venue, comply with Fair Trading Laws and any code of practice used in connection with such sales.
- XV. The Venue staff reserve the right to take photographs of your event or contact your photographer/videographer directly to use photographs from your event for advertising, marketing, social media and website purposes. If you are not happy with this, please let the Venue know in writing.
- XVI. All entertainment supplied by the Hirer must have pre-approval from the Venue when the deposit is paid. The Venue reserves the right to cancel any Event where the entertainment is deemed unsuitable or does not meet certain conditions. Cancellation by the Venue will fall under Clause 30.
- XVII. No bouncy castles outside the Venue premises nor any children's entertainment. Bouncy castles are permitted inside max height 8.6ft and must not be erected without the Venue's staff being present.

14. POWER SUPPLY AND ELECTRICAL APPLIANCE SAFETY

- 14.1. The Hirer shall ensure that any electrical appliances brought by them to the Premises and used shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.
- 14.2. Where an automatic circuit breaker is provided the Hirer must make use of it to protect from an excess of current in the interests of public safety. The Venue reserves the right to conduct spot checks to make sure that all equipment used in the Premises has passed the required PAT test. It is the responsibility of the Hirer to ensure that the electricity supply is appropriate for any equipment used and that any equipment used will not endanger, overload or damage the electricity supply, circuits, wiring, plugs, sockets or other equipment. The Hirer shall not interfere in any way with the electricity or gas fittings, meter fittings or fixtures on the Premises. Please speak to the Venue for further details in relation to power supply/capacity at the Premises.

15. EXPLOSIVES AND FLAMMABLE SUBSTANCES

- 15.1. The Hirer shall ensure that highly flammable substances are not brought into or used in any part of the Premises and that no internal decorations of a combustible nature (for example, polystyrene and cotton wool) shall be erected without the consent of the Venue. No decorations are to be put up near light fittings or heaters.
- 15.2. No naked flames, including ceremony fires whatsoever are permitted at the Venue at any time save for those approved by the Venue in writing and no barbeques or Liquefied Propane Gas (LPG) heating appliances are permitted on the Venue.
- 15.3. No fireworks or sparklers are permitted at the Venue.

16. HEALTH AND SAFETY COMPLIANCE

16.1 The Hirer shall comply with all health and safety requests by the Venue and must supply any documents requested promptly.

16.2 The Hirer shall be responsible for the health and safety aspects of the use of the Premises during the Hire Period including calling the Emergency Services and evacuating the Premises. It is recommended the Hirer carries out a risk assessment at the start of the Hire Period.

16.3 The Hirer shall ensure they are familiar with the:

- fire alarm points
- fire evacuation procedures, routes, refuge point and assembly point
- location of first aid kit
- location of the Accident Reporting Book
- Venue's health & safety policy

16.4 The Hirer shall

- ensure clear and unobstructed access and regress is maintained to all emergency exits in the Premises
- ensure fire doors in the Premises are not be propped or left open at any time
- familiarise visitors with the position of fire alarm points, fire evacuation routes, fire refuge points and the fire assembly point
- appoint fire wardens who are trained in emergency procedures

16.5 The Hirer is advised to carry out a practice evacuation of the Premises to highlight any points for concern.

16.6 The Hirer must report all accidents and dangerous occurrences to the Venue as soon as possible and complete the Accident Reporting Book.

16.7 All items such as equipment, costumes, props etc which are brought onto the Premises must be fire-proof and adequately insured by the Hirer. The Venue takes no responsibility for the loss or damage of such items.

17 ACCIDENTS AND DANGEROUS OCCURRENCES

17.1 Any failure of equipment belonging to the Venue or brought in by the Hirer and any faults or damage must be reported to the Venue as soon as possible.

17.2 The Hirer must report all accidents and dangerous occurrences to the Venue as soon as possible and complete the relevant section of the Venues Accident Reporting Book. Certain types of incident must be reported online (at www.hse.gov.uk/riddor) or, in the case of fatal and specified injuries, by phone to the Incident Contact Centre.

18 FLY POSTING

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Venue, and shall indemnify and keep indemnified the trustees and directors of the Venue accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the Local Authority.

19 NO ALTERATIONS

19.1 No alterations or additions may be made to the Premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Premises, including the Venue signage outside. No drawing pins, blue- tack, adhesive tape or similar on the walls or other surfaces.

19.2 Any alterations, additions, temporary fixtures or fittings approved in accordance with paragraph 19.1 above must be removed by the end of the Hire Period and the Hirer must make good to the satisfaction of the Venue any damage caused to the Premises by such removal. Any remaining property will be dealt with in accordance with 10.2.

20 RECORDING OR PUBLISHING MATERIALS

20.1 The Hirer shall not issue, publish, display or erect any advertisement, poster, programme or literature in relation to the Venue without the prior written consent of the Venue. The Hirer shall not be entitled to the use of the name "M.A. Centre, UK" or its associated logo without the prior written consent of the Venue.

20.2 No advertising shall be displayed at the Premises without the written permission of the Venue.

20.3 Any artwork or other advertising for the Event must be approved by the Venue.

20.4 A charge of £100 shall apply where the Hirer fails to comply with clauses 20.2 and 20.3

20.5 The Hirer shall not authorise or permit any recording or broadcasting of the Event, other than for personal use, nor transmit, or reproduce by film, video or television or any other means without the prior approval of the Venue. No commercially available films or videos may be shown without the Venue's prior consent.

21 DATA PROTECTION

21.1 Personal data supplied on the Quotation Proposal and or Agreement will be held and will be used in accordance with the Data Protection Act 2018 for statistical analysis, management, planning and in the provision of services by the Venue and its partners; this includes the reservation system held by a third party.

22 NO RIGHTS AND NO DEALINGS

22.1 The Agreement constitutes a limited, non-exclusive licence to use and occupy the Premises during the Hire Period and confers no tenancy or other right of occupation on the Hirer.

22.2 The Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

23 COMPLETION OF HIRE

23.1 At the end of the Hire Period, the Hirer shall be responsible for:

- Leaving the Premises and surrounding area in a clean and tidy condition including removing all rubbish or placed in the correct external bins provided, work surfaces must be cleaned, crockery including cups and cutlery washed, dried and stored if using from the Venue.
- Do not leave any rubbish by the side of the bins, dispose of outside the Premises, or if the external bins are full (lid cannot be closed completely), the Hirer is to take the rubbish away with them.
- Leaving the Venue properly locked and secured unless directed otherwise by the Venue.
- Ensuring that any contents temporarily removed from their usual positions are properly replaced and that all equipment, chairs and tables have been returned to their storage positions safely; and
- switching off all lights and closing all windows and doors.

23.2 The Hirer is to start vacating the Premises & starting to clear up min 1 hour before the end time. The Hirer, their guests and suppliers are required to vacate the car park quickly by the end time, as this is when gates will be locked. This is to prevent people gathering in the car park and causing a disturbance for neighbours. Such disturbances such as loud voices, music and other noise will reflect in the Hirer's Special Deposit automatically withheld with no refund. Music must be turned off 1 hour before the end

time. We encourage the Hirer to vacate the hall 15 mins prior to end time to allow sufficient time to exit the car park. It is the responsibility of the Hirer to pass this information onto their guests.

- 23.3 Where the hire includes use of the kitchen or kitchenette the Hirer shall ensure all crockery, utensils, cooker and fridge are left in a clean and empty condition.
- 23.4 Setting up and cleaning away/cleaning time must be allowed for and is included in your hall hire timings, the Hirer is not permitted in the Premises outside of the hours booked. If the Hirer requires additional time in order to clean and tidy the Premises, up to two (2) hours extra hire can be booked (and charged for) before the event date, subject to the Premises not already being booked. Should the provisions under this Clause 23 not be complied, the Venue reserves the right to make an additional charge, which may be deducted from the Special Deposit.

24 COMPLAINTS

Any complaints arising out of the hiring must be made in writing to the Venue within three (3) days after the expiration of the Hire Period.

25 DAMAGE

- 25.1 The Venue reserves the right to withhold all or part of the Deposit or Special Deposit to meet the cost of rectifying damage to the Venue or any part thereof including the curtilage thereof and the contents of the Venue or to any adjoining or neighbouring property arising during the Hire Period.
- 25.2 The Hirer shall indemnify the Venue for the cost of repair of any damage (including accidental and malicious damage) in excess of that covered under the Deposit or Special Deposit, which is done to the Premises or any part thereof including the curtilage thereof and the contents of the Premises or to any adjoining or neighbouring property.

26 ANTI SOCIAL BEHAVIOUR & DISTURBANCE

- 26.1 The Hirer shall not use the Venue or act in any way on the Venue as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to any adjoining or neighbouring property or to the owners, occupiers or users of such adjoining or neighbouring property.
- 26.2 The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises.

Hirer must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation devices provided at the Venue and comply with the licensing conditions. All internal and external doors and windows must be closed after 20:00, with the Hirer's guests inside the hall.

- 26.4 The Venue reserves the right to charge the Hirer up to £500 in the event of any anti-social conduct, drunk or disorderly behaviour, nuisance, disturbance, annoyance, inconvenience or interference to any adjoining or neighbouring property or to the owners, occupiers or users of such adjoining or neighbouring property. Examples of such conduct include (but are not limited to):
- Screaming children
 - Drunk and disorderly behaviour
 - Aggressive behaviour
 - Tampering with the fire safety equipment
 - Trespassing or unauthorized entry
 - Verbal abuse to staff
 - Vandalism
 - Assault
 - False Emergency Evacuation
 - Police being called out
- 26.5 Drunk and disorderly behaviour shall not be permitted either on the Venue or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or

disorderly manner shall be asked to leave the Premises immediately in accordance with the Licensing Act 2003. The Venue reserves the right to shut down an event if such behaviour occurs and appropriate steps as mentioned above are not taken by the Hirer.

26.6 CCTV cameras are installed throughout the Premises for the safety of the Hirer and the Hirer's party.

27 WAIVER AND RELEASE OF LIABILITY

27.1 The Hirer shall defend, indemnify and hold harmless the Venue and its trustees, directors, employees, volunteers, officers, agents and affiliates from and against any and all liabilities, claims, demands, actions, proceedings, damages, losses, costs and expenses of whatsoever nature on a full indemnity basis (including without limitation solicitors', surveyors' and other professional fees and expenses), which may arise out of or in connection with (a) the Hirer's actions, omissions or use of the Venue by the Hirer or the Hirer's invitees, employees or contractors, and (b) any violation by the Hirer, or the Hirer's invitees, employees or contractors of any laws, rules or regulations applicable to the Hirer, its invitees or the Venue.

27.2 The Venue accepts no liability whatsoever for any loss (including loss sustained to any materials, equipment or personal possessions of the Hirer, its contractors, staff or invitees) unless such loss or damage is due to the negligence of the Venue. The Venue will not be liable for any losses that were not reasonably foreseeable at the time that it entered into this Agreement. Unless agreed otherwise the Venue's total financial liability to the Hirer in respect of any Event shall not exceed 150% of the total Hire Fee. Nothing in this agreement excludes the Venue's liability for death or personal injury where such death or injury is a direct result of the negligence of the Venue or for fraud. Nothing in this agreement affects the Hirer's statutory rights.

27.3 Notwithstanding the above and for the avoidance of doubt, the Venue will not be responsible for any death or injury occurring as a result of games or sporting activities carried out at the Venue, including the use of inflatables.

28 INSURANCE

28.1 The Venue has public liability insurance in place. The Hirer acknowledges that the loss of any items left unattended is not covered by the Venue's insurance cover.

28.2 The Hirer is to have in force during the Hire Period public liability insurance and contents insurance (and products liability insurance where necessary) to a minimum limit of two million pounds (£2,000,000) and shall provide evidence of such policy to the Venue on request.

28.3 The Hirer is responsible for ensuring that their contractors and suppliers have appropriate insurance, which shall include public liability insurance.

28.4 It is a condition of Hire that you have Cancellation Insurance and proof must be provided to the Venue.

29 CANCELLATION BY YOU

29.1 In the unfortunate event that you have to cancel your booking or change date, you must let the Venue know in writing as soon as possible.

29.2 The Venue will charge the Hirer the following amounts in 29.3, 29.4, 29.5, which are based on the Quotation Proposal, whether the deposit only is paid or the full amount. Any cancellation will result in an administration fee of £20 which will be withheld from payment.

29.3 Events up to 5 hours (including set up and clearing away)

- If you cancel more than 14 days prior to the start date – no charges incurred, total amount refunded
- If you cancel between 8-13 days prior to the start date, – 50% of the total contractual amount (excluding the special deposit) will be retained by the Venue, with remaining 50% refunded to Hirer.
- If you cancel between 0-7 days prior to the start date – 100% of the total contractual amount is retained by the Venue (including any food & beverage, décor and entertainment) and no refund to Hirer.
- The Special deposit will be refunded in all circumstances due to a cancellation.

- 29.4 Events 6 hours and over (including set up and clearing away)
- If you cancel more than 21 days prior to the start date – no charges incurred, total amount refunded
 - If you cancel between 15-20 days, prior to the start date – 50% of the total contractual amount (excluding the special deposit) will be retained by the Venue, with remaining 50% refunded to Hirer.
 - If you cancel between 0-14 days prior to the start date – 100% of the total contractual amount will be retained by the Venue (including any food & beverage, décor and entertainment) and no refund to Hirer.
 - The Special deposit will be refunded in all circumstances due to a cancellation.

29.5 Weddings, where catering and decoration organized & managed by the Venue.

Cancellation Charges are as follows:

- If cancelled between 9 months and 6 months prior to the date of the function 40% of total function using minimum guaranteed numbers given at time of booking to be paid to the Venue
- If cancelled between 6 months and 3 months prior to the date of the function 75% of total function using minimum guaranteed numbers given at the time of booking to be paid to the Venue.
- If cancelled within 3 months prior to the date of the function 100% using minimum guaranteed numbers given at time of booking to be paid to the Venue.

29.6 A request to change the date of the Event other than for the reasons set out in Clause 30 will be treated as a cancellation of the original Event booking, and subject to Clause 29 of these Conditions. The creation of a new Event booking will be subject to the terms and conditions prevailing at that time.

29.7 Irrespective if a deposit is paid or not (Venue is tentatively booked for Hirer), where a change of date falls outside of the cancellation charges, namely 29.3, 29.4, 29.5 the Hirer can make one (1) date change at no extra charge, providing the new date falls within 6 months of the original Hire date. The Venue will charge an administration fee of £35 for a second (2nd) date change which must be payable immediately within 24 hours otherwise the Venue will unreserve the tentative booking.

29.8 The Hirer can only make two (2) date changes, subject to this Clause 29.

29.9 If the Hirer, including the Hirer's person who the Event is organized for, is unable to attend due to a positive Covid-19 test or has to self-isolate an alternative date will be supplied and has to be taken within 6 months of the original Hire start date. A full refund will only be offered after the Hirer has sent through proof of the positive result from the NHS website.

30 CANCELLATION BY US

30.1 If a booking has to be cancelled by the Venue, we will give you as much notice as possible and we will refund the deposit to you in full, all other cancellation charges outlined above will not apply.

30.2 The Venue will be entitled to cancel a booking in the following circumstances:

30.2.1 If the Venue fails to receive full payment by the Payment Date Deadline. In such circumstances, any deposit or additional monies paid will not be refunded and you agree to the cancellation charges in schedule in clause 29 above.

30.2.2 By any reason outside the Venue's control. If a booking has to be cancelled by the Venue, it will take reasonable steps to offer an alternative booking, to be taken within 6 months of original Hire date. If the Hirer does not accept the alternative offered, the Venue will return the fees paid up to that date. An alternative date will not be offered when Events have been cancelled by the Venue due to failure to receive full payment of the Hire Fee by the Payment Date Deadline as outlined in clause 30.2.1 above.

30.2.3 The Head Office of the Venue decides to make an unexpected visit, in which case 30.2.2 would apply; or change in policy.

30.2.4 If, due to Government restrictions and guidelines, the Venue has to close or limited restrictions in place.

30.4 If the Hirer has a regular booking for the hire of the Premises the Venue reserves the right to renew, vary or cancel any such regular arrangements.

30.5 The Venue will not be liable for any losses caused by any type of cancellation, alteration or any disruption to the Event due to circumstances outside of the Venue's control. The Venue shall not be liable to the Hirer or their suppliers or any other party for any resulting direct or indirect loss or damages whatsoever.

31 ACCESS

The Hirer shall allow the police/regulatory authority or the Venue or their officers, servants or agents to access the Premises or any part thereof at all times during the Hire Period. The Hirer must not impede in any way the Venue's or its officers, servants or agents in the exercise of the Venue's rights of possession and control of the Premises.

32 AMENDMENTS

32.1 The Venue reserves the right to amend the Terms and Conditions of Hire from time to time in its sole discretion.

32.2 No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

32.3 The Hirer may be subject to additional terms and conditions depending on the purpose of the hire, such as Weddings, and other large scale events. The Venue will provide these terms if applicable.

33 ENTIRE AGREEMENT

33.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

33.2 Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

33.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

33.4 Nothing in this clause shall limit or exclude any liability for fraud.

34 WAIVER

No failure or delay by the parties to exercise any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

35 SURVIVAL

35.1 Any provision of these Terms and Conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Terms and Conditions shall remain in full force and effect.

35.2 Termination or expiry of these Terms and Conditions shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Terms and Conditions which existed at or before the date of termination or expiry.

36 SEVERABILITY

If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Terms and Conditions.

37 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No provisions of the Agreement which confer benefits upon any third parties shall be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any such third party. The terms of the Agreement may be rescinded or varied by the parties to this Licence without the consent of any third parties.

38 GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising in any way in relation to these the Agreement

