## IMPORTANT NOTICE: IT IS YOUR RESPONSIBILITY TO ENSURE YOU READ AND UNDERSTAND THE TERMS AND CONDITIONS CONTAINED WITHIN THIS DOCUMENT BEFORE MAKING ANY BOOKING.

We may, at any time, and at our sole discretion, amend or update these terms and conditions (including any schedules therein), with or without notice to You. Any such amendments and updates will be effective immediately upon public posting. Your continued use of Our services following any amendments and updates constitutes Your acceptance of these modified terms.

## DEFINITION AND INTERPRETATION

The following definitions apply in this Licence.

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| **Access Times** | means the access date(s) and time(s) to the Premises as set out in the Confirmation of Booking. |
| **Additional Services** | means the additional facilities and services indicated in the Confirmation of Booking which may include Catering Services and any other facilities or services provided by Us or Our contractors. |
| **Agent** | means The University of West London of St Mary’s Road, Ealing, London W5 5RF. |
| **Applicable Law** | means all applicable laws, statutes, regulations and codes from time to time in force. |
| **Booking** | means the booking of the Premises, Catering Services and any Additional Services for the Hire Period made under the Licence. |
| **Booking Form** | means the form which You send to Us (and/or Our Agent) detailing Your requirements for Your Booking, including the parts of the Premises You wish to hire, the Catering Services and/or Additional Services, You wish to purchase, the Hire Period, Purpose of the hire and the Number of Delegates. |
| **Catering Services** | means any catering, food, drinks, or bar services provided by Us (or Our contractors) at the Premises. |
| **Competent Authority** | means any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers. |
| **Confirmation of Booking** | means an email confirmation of the Booking by Us and/or Our Agent. |
| **Data Protection Legislation** | means: (i) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of personal data to which a party is subject, including the UK Data Protection Act 2018 **(“DPA”)** and the UK GDPR and all legislation enacted in the UK in respect of the protection of personal data; and (ii) any code of practice or guidance published by the Information Commissioners Office (or equivalent regulatory body) from time to time. |
| **Delegates** | means Your employees, officers, guests, contractors, suppliers, and all persons attending the Event during the Hire Period (but not including any of Our employees or Our direct contractors). |
| **Event** | means the event or other use in respect of which the Booking is made, the details of which are set out in the Confirmation of Booking. |
| **Fees** | means the fees indicated in the Confirmation of Booking. |
| **Hire Period** | means the period of hire (and Access Times) as indicated in the Confirmation of Booking, subject to early termination as provided in this Licence. |
| **Licence** | means the agreement between Us and You comprising the Confirmation of Booking, these terms and conditions and its schedules. |
| **Necessary**  **Consent** | means all planning permissions and all other consents, licences, permissions, certificates,  authorisations and approvals whether of a public or private nature which shall be required by any competent authority for the Purpose. |
| **Number of Delegates** | means the number of Delegates indicated in the Confirmation of Booking. |
| **Premises** | means the designated area(s) (including room(s)) as indicated in the Confirmation of Booking at Ruskin College Dunstan Road, Headington OX3 9BZ, including the washroom, outside areas, necessary access routes, communal areas and any other facilities to which You or the Delegates are approved to access under this Licence for the purpose of the Event. |
| **Purpose** | means the purpose for which You are booking the Premises, as indicated on the Confirmation of Booking, namely the provision by You of the Event. |
| **Representatives** | means in relation to Us, any and all directors, officers, full time or part time employees, agents, consultants, contractors and subcontractors of Us. |
| **UK GDPR** | has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA. |
| **VAT** | means value added tax or any equivalent tax chargeable in the UK. |
| **Working Day** | means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business. |
| ‘**We**’, ‘**Us**’, ‘**Our**’  ‘**Licensor**’ | means the Ruskin College (company number: 00066196 of Dunstan Road, Headington OX3 9BZ) as indicated in the Confirmation of Booking. |
| '**You**', ‘**Your**’ and  **'Licensee'**, | means the body (or individual if no body is indicated) indicated in the Confirmation of Booking. |

## LICENCE

* 1. Subject to the Licence, (including any policies, rules and regulations We notify to You from time to time regarding the use of any part of the Premises) and payment of Fees:

1. We grant to You, only for the duration of the Hire Period (and during the Access Times), the right to occupy and use the Premises in accordance with the terms of this Licence and solely for the Purpose of the Event;
2. We agree to use reasonable endeavours to provide to You (or procure the provision to You of) the Catering Services and/or any Additional Services as set out in the Confirmation of Booking;
3. We reserve the right to enter (and allow Our Agent and/or Representatives to enter) for any reason any part of the Premises at any time and remain at the Premises for all purposes without any interference by You and Your Delegates. You shall not enter any part of any of Premises which is not specified in the Confirmation of Booking (other than communal areas or otherwise strictly necessary for entry or exit into the Premises); and
4. Your Licence is with Ruskin College. All administration and communication in respect of your Booking will be processed by Our Agent.

## BOOKING PROCEDURE AND DETAILS

* 1. The following procedure must be followed in order to make a Booking with Us:
     1. You must complete and send to Our Agent a Booking Form, specifying the requirements for Your Booking as indicated on the Booking Form. This will constitute an offer by You to hire the Premises and to purchase the Catering Services and/or Additional Services (as relevant) in accordance with these terms and conditions and We will be under no obligation to accept or confirm such Booking. Receipt of Your Booking Form will not bind Us to accept Your Booking and all Bookings are provisional until You receive a Confirmation of Booking from Our Agent;
     2. We may, at Our discretion in accordance with clause 3.1.1 above, send You via Our Agent a Confirmation of Booking which will constitute Our acceptance of Your Booking. The Licence shall be created between You and Us when Our Agent send a Confirmation of Booking to You on our behalf; and
     3. You should read and understand the Confirmation of Booking carefully to ensure that all information contained therein is correct and sign and return a copy to Our Agent within five (5) Working Days after the date of the Confirmation of Booking to confirm that this is the case. We reserve the right to cancel, release and resell Your Booking if We do not receive Your signed Confirmation of Booking within that period or to proceed as if you had signed and returned the Confirmation of Booking.
  2. You warrant that all information that is provided by You to Us and Our Agent in the Booking, Confirmation of Booking or elsewhere relating to (including without limitation) the Premises, Event, Number of Delegates, Catering Services and/or Additional Services is accurate and complete. You understand that We and Our Agent is relying upon this information and should this information prove not to be accurate or complete You will bear any liability arising.
  3. If You wish to make any changes to the Booking details as set out in the Confirmation of Booking, You must make a request to Our Agent in writing or by email. You acknowledge that We have the right to reject, or to reasonably increase the Fees as a result of, such requests.
  4. If We agree the changes to the Booking details with You, Our Agent will issue an updated Confirmation of Booking to You. You acknowledge that once We send the updated Confirmation of Booking to You, this (and the Booking details and Fees therein) supersedes all early Confirmation of Booking forms (whether or not You sign it).
  5. You must notify Our Agent in writing of any final Booking details (including timings and any special requests, and other details which have not been completed in the Confirmation of Booking), and final numbers for the Catering Services, at least 14 (fourteen) days prior to the beginning of the Hire Period.

## PAYMENT

* 1. You must pay the Fees in the amounts and on the dates specified on the Confirmation of Booking (time of payment of the Fees is of the essence), whether or not We issue an invoice. If We do not receive the Fees by these dates We reserve the right to:

1. cancel Your Booking and terminate this Licence immediately on notice to You. For the avoidance of doubt You will remain liable for any outstanding Fees due; or
2. suspend provision of the Event including access to the Premises, Catering Services and/or Additional Services to the extent that You have not paid for the same.
   1. Payment must be made in pounds sterling (GBP) to a bank account as may be notified from time to time by Us or Our Agent. We reserve the right to pass any bank charges, transaction fees or similar resulting from exchange of foreign currency payments by or to You.
   2. Unless otherwise stated, the Fees exclude VAT, which You agree to pay at the prevailing rate where applicable.
   3. Without prejudice to Our right to cancel the Booking and terminate the Licence and any other rights and remedies under this Licence, in the event of payment of Fees not being received by the date(s) indicated in the Confirmation of Booking, We will be entitled to charge You compound interest (on a daily basis) on any outstanding Fees at 8% above the current payable Barclays Bank plc base rate, as at the date when payment became due, for each month or part of month that the Fees remain unpaid.
   4. We reserve the right to set-off sums owed by Us (or Our Agent) against sums owed by You to Us or Our Agent.
   5. All amounts due from You under this Licence shall be paid in full without any set-off, counterclaim, deductions or withholdings (for or on account of any tax). If any Applicable Law requires You to make any deduction or withholding in respect of tax from payments due under this Licence, You must pay, at the time that payment is due, such additional amounts as are necessary to ensure that, after the making of that deduction or withholding, the net payment paid to Us is equal to the amount which You would have paid had no such deduction or withholding been made.

## CANCELLATION

## All cancellations must be made in writing to [venues@uwl.ac.uk.](mailto:venues@uwl.ac.uk)

* + 1. The following cancellation charges shall apply if You cancel the Booking:

### Cancellation 151 days or More Notice

* + - 1. If You give notice to cancel 151 days or more prior to the start date of the Hire Period You shall be liable to pay 30% of the Fee on the Booking Form.
      2. Where full payment of Fees has been made by You, We will refund You the Fee minus 30% of the Fee.

### Cancellation 31 days or More Notice

* + - 1. If You give notice to cancel 31 days or more prior to the start date of the Hire Period You shall be liable to pay 70% of the Fee on the Booking Form.
      2. Where full payment of Fees has been made by You, We will refund You the Fee minus 70% of the Fee.

### Cancellation 30 days or Less Notice

* + - 1. If You give notice to cancel 30 days or less prior to the start date of the Hire Period You shall be liable to pay 100% of the Fee on the Booking Form.
      2. Where full payment of Fees has been made by You, You will not be entitled to any refund of the Fee.

### Amendments or Cancellation by Us

* + 1. If We for reasons (directly or indirectly) beyond our control (or for any other reason) need to cancel or make any amendments to Your Booking, We shall use reasonable endeavours to offer an alternative choice of venue or facilities which will be of an equal or higher standard to those set out in the Booking.
       1. Where an alternative choice of venue or facilities is offered to You, if You reasonably believe that the standard of the venue or facilities We offer is below that of the Premises , You shall notify Us in writing, setting out Your reasons, and We shall (acting reasonably) refund such proportion of any pre-paid Fees as We believe are reasonable to reflect any difference in standard of the venue or facilities.
       2. In circumstances where an alternative venue or facilities cannot be provided, We will refund you any Fees paid in advance and We (and Our Agent and Representatives) accept no liability hereunder to You and/or Your Delegates.
    2. We may cancel the Booking (and terminate this Licence) at any time before or during the Hire Period, or refuse entry to or require You or any of Your Delegates to immediately leave the Premises during the Hire Period, if:
       1. You are the subject of any situation of insolvency or equivalent situation including but not limited to: (i) where the Licensee is a company, the passing of a resolution/court order that the Licensee should be wound up or an administrator appointed or the Licensee makes an arrangement with its creditors or a receiver, manager or administrator on behalf of a creditor is appointed or circumstances arise which would entitle the court or a creditor to take such action; or (ii) where the Licensee is an individual or partnership, the Licensee (or any part of it) becomes bankrupt or has a receiving order made against it or enters into or purports to enter into any arrangements with or for the benefit of its creditors;
       2. We receive information that the Event or any of Your (or Your Delegates’) actions or inactions might, in our opinion, prejudice Our reputation (including the reputation of the Premises) or Our Agent’s reputation or expose Us or Our Representatives to legal action, and/or We believe there is a threat to the safety of persons or property at the Premises;
       3. You are in arrears of payments due to Us;
       4. You intend to Use the Premises for any Purpose other than that specified in the Confirmation of Booking and this Licence;
       5. the provision of the Event (or any activities taking place as part of or in connection with the provision of the Event) may lead to a breach of the peace, or acts of violence may occur or damage may be caused to the Premises and/or its contents;
       6. the nature of the Event or of any item in its programme is such as to render it undesirable that it should take place at the Premises;
       7. We become aware of any alteration in Your financial situation;
       8. if any Delegate refuses to, or appears to be unable to, alter any aspect of behaviour that causes a nuisance or unreasonable disruption or is otherwise unacceptable to Us; or
       9. You or Your Delegates fail to comply with any terms and conditions of this Licence.

### Upon cancellation:

* + 1. Where cancellation occurs during the Event, You shall (and You must procure that each of Your Delegates shall) immediately vacate the Premises;
    2. We may keep all sums paid by You, and You must immediately pay the balance of any amounts due under the Licence as if it had not been terminated, and You will in addition be liable for all or any unrecoverable losses, or costs incurred by Us, or for which We may become liable in connection with the Booking or the cancellation of the Licence; and
    3. You and Your Delegates shall have no claims against Us and Our Agent for any costs, expenses, loss, liability, or damage You may sustain or have sustained or incurred in consequence of such cancellation by Us.

## YOUR OBLIGATIONS

### Use of the Premises

You must (and must ensure that each of Your Delegates shall, as relevant):

1. not do or omit to do anything which may cause Us or Our Agent to lose any licence, authority, consent or permission on which it relies for the purpose of conducting its business and obligations under this Licence;
2. only use the Premises for the permitted Event and for no other purpose;
3. only allow Your Delegates (and not allow any other person (except persons authorised by Us)) to use, occupy or share the Premises and/or any part of the Premises;
4. not enter into any other part of the Premises (except to the extent necessary to access the Premises and the communal areas) which are not specified in the Confirmation of Booking;
5. ensure the number of Delegates does not exceed the numbers specified in the Confirmation of Booking;
6. maintain the Premises in a clean, tidy and safe condition during the Hire Period;
7. not cause any damage to the Premises or any part of it or its contents and You will report any damage or defect caused to Us promptly. If you fail to notify Us promptly and further damage arises which was avoidable, You shall be responsible for and pay to Us any such additional costs that may arise;
8. not fix items to the walls, floors or ceilings without Our prior written consent, and shall not alter, move, tamper or interfere with, any contents, fixtures, fittings, facilities or utilities, including (without limitation) electrical power, heating, lighting, gas, water, telephones, or electrical or other equipment or materials at the Premises without Our prior written consent;
9. conduct, promote and manage the Event in a reputable, lawful and orderly manner, having due regard to the Premises and its surroundings and to Our integrity and reputation;
10. not use the Premises in such a manner as to be a nuisance or annoyance to the occupiers of the Premises or adjoining or neighbouring premises;
11. provide Us promptly on request with an accurate and up-to-date agenda, production schedule, and/or other schedule for the Event;
12. report lost or stolen keys, access cards or electronic passes to Us immediately and pay Us on demand the reasonable charge We levy for replacement keys, access cards or electronic passes;
13. report any accident, injury or near miss occurring at the Premises to Us as soon as reasonably possible comply with all safety, emergency and evacuation procedures in place in respect of the Premises including without limitation attending and complying with all practices and emergency drills which may occur at the Premises during the Hire Period;
14. permit Our Representatives, to have access at all times to the Premises, and You must (and must procure that each of the Delegates shall) comply with all of Our and/or Our Representatives’ reasonable instructions;
15. seek Our prior written consent should you wish to use any services for the Event which will be supplied by a third- party at the Premises and if approved by Us: (i) such third-party supplier shall maintain the insurances (and the minimum levels) as required by Us; and (ii) You shall be responsible for the acts and omissions of the third-party;
16. not commit, or allow any Delegate to commit, any harassment or threat of harassment on any ground but in particular race, colour, religion, sex, sexuality, gender or disability that may interfere with the peace and comfort of, or cause offence to, any person in the Premises;
17. not keep any firearms, offensive weapon or explosive material in the Premises; and
18. not do or omit to do anything which might endanger Us, Our Agent, Our Representatives or any Delegate, or invalidate or make void any policy of insurance relating to the Premises and/or its contents, or which has the effect of increasing the premium payable for such insurance.
    1. You agree to indemnify Us and keep us indemnified in full against all losses, claims, demands, proceedings, damages or actions brought against Us or our Agent relating to the actions or omissions of You and/or Your Delegates and for any other liability arising from the breach of any terms of this Licence by You or Your Delegates. Your liability under the indemnity under this Clause 6.2 is unlimited.
    2. You acknowledge and agree that we are entitled to exclusive possession of the Premises and nothing in this Licence gives any proprietary interest whatsoever to You or Your Delegates or confers exclusive possession of the Premises or creates any relationship of landlord and tenant.
    3. We and/or Our Agent, or contactors or nominated Representatives cannot accept any responsibility for Your and Your Delegates personal belongings (including without limitation for the safety of or damage to or loss of any personal property) which are deposited at the owner’s own risk and You are strongly advised to take out appropriate insurance against loss or damage by theft or any other circumstances.

### Delegates

* + 1. At all times You shall be responsible for the acts and omissions of each of the Delegates.
    2. You shall without delay and at no extra cost provide a full and complete list of the names of all Delegates and such other information reasonably required by Us (or Our Agent) to Us (or Our Agent) at least 14 days before the Hire Period. Any additions to this list cannot be made once the date of hire has commenced without Our consent.
    3. If Your Delegates are under 18 years of age, you shall without delay provide to Us the date of birth of the Delegates if so requested.
    4. We reserve the right to carry out any background checks on You and Your Delegates before or during the Hire Period.
    5. You shall ensure that Your Delegates provide proof of identity on arrival at the Premises.
    6. We reserve the right to refuse permission to or evict any person (including any Delegate) from the Premises at any time.
    7. You shall ensure that a suitably authorised and responsible representative or group leader is present and available throughout the Hire Period, and who shall be responsible for supervision and charge of Delegates and in particular shall be responsible for: (i) ensuring the Event runs smoothly; and (ii) liaising with Us and our Agent during the Hire Period.
    8. Where Your Delegates’ have a disability their special needs is provided with all the necessary supervision and treatment by You and You will provide Us with details of where You require Us to make reasonable adjustments at least 14 days before the start of the Hire Period. We will use our reasonable endeavours to meet Your requirements however it may not be possible for Us to accommodate particular needs.

6.6 **Compliance**

* + 1. You shall ensure that You and all Delegates comply with all Applicable Laws applicable to the Premises including but not limited to all health and safety laws and all safety policies and such other policies applicable at the Premises;
    2. You shall not cause a nuisance or unreasonable disruption to Us, Our Agent, Our Representatives or to any third party at or in the vicinity of the Premises or elsewhere;
    3. You shall be responsible for obtaining such licences as may be needed for the purpose of hiring the Premises. You must inform Us of all licences that are applied for and provide Us with copies of those licences upon request; and
    4. You shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority and emergency services, (Local Authority, the Local Magistrates Court particularly in connection with any event which includes public dancing or music or other similar public entertainment).

### Children and Vulnerable Adults

* + 1. If any children under 18 and/or vulnerable adults is a Delegate, You must ensure that You declare so in the Booking Form.
    2. You are required to sign Our Child Safeguarding Form acknowledging that You have read, understood and will adhere to its terms and conditions.
    3. You are responsible for the care and safeguarding of any children under 18 and/or vulnerable adults attending the Event during the Period of Hire. You must ensure they are supervised by a responsible adult at all times.
    4. You shall comply with all statutory obligations in respect of safeguarding and shall act in accordance with all guidance and codes of practice issued and amended from time to time.
    5. You shall ensure that all supervisors, employee, volunteers attending the Event have undergone appropriate checks and clearance procedures (including DBS checks and undergone training where appropriate).
    6. You must demonstrate that You have suitable policies and procedures in place for safeguarding and provide Us with copies at least **14 working days before** the commencement of the Hire Period.
    7. We reserve the right to terminate the Booking if You do not have suitable safeguarding policies and procedures in place and/or have not provided Us with copies **14 working days** before the commencement of the Hire Period.
    8. We reserve the right to carry out, depending on the level of contact, any necessary and appropriate DBS checks.
    9. You must adhere to Our (or Our Agent’s) policies, regulations and instructions in respect of safeguarding of under 18s and/or vulnerable adults at the Premises.
    10. We reserve the right to refuse access to the Premises to any children We believe are unsuitably supervised until such time as You make proper supervision available.
    11. You must ensure that adequate measures are put in place in relation to the health and safety of children in Your care.
    12. You will be responsible for managing and ensuring that all children in Your care are escorted off the Premises in the event of a fire evacuation.

### Restrictions

You will (and procure Your Delegates will):

1. not bring or consume alcoholic drinks into any part of the Premises unless approved by Us;
2. not smoke or use e-cigarettes anywhere in the Premises except in designated areas;
3. not allow animals or pets of any kind, except guide dogs, into the Premises;
4. not bring, or allow any Delegates to bring, any drugs (except for medical purposes) into the Premises;
5. not display or use any of Our and/or Our Agent’s name, logos or branding, or any part of the Premises without our (and as applicable Our Agent’s) prior written consent (including its form and medium);
6. not play ‘loud’ type of music through any amplification system larger than a portable domestic use CD player on the Premises;
7. not carry out activities involving danger to the public;
8. not bring any dangerous combustible explosive or illegal substances or any items prohibited by Our Premises licence into the Premises or use candles, oil burners or heaters in the Premises;
9. not take photographs or make video recordings at the Premises without agreement in advance from Us in writing; and
10. not display any signs or notices on the Premises.

### Vacating the Premises

* + 1. You shall leave the Premises no later than at the end of the Access Time on each day of hire and shall ensure that the Premises and surrounding areas are left in a clean and tidy condition, properly locked and secured unless otherwise directed and any contents temporarily removed from their usual positions properly replaced, otherwise We may make an additional charge.
    2. Should You overrun and leave after the end of the Access Time on a day of hire, You will be subject to an overrun fee of 150% of the hourly Fee plus VAT per Premises hired, per day or part day during which You overrun.
    3. You shall be responsible for removing any excess refuse generated by You and Your Delegates from the Premises.
    4. You acknowledge and agree that:
       1. We shall be entitled to destroy or dispose of any items left behind within seven (7) days of the end of the Hire Period in the event that they are not collected;
       2. We (and/or Our Agent) shall not be liable to You and the Delegates in respect of such disposal; and
       3. You will indemnify Us against any liability We may incur to a third party whose property has been so disposed of or destroyed.

### Catering

* + 1. All catering must be booked through Us and delivered by Our approved on-site supplier.
    2. No alcohol can be brought onsite unless agreed by Us and the relevant corkage fees are paid in advance.
    3. All catering orders (including any specific dietary requirements or allergen information) must be communicated to Us accurately and placed at least 7 Working Days in advance. We do not guarantee that We will be able to accommodate all dietary requirements.

## HEALTH AND SAFETY

* 1. You shall (and ensure that the Delegates shall) comply in all respects with all health and safety laws and all health and safety policies and safety systems available on our website or notified to You. You shall be solely responsible for ensuring that all of Your, and Your Delegates’, activities, practices, and equipment at the Event and Premises are safe and do not cause injury to any person or damage to any property.
  2. You shall ensure that all Your Delegates at the Premises shall be permitted appropriate breaks.

### Risk Assessment

If We request a risk assessment in relation to the Event, safeguarding or any of Your activities (including any setup and rigging or de-rigging activity) equipment, or materials which are, or will be, brought into the Premises, You (at Your own cost and expense) shall promptly (and in any event at least seven (7) days prior to the event) provide such risk assessment to Us. You shall comply with all Our directions and our responsibilities contained in any risk assessment documents We provide to You.

### Fire Evacuation

You shall comply with (and ensure the Delegates comply with) any evacuation procedure, documents or guidance with respect to the Premises provided to You and shall ensure that all Delegates are informed of the evacuation procedure, the location of escape routes, fire extinguishers and exit doors.

### Fire Safety

* + 1. All equipment and materials brought into the Premises by You or Your Delegates must meet recognised safety standards and possess all relevant fire retardant properties.
    2. You shall (and shall procure that each of Your Delegates shall):
       1. ensure that no fire doors are jammed open;
       2. ensure that fire-fighting apparatus is left in its proper place and only used for its intended purpose; and
       3. not cause an obstruction to any means of escape from the Premises (including emergency exits) and report any obstruction to Us.

## EQUIPMENT

* 1. You must inform Us in writing prior to the hire date of any large, heavy, technical, specialist or unusual equipment You (and Your Delegates) intend to bring into the Premises and provide a list of all such equipment to Us promptly on our request. You shall provide Us with a plan of how such equipment will be delivered, installed and used. You shall comply with that plan and all of our Representatives’ directions in respect of such equipment.
  2. All equipment brought into the Premises must:

1. be thoroughly checked to ensure it is intact and fit for purposes before being brought onto the Premises; and
2. have a valid Portable Appliance Testing (PAT) certificate which is dated less than a year before the end date and any equipment which does not have such a certificate may not be used in the Premises.
   1. You will not use Our equipment unless specified on the Confirmation of Booking or without our prior written consent.

## FORCE MAJEURE

* 1. We shall not be liable for any failure or delay in the performance of Our (and Our Agent’s) obligations or loss or damage caused by, suffered or incurred by You or the Delegates as a result of any event beyond Our control, which includes (without limitation) the breakdown of machinery, failure of supply of electricity or other utilities, leakage of water, fire, flood, explosion, strike or labour dispute, external road or building works, act of terrorism or any circumstance outside of Our control which may cause the Booking or the Event,, Catering Services or Additional Services to be interrupted or cancelled.
  2. If, due to an event beyond Our Control, We are (in our reasonable opinion) unable wholly or substantially to provide the Premises and/or to provide the Catering Services and/or the Additional Services or otherwise perform Our obligations to You, We will promptly notify You accordingly and will either:
     1. use reasonable endeavours to offer You an alternative premises and/or services (as appropriate); or
     2. refund Your Fee in full and terminate this Licence immediately.
  3. You agree to comply with, and procure that all Delegates comply with, any measures which We may communicate to You to ensure the safety of our staff and Delegates at the Premises.
  4. We shall not be liable for damage or loss to Your and Your Delegates' equipment, vehicles and/or any belongings or that of anyone connected with You.
  5. You will indemnify Us and keep Us indemnified in full against all liabilities, costs (including legal costs), expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit and loss of reputation) suffered or incurred by Us arising out of or in connection with (and whether as a result of negligence or otherwise):

1. any loss or damage to our property or a third party’s property or to the Premises or any of its contents or injury to any person caused by You or any of Your Delegates (including but not limited to repair or cleaning);
2. damage caused by You or the Delegates which prevents the Premises or any part of it, or any of its contents being used; and
3. any breach of clause 6 obligation clause.

## RESERVATION AND RIGHTS

* 1. We reserve the right to remove a child or children (including an Delegate) from the Premises if in our opinion:

1. the health and safety of the child or children is at risk;
2. the child or children are presenting a health and safety risk to others; or
3. the work of Representatives or students is being disrupted or inconvenienced.
   1. We reserve the right by giving You not less than one (1) Week’s prior notice to cancel the use of the Premises on any particular hire day in the event of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or By-Election or for any other purposes which, in our reasonable opinion have priority over the purpose of the hire and in that event We will refund any monies received in advance for the period of hire. In the event of the Premises or any part thereof being rendered unfit for the use for which it has been hired We shall not be liable to You and Your Delegates for any resulting damage or loss whatsoever.
   2. We reserve the right to carry out building works on the Premises. If in the event building works are carried out during the Hire Period which significantly impacts on the Event, We will refund You a reasonable proportion of the Fees to be determined in Our reasonable opinion.
   3. We reserve the right to terminate the Licence on 24 hours’ notice (or immediately in case of emergency caused by breach) given by Us at any time following any breach by You (or Your Delegates) of Your obligations under this Licence and following such termination You shall not be entitled to any refund of the Fee or any part thereof.
   4. The Licence is granted on the undertaking by You and Your Delegates that You shall not use the Premises as a platform to promote and/or incite, violence or endanger the liberty of members of the public on grounds of their age, colour, creed, disability, ethnic or national origin, family responsibilities, gender, marital status, political beliefs, race, religion and belief, sex (including sexuality and sexual orientation), socio-economic background, or any other discrimination. We reserve the right to terminate the Licence immediately if You are found to be in breach of this clause.
   5. We reserve the right to relocate the Event to an alternative room of the same or different size within the Premises, provided such alternative room has the capacity to hold the number of Delegates for the Event and is of a similar standard to the original room.

## DATA PROTECTION

* 1. Our Data Protection Policy and Privacy Notice (as may be updated from time to time) is available on our website. These set out how We retain and Use Your (and Your Delegates’) personal data (as defined in the Data Protection Legislation) that You provide Us in respect of Your Booking. You should make sure that You and Your Delegates are aware of and read through our Data Protection Policy and Privacy Notice.
  2. You hereby confirm that You are legally entitled to share the personal data of Your Delegates with Us (including details of any food allergies or special dietary requirements which may constitute special category data) and that We are legally entitled to share such personal data with Our Representatives and any relevant third-party to enable Us to provide (or procure the provision of) the Catering Services and/or Additional Services and to deliver Our obligations under the Licence.

## USE OF RECORDED OR LIVE MUSIC

* 1. We are a Performance Rights Society (‘**PRS**’) licensed venue supplier. If Your Event involves the public use or performance of music-related material (excluding worship music) you may be required to pay a PRS charge. If your Event is held at a premises which is not owned by Us, please check with Us whether the venue has a PRS licence.
  2. We are obliged to comply with PRS legislation, which means that the performance or Your use of PRS controlled music must be authorised by Us and all royalties charged via Us in accordance with PRS rules and policies. Please contact Our sales executive for further details of the charges likely to be incurred based on the requirements of your Event. All charges will incur value added tax.
  3. We are obliged to disclose details of all music-related public events that take place on our Premises. All charges levied by us in this respect are passed entirely to the PRS. (This does not apply to “Grand Rights” – see below clause).
  4. You may only use recorded or live music, or music-related material, if you have;

1. indicated so in the Booking Form,
2. provided Us with a completed PRS Music List Questionnaire (supplied by Us) detailing a full list of all the music material You will use including the artist and song titles of recorded or live music played during the Hire Period (excluding worship music); and
3. paid in full the charges, fees or penalties paid by us to PRS in respect of your Booking, as notified to You by Us.
   1. In order for the appropriate charge to be calculated We will need to disclose certain information to the PRS. For the majority of events the royalty is calculated on numbers attending. Please note that all charges incur VAT. In the event that You wish to make the payments directly to PRS, a copy of Your document detailing the rights obtained to perform the work must be submitted to Us. This will then be disclosed to PRS and no further charge will be incurred.
   2. For the avoidance of doubt, for the performance of complete dramatic - musical works (which are licensed by the individual copyright owner and not controlled by PRS) You are responsible for obtaining the appropriate license giving permission for public performance (‘**Grand Rights**’).
   3. A copy of your document detailing the rights obtained to perform the work must be submitted to Us. This will then be disclosed to PRS and no further charge will be issued.
4. **GENERAL**
   1. Your Licence will automatically terminate without notice on the last day of the Hire Period (subject to earlier termination or cancellation), provided that any provisions which expressly or by implication continue or come into force after termination or expiration (and any accrued rights, remedies and obligations (including payment obligations), limitations and/or exclusions of liability) shall continue in full force and effect.
   2. Each party acknowledges and agrees that no proprietary rights are conferred by the Licence.
   3. All conditions and warranties, whether express or implied by statute, common law, trade practice or otherwise, shall be interpreted subject to the Licence and insofar as they are inconsistent with the Licence shall be excluded to the maximum extent permitted by law. Each provision of the Licence excluding or limiting liability shall be interpreted separately but if any provision in the Licence is declared by a judicial or other competent authority to be illegal, void, voidable or otherwise unenforceable then that provision shall be limited or excised to the minimum extent so that the Licence shall otherwise remain in full force and effect.

### Waiver

* + 1. No failure or delay by Us in exercising any right, power, remedy or privilege under the Licence shall operate as a waiver thereof and nor shall it prevent or restrict any further exercise of that or any other right, power, remedy or privilege.
    2. Any waiver by Us of any breach by You is not a waiver of any subsequent breach.

### No Partnership

This Licence shall not constitute and shall not be deemed to constitute any relationship of partnership or agency between Us (and Our Agent) and You and shall not in any way create any lease of the Premises.

### Assignment and subcontracting

* + 1. The Licence, and any rights granted thereunder, is personal to You and may not (in whole or in part) be assigned, transferred, subcontracted, mortgaged, charged or otherwise dealt with in any other manner.
    2. We may assign, transfer or subcontract any or all of Our rights and obligations (including the delivery of the Catering Services and/or any Additional Services) under this Licence.

### Entire Agreement

* + 1. The Licence constitutes the entire agreement and understanding of the parties and supersedes any and all previous representations, arrangements, understandings and/or agreements (whether written or oral) made by Us relating to the subject matter of the Licence.
    2. You acknowledge and agree that You have previously inspected the Premises and that, in entering into the Licence, You have not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) by Us or any other person (whether a party to the Licence or not) other than as expressly set out in the Licence. You further acknowledge and agree that the only remedy available to You under or in respect of the Licence shall be for breach of Licence under the terms of the Licence.

### Third Party Rights

No third party has a right to enforce a provision of the Licence pursuant to the Contracts (Rights of Third Parties) Act 1999.

### Notices

* + 1. Notices must be given by hand, email or sent by first class post to the addresses specified in the Confirmation of Booking.
    2. Any notice given under or in connection with this Licence shall be deemed delivered:
       1. **by hand**, at the time the notice is left at the proper address;
       2. **by first class post**, at 9:00am on the second Working Day after the date of posting;
       3. **by email**, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 17.9.2(c), business hours means 9:00am to 5:00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

### Obligations

An obligation by You not to do any act, matter or thing or omit to do something includes the obligation not to cause or permit the doing or omission of any act, matter or thing (including by Your Delegates).

### Governing Law and jurisdiction

The Licence and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the exclusive laws of England and Wales and We and You Irrevocably submit to the exclusive jurisdiction of the English courts to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Licence or its subject matter or formation.