

Emersons Green Village Hall
Terms and Conditions of Hire

General

1. Definitions

- 1.1 Additional charges mean extra amounts applicable to your booking including, but not limited to, deposits and sums due for overrunning the duration of your booking.
- 1.2 Charity refers to an organisation registered with an appropriate regulator in the United Kingdom or otherwise demonstrating charitable aims to our satisfaction.
- 1.3 Clear day means excluding the day on which notice is given and the day of the event or activity.
- 1.4 Day means clear day.
- 1.5 Emersons Green Village Hall refers to the charity and building of that name. It includes the fixtures, fittings, furniture and other resources owned, managed and/or operated by Emersons Green Village Hall.
- 1.6 Hirer means the individual and/or organisation named as hirer on the completed booking form.
- 1.7 Month means a calendar month.
- 1.8 Operational Staff refers to the paid employees and workers and unpaid volunteers who carry out operational tasks at Emersons Green Village Hall.
- 1.9 Regular hire means weekly, monthly, bi-monthly or quarterly bookings for a minimum period of twelve months at any one time. The minimum period of twelve months is a rolling period, always looking ahead at the next twelve months.
- 1.10 Rolling period means a period that is recalculated daily.
- 1.11 Standard Booking Pack means the documents sent or given to you when you enquire about a prospective booking with us. The Standard Booking Pack includes, but is not limited to, information about Emersons Green Village Hall's facilities, rules, prices and service standards, our booking form, and these terms and conditions.
- 1.12 We, our and us refers to Emersons Green Village Hall and/or its Operational Staff as appropriate.

- 1.13 You and your refers to the hirer and their employees, workers, contractors, customers and/or guests as appropriate.
- 1.14 Working days refers to Monday to Friday and excludes English Bank Holidays
- 1.15 References to one gender includes all genders.
- 1.16 The singular includes the plural and vice versa.
- 2. Abbreviations
 - 2.1 EGVH means Emersons Green Village Hall.
 - 2.2 SBP means Standard Booking Pack.
- 3. Legal Effect of These Terms and Conditions
 - 3.1 These terms and conditions are part of our contract with you.
- 4. Jurisdiction
 - 4.1 These terms and conditions and our contract are governed by English Law. In the event of a dispute between us, only the English Courts have jurisdiction to hear the case.
- 5. Amendments to These Terms and Conditions
 - 5.1 We reserve the right to update these terms and conditions.
 - 5.2 Any amendments will be made in writing and will apply to future bookings accepted by EGVH from the date of the amendments.
 - 5.3 Existing bookings will remain subject to the terms and conditions in effect at the time a booking was accepted by us.

Bookings

- 6. SBP
 - 6.1 The information labelled contractual in our SBP and the information supplied by you on your completed booking form are part of the terms and conditions of our contract with you.
 - 6.2 We reserve the right to update our SBP and any updates take effect immediately.

- 6.3 It is your responsibility to ensure that you have the current SBP prior to submitting your completed booking form to us.

7. On-line Booking System

- 7.1 If you use our on-line booking system to make a booking with us, your booking is provisional until we confirm it through the same system or otherwise. Any confirmation by us will be in writing.
- 7.2 You will be required to accept the equivalent of these terms and conditions through our on-line booking system as part of your booking.
- 7.3 We may also require you to agree to other terms and conditions specifically related to our on-line booking system.

8. Booking Process

- 8.1 You may enquire about room hire through our on-line booking system; in-person at EGVH; or by telephone, e-mail or post using our contact information.
- 8.2 When you make an enquiry with us in-person, by telephone, by post or by e-mail about hiring any of our rooms, we will give or send you our SBP. If we need to send you our SBP, we will do so electronically unless you request otherwise.
- 8.3 If you wish to make a booking, you must either use our on-line booking system or complete and return our booking form from our SBP. If you choose to complete and return the booking form from our SBP, we accept completed booking forms in-person or by post or e-mail.
- 8.4 EGVH will then let you know in writing, either via our on-line booking system or otherwise, if your booking has been accepted or if we cannot accept it.
- 8.5 We may impose conditions upon our acceptance, with which you must comply for a contract to be formed between us.
- 8.6 A contract is formed between you and us once we confirm in writing that we have accepted your booking. We therefore recommend that you do not incur any other costs associated with your booking request until you receive our written acceptance of your booking.
- 8.7 Once EGVH has accepted your booking, amendments are only possible by written agreement with us. Any such amendments may incur additional charges.

8.8 It is not possible to amend the start and finish time on the day of your event or activity.

9. Categories of Hire

9.1 We offer four categories of hire: business; charity; party/one-off; and regular hire.

9.2 We will confirm your category of hire upon receipt of your booking form, using the information provided by you during your initial enquiry and on the booking form.

9.3 We will require either a Charity Number or proof of your charitable aims for your booking to be classed as charity hire. If there is any ambiguity over your aims, we will decide if your booking falls within the category of charity hire and our decision is final.

9.4 If there is any ambiguity over the category of hire, we will decide the category of hire applicable to your booking and our decision is final.

10. Additional Charges

10.1 We may impose additional charges as a condition of taking or continuing with your booking.

10.2 In particular, if you fail to adhere to the times stated on your booking form or subsequently varied in writing by agreement with our Operational Staff, we will charge you double time for the extra time.

10.3 We may also impose additional charges after your booking related to:

- a) Damage caused by you directly or indirectly during your period of hire;
- b) Cleaning required due to your direct or indirect actions or omissions; and/or
- c) The time of the Operational Staff in dealing with damage or cleaning due to your actions.

10.4 You indemnify us for any and all costs related to damage and cleaning arising from your booking, event and/or activity.

Payment

11. Payment Timeline

11.1 After we accept your booking, we will send any necessary invoices to you.

11.2 It is your responsibility to adhere to the payment deadlines stated on any invoices or in a separate document.

- 11.3 Failure to adhere to payment deadlines will result in a late payment charge of 5% of the total cost of your booking being added to your total or cancellation of your booking.

12. Payments and Payment Methods

- 12.1 Where we insist upon additional charges as a condition of your booking or any amendments to it, this is in addition to any other amounts due and the additional charges are not deducted from the final balance.

- 12.2 We accept payment by bank transfer, cash or card.

Cancellation

13. Cancellation By Us

- 13.1 We may cancel your booking if:

- a) You fail to comply with any of the terms of your contract with us;
- b) We are unable to honour your booking due to an issue with your booking, EGVH or EGVH's Operational Staff which is within our control; or
- c) We are unable to honour your booking due to an issue with your booking, EGVH or EGVH's Operational Staff which is beyond our control (otherwise known as Force Majeure).

14. Cancellation By You – Business, Charity and Party/One-off Categories of Hire

- 14.1 You may only cancel your booking if we fail to comply with any of the terms of our contract with you.

15. Cancellation By You – Regular Hire Category of Hire

- 15.1 You may cancel your booking for any reason up to one month prior to the date of it without charge.

- 15.2 You may cancel your booking for any reason between one month and two weeks prior to the date of it upon payment of an administration fee of £25 to us. We may deduct this amount from any payment already made to us.

- 15.3 You may only cancel your booking, other than in accordance with Clauses 15.1 and 15.2, if we fail to comply with any of the terms of our contract with you.

- 15.4 If you cancel your booking other than in accordance with Clauses 15.1, 15.2 and 15.3, we will retain any payments already made by you towards your booking and you undertake to pay any remaining balance in full for your booking.

Circumstances Related to Refusal of Entry and/or Service, Requirement to Leave and Bans

16. Refusal of Entry, Refusal of Service, Requiring You to Leave EGVH and Banning You from EGVH

16.1 We may refuse you entry to EGVH; refuse to provide agreed services to you; refuse future bookings from you; require you to leave EGVH; and/or ban you from EGVH for a fixed-term or indefinitely if, in the opinion of our Operational Staff, your behaviour constitutes:

- a) Abuse;
- b) Violence;
- c) Aggression;
- d) Harassment;
- e) A welfare and/or safeguarding concern;
- f) A failure to adhere to your contract with us;
- g) A failure to adhere to instructions given by our Operational Staff verbally or in writing.

Refunds

17. Full Refunds

17.1 We will refund you in full if:

- a) We are unable to honour a confirmed booking due to an issue with your booking, EGVH or EGVH's Operational Staff which is within our control; or
- b) You cancel your booking in accordance with Clauses 14.1, 15.1 or 15.3.

18. Partial Refunds

18.1 If we require a damages deposit for a booking and are satisfied that there is no damage arising from your event or activity, this will be refunded after your event or activity and within ten working days.

18.2 We will provide a partial refund in accordance with Clause 15.2 if appropriate.

19. No Refunds

19.1 We will not refund you at all if we are unable to honour a confirmed booking due to an issue with your booking, EGVH or EGVH's Operational Staff which is beyond our control.

19.2 We will not refund you at all if we refuse you entry, ask you to leave EGVH or stop your booking from starting or continuing in accordance with Clause 16.

- 19.3 We will not refund you at all if you cancel your booking for any reason, other than in accordance with Clauses 14 and 15.

Your Obligations to Us

20. Your Obligations

20.1 You agree to:

- a) Complete our booking form accurately;
- b) Make payment(s) within any deadlines stated by us;
- c) Convey these terms and conditions and the contents of the rest of our SBP to your employees, workers, contractors, customers and/or guests as appropriate and necessary;
- d) Clean up any mess caused during the period of hire;
- e) Set up and clear away any tables and chairs (unless you have agreed to pay extra for us to do so);
- f) Start and finish punctually;
- g) Be present throughout the period of hire;
- h) Be courteous to us at all times;
- i) Comply with all written and verbal instructions given by our Operational Staff;
- j) Comply with English Law;
- k) Comply with our rules and policies;
- l) Arrange any necessary insurance policies for your event or activity;
- m) Arrange any necessary licences for your event or activity;
- n) Arrange any necessary safety certificates for your event or activity;
- o) Carry out any necessary risk assessments for your event or activity; and
- p) Supply any additional requested information within any deadline(s) stated by us.

Our Obligations to You

21. Our Obligations

21.1 We agree to:

- a) Provide the facilities as agreed when we confirm your booking;
- b) Provide a staffed building during the period of hire;
- c) Provide a good standard of cleanliness and hygiene; and
- d) Invoice you and process payment from you in accordance with the Payment section of these terms and conditions.

Events and Activities Requiring Specific Terms and Conditions

22. Partnership Events

- 22.1 We may agree to work in partnership with you on events or activities at EGVH. If so, we will enter into a separate written agreement with you regarding our respective responsibilities and obligations for these events or activities. This

separate agreement will be in addition to these terms and conditions unless we agree otherwise in writing.

Parking

23. Our Car Park

- 23.1 If you park in EGVH's car park, you are agreeing to pay our standard parking charge by doing so.
- 23.2 Parking Eye is our chosen contractor for collection of our standard parking charge and notices are displayed in our car park about this arrangement.
- 23.3 We waive our standard parking charge for all visitors to EGVH as long as you input your vehicle registration number correctly into one of the monitors inside EGVH during your time on our premises.
- 23.4 If you fail to input your vehicle registration number into one of our monitors, or input it incorrectly, Parking Eye will contact you to arrange payment of our standard parking charge. EGVH is not required to intervene in this process. However, we may do at our discretion upon receipt of proof of attendance at EGVH from you. You should speak to an Operations Administrator in the first instance if you would like us to consider interceding on your behalf with Parking Eye.

Wi-Fi

24. Our Wi-Fi

- 24.1 EGVH offers free Wi-Fi to visitors, including hirers, and there is signage around our building with details of our username and password.
- 24.2 You must not use our Wi-Fi Service for any for the following purposes:
- a) disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
 - b) transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
 - c) interfering with anyone else's use or enjoyment of the Wi-Fi Service; or
 - d) making, transmitting or storing electronic copies of material protected by copyright without permission of the owner.

- 24.3 Although we aim to offer the best Wi-Fi Service possible, we make no promise that the Wi-Fi Service will meet your requirements. We cannot guarantee that our Wi-Fi Service will be fault-free or accessible at all times.
- 24.4 Network speed is no indication of the speed at which your Wi-Fi enabled device or our Wi-Fi Service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.
- 24.5 It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi Service and is switched on. The availability and performance of our Wi-Fi Service is subject to all memory, storage and any other limitations in your device. Our Wi-Fi Service is only available to your device when it is within the operating range of Emersons Green Village Hall.
- 24.6 We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our Wi-Fi Service or wireless communications networks generally.
- 24.7 We may impose usage, or service limits, suspend service, or block certain kinds of usage at our discretion.
- 24.8 We have the right to suspend or terminate our Wi-Fi Service immediately if there is any breach of these conditions.

Feedback, Queries and Complaints

25. Any feedback, queries and/or complaints about us or these terms and conditions should be addressed to our Hall and Event Manager in the first instance, using the contact details on our website and in our SBP. We also have a Complaints Policy, which is on our website and available in other formats upon request.