

Terms and Conditions of Hire

Between

Community House Bromley

And

Room Hirer

PARTIES

1. This Contract is made up of the following:

(a) The Hire Details.

(b) The Venue Hire Conditions.

(c) The Schedule specified in the Hire Details.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Contract has been entered into on the date stated at the beginning of it. I have read the terms and conditions of this Contract and accept the terms and conditions herein. For the avoidance of doubt, Schedule 1 forms part of this agreement.

Signed by [NAME]

for and on behalf of [NAME OF HIRER]

Signed by [NAME]

for and on behalf of [NAME OF SUPPLIER]

AGREED TERMS

1. INTERPRETATION

1.1 In this Contract, the following words and expressions shall have the following:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Charges: the charges payable by the Hirer for the hire of the Venue and the supply of the Services, as set out in the Hire Details.

Contract: the contract between the Hirer and the Supplier for the hire of the Venue and supply of the Services in accordance with the Hire Details, and these Venue Hire Conditions and any Schedules or documents referred to therein.

Hirer:

Deposit: the deposit to secure the booking, as stated in the Hire Details.

Event: the event or function for which the Hirer is hiring the Venue, as specified in the Hire Details.

Hire Period: the period of time agreed for the hire of the Venue as described in the Hire Details, to include any period of time to set up and clear the Venue.

Services: the supply of catering services and consumables, and any additional services or equipment, at the Event as specified in the Hire Details.

Supplier:

Venue: the property, or area or rooms within the property, to be hired by the Hirer, as specified in the Hire Details.

1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.3 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.

1.4 A reference to **writing** or **written** includes email.

2. CONFIRMATION OF HIRE

2.1 Venue bookings shall be held provisionally for 7 calendar days following initial inquiry, or if such time is not available before the date of the Event, for a maximum of 24 hours. After this time, the Supplier reserves the right to release the provisional booking without notice to the Hirer.

2.2 This Contract shall come into effect on the date of the Contract, or the date that the Deposit has been paid to the Supplier in cleared funds by the Hirer, if later. Until that time, bookings for hire will be treated as provisional.

3. SUPPLY OF SERVICES

3.1 The Supplier shall supply the Services to the Hirer during the Hire Period, subject to any specific timings agreed in writing by the parties before the Event.

3.2 In supplying the Services the Supplier shall

(a) perform the Services with reasonable care and skill;

(b) issue the Hirer with an invoice via email to the email address specified in Hire Details

(c) use reasonable endeavors to perform the Services in accordance with the service description set out in Schedule

(d) comply with all applicable laws, statutes, regulations from time to time in force.

4. LICENCE AND USE OF VENUE

4.1 Subject to *Clause 8*, the Supplier grants the Hirer a right for the Hire Period to enter and use the Venue for the Event in accordance with the terms of this Contract. The Hirer acknowledges that:

- (a) the Hirer shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the Supplier and Hirer by this agreement regardless of the duration and repetitive nature of the booking of the Venue; and
- (b) the Supplier retains control, possession and management of the Venue and the Hirer has no right to exclude the Supplier from the Venue. The Supplier always reserves the right to enter the Venue during the Hire Period, including to supply the Services.

4.2 The Hirer agrees and undertakes:

- (a) not to use the Venue other than for the Event;
- (b) not to do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance to the Supplier, any other customers of the Supplier, or neighboring property.
- (c) to comply with the terms of this Contract and any instructions (written or verbal) or notices from the Supplier, and use reasonable efforts to ensure that any guests or other persons present at the Event so comply.
- (d) not to cause or permit to be caused any damage to the Venue.
- (e) not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;
- (f) not to fix adhesive devices to the walls or fabric of the Venue
- (g) not to display any advertisement, signboards, poster, signs or notices at the Venue without the prior written consent of the Supplier;
- (h) not to alter, move or interfere with any lighting, heating, power, or other electrical fittings or appliances at the Venue, or install or use additional heating, power, or other electronic fittings or appliances without the prior written consent of the Supplier;
- (i) to use any equipment provided by the Supplier, as specified in the Hire Details, for its proper purpose.
- (j) to leave the Venue in a clean and tidy condition.
- (k) to ensure that all guests leave the Venue by the time specified in the finish time as specified in Hire Details and Schedule 2
- (l) not to bring or permit to be brought any animal onto the Venue without the prior written consent of the Supplier, with the exception of assistance dogs within the meaning of the Equality Act 2010;
- (m) to vacate the hired rooms by the finish time as stated in the Hire Details;
- (n) ensure that all fire exits, and passageways are kept free from obstruction at all times.
- (o) not to grant broadcast (sound or television) or filming rights without the prior written consent of the Supplier.
- (p) to comply with all the housekeeping rules in *Schedule 3*
- (q) to ensure the guests are cognizant of and comply with the housekeeping rules in *Schedule 3*.
- (r) to pay between £100 – £250 (depending on the time spent at the site) for any call-outs to security or other authorised personnel for matters such as, but not limited to, opening fire doors, setting alarms off and loss of keys.
- (s) to report any damage to the contents in the Venue or the Venue itself to the manager in accordance with *Schedule 3* and by emailing manager@communityhousebromley.org.uk

4.3 The Board of Trustees reserve the right to cancel and/or refuse all future bookings with the Hirer if payment of the invoice is not met in accordance with the Chagres section in the Hire Details.

4.4 Public car parking facilities run by Bromley Council are available for guests and cars are their own personal responsibility

4.5 The Hirer shall ensure that the guests behave in a responsible and safe manner at the Event, and the Supplier reserves the right to remove or request that the Hirer remove guests that do not do so from the Event and the Venue.

4.6 The Hirer undertakes that they have read the terms and conditions outlined on the website. Upon signing this Agreement, the Hirer consents to the online terms and conditions.

5. GUEST NUMBERS

5.1 The Hire Details indicate the guaranteed minimum number of guests attending the Event.

5.2 Any and/or all children on the premises during an event must be supervised by an adult at all times.

6. CHARGES AND PAYMENT

6.1 The Hirer shall pay the Charges in accordance with this *Clause 6*.

6.2 The Supplier shall invoice the Hirer for the Deposit (£25.00 per room hired) which shall be payable by the Customer within 7 days of the date of the Contract.

6.3 The Supplier shall issue an invoice for the Charges (less the Deposit paid), which shall be payable by the Hirer no less than 30 Business Days before the Event.

6.4 The Supplier may issue an additional invoice after the Event for any further Charges due which were not included in the invoice issued pursuant to *Clause 6.3*. Such Charges may include those payable for any final alterations to the Services, or for guests attending the Event in excess of the number estimated by the Hirer pursuant to *Clause 5.2*. Charges invoiced pursuant to this *Clause 6.4* shall be payable by the Hirer within 14 days of receipt.

6.5 All amounts payable by the Hirer exclude amounts in respect of value added tax (**VAT**), which the Hirer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

6.6 If the Hirer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under *Clause 8*, the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

6.7 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). **6.8** The Hirer agrees and undertakes:

(a) to pay the deposit and/or full charge within 7 days of submitting the Hire Details form and receiving confirmation of receipt from the Supplier;

(b) to pay £25 per room hired of the invoice at the time of agreement for the booking if the booking is singular and non-repeating, which is non-refundable

(c) to pay the whole invoice if the booking is £100 or under which is non-refundable.

(d) for annual repeat bookings, 10% of the total charge of all bookings made are payable at the time of booking, which is non-refundable (subject to *Clause 4.2*). The final invoice of the year will be adjusted accordingly.

(e) to pay an administration charge of £25 if the Charges in the Hire Details are not made on the date agreed.

(f) payment of an administration charge as specified in *Clause 4.2 (e)* is not recoverable by Hirer nor does it affect the Supplier's right to retain the deposit after cancellation has been made.

(g) to contact the Supplier 7 days before the event by emailing manager@communityhousebromley.org.uk for any changes to the booking;

(h) to contact the Supplier by email, if the Hirer wishes to cancel the event, 60 days prior to the Event, subject to *Clause 4.2 (e)* for a refund of the deposit.

(i) to pay the full amount as specified in the Hire Details if cancellation is made 30 days prior to the Event

(j) to pay invoice arrears for remaining charges as specified in the Hire Details 30 days before the event. If payment is not made 30 days before the Event, then the Hirer will forfeit the deposit paid and the booking for the Event cancelled.

6.9 Any refund the Hirer is entitled to will be paid back to the account that the Supplier had received payment from, subject to the conditions in this Agreement.

6.10 All payment for bookings must be paid by BACS to within the specified time applicable in *Clause 6.8*:

7. LIABILITY

7.1 The Hirer agrees that it will obtain public liability insurance cover in respect of all risks which may be incurred by the Hirer arising out of the Event.

7.2 The Hirer agrees that it will be responsible for providing First Aid to cover their event.

7.3 The Hirer undertakes to comply with all the Health and Safety Rules, Regulations and Codes prescribed by the Supplier and under law.

7.4 The Hirer undertakes to inform their self and to further inform those attending the event with the location of the fire exits, the fire extinguishers and fire alarms.

7.5 The restrictions on liability in this *Clause 7* apply to every liability arising in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.

7.6 **Nothing** in the Contract limits any liability which cannot legally be limited, including liability for:

- (a)** death or personal injury caused by negligence; and
- (b)** fraud or fraudulent misrepresentation.

7.7 Subject to *Clause 7.6*, the Supplier shall not be liable for:

- (a)** the death of, or injury to, the Hirer or that of the Hirer employees, contractors or any other guests or invitees to the Venue; or
- (b)** damage or theft of any property of the Hirer or that of the Hirer employees, contractors or other guests of invitees to the Venue.

7.8 Subject to that, *Clause 7.6(b)* excludes specified types of loss.

(a) The following types of loss are excluded:

- (i)** loss of profits;
- (ii)** loss of sales or business;
- (iii)** loss of agreements or contracts;
- (iv)** loss of anticipated savings;
- (v)** loss of use or corruption of software, data or information;
- (vi)** loss of or damage to goodwill; and
- (vii)** indirect or consequential loss.

(b) The following types of loss are not excluded:

- (i)** sums paid by the Hirer to the Supplier pursuant to this agreement, in respect of any Services not provided in accordance with this Contract;
- (ii)** wasted expenditure; and
- (iii)** losses incurred by the Hirer arising out of or in connection with any third-party claims against the Hirer which has been caused by the act or omission of the Supplier. For these purposes, third party claims shall include demands, fines, penalties, actions, investigations or proceedings, including those made or commenced by subcontractors, the Supplier's personnel, regulators and guests of the Hirer.

7.9 The Supplier shall not be liable for any loss or damage to property or goods used or exhibited during the room hire.

7.10 The Hirer agrees that any items left behind after the event may be disposed of forthwith and the Supplier will not be liable for any losses that occur as a result of the disposal.

7.11 The Supplier shall not be liable for any loss or damage to property left after the Event at the Venue by the Hirer or any third parties attending the event.

7.12 Unless the Hirer notifies the Supplier that it intends to make a claim in connection with this Contract within the notice period, the Supplier shall have no liability for that claim. The notice period for a claim shall start on the day on which the Customer became, or ought reasonably to have become, aware of the incident giving rise to the claim having occurred and shall expire 1 months from that date. The notice must be in writing and must identify the incident and the grounds for the claim in detail.

8. CANCELLATION

8.1 The Supplier may cancel the Contract with immediate effect by giving the Hirer or Hireres authorised representative notice in writing if:

- (a) the Hirer fails to pay any amount due under the Contract on the due date for payment;
- (b) the Hirer commits a material breach of any term of the Contract;
- (c) the Hirer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (d) the Hirers financial position deteriorates to such an extent that in the Supplier’s opinion the Hirers capability to adequately fulfil its obligations under the Contract has been placed in jeopardy;
- (e) the Hirer is unable to perform its obligations in connection with the Contract pursuant to *Clause 10.1*

8.2 The Hirer may cancel the Contract by notice in writing to the Supplier or Supplier’s authorized representative, however the deposit will not be refundable.

8.3 If the Contract is cancelled under *Clause 8.1 or Clause 8.2*, the Supplier will use reasonable endeavors to re-book the venue but the Supplier reserves the right to charge a cancellation fee. Any sums already received by the Supplier (including any Deposit) under this Contract will be deducted from the cancellation fee. The cancellation fee shall be:

Cancellation before the date of the Event	Cancellation fee
More than 4 weeks but less than 8 weeks before the date of the event	25% of the Hire Charge
Less than 4 weeks before the date of the event.	100% of the hire charge

8.4 On completion or cancellation of the Contract for whatever reason:

- (a) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and
- (b) completion or cancellation of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of completion or cancellation.

9. DATA PROTECTION

9.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

10. GENERAL

10.1 **Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

10.2 Assignment and other dealings

- (a) The Hirer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Supplier's prior written consent.
- (b) The Supplier may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

10.3 Confidentiality

(a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, Hirers or suppliers of the other party [or of any member of the group to which the other party belongs], except as permitted by *Clause 10.3*. For the purposes of this *Clause 10.3*, **group** means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

(b) Each party may disclose the other party's confidential information:

- (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this *Clause 10.3*; and
- (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(c) Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

10.4 Entire agreement

(a) The Contract 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.

(b) Each party acknowledges that in entering into the Contract 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 Contract. Each party agrees that it shall have no claim for innocent or negligent based on any statement in the Contract.

10.5 Variation

No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorized representatives) unless it has been agreed upon between the Hirer and Supplier.

10.6

Waiver

(a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

(b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

10.7 Severance.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this *Clause 10.7* shall not affect the validity and enforceability of the rest of the Contract.

10.8 Notices

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or (ii) sent by email to the address specified in the Hire Details.

(b) Any notice [or communication] shall be deemed to have been received:

(i) if delivered by hand, at the time the notice is left at the proper address;

(ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am] on the [second] Business Day after posting;

(iii) if sent by [fax or] 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 10.8(b)(iii)*, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.

(c) This *Clause 10.8* does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10.9 Third party rights. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

10.10 Governing law. The Contract, 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 law of England and Wales.

10.11 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1

Services	Equipment
Flipcharts	
Markers	
Notepads	
Pens	
Tables	
Chairs	
Kitchen equipment	
Toilet facilities	
Miscellaneous [PLEASE SPECIFY]	

Schedule 2

Duration		
Half Day	09:00 – 13:00	
Full Day	13:00 – 17:00	
Evening	18:00 – 22:00	
Other	Specify	

Bromley Voluntary Sector Trust Community House

SCHEDULE 3

HOUSEKEEPING RULES

1. All lights, switches, electrical items and water pipes are turned off before departing from the Venue.
2. Any damage to the equipment, furniture, contents of the Venue or the Venue itself must be reported to the manager.
3. Failure to report any damages in (2) Schedule 3 will result in a charge starting from £275 in order to replace the damaged equipment or commence the remedial work.
4. Any equipment used in the Venue is to be stored away safely and correctly in the designated storage spot. You will be informed of the designated storage spot by the manager prior to the event.
5. The Hirer takes responsibility for ensuring the Venue and the contents therein is returned to the Supplier in the same condition it had been in prior to the Event.
6. The Hirer is responsible for ensuring all rooms in the Venue are suitable for their intended use.
7. The Hirer acknowledges that they are aware that viewings can be arranged by emailing manager@communityhousebromley.org.uk
8. Refreshments in the Conference room by agreement of BVST
9. The Hirer is responsible for spillage, breakage and damage to the Venue or anything in the Venue.
10. The Hirer acknowledges that if the event in (9) Schedule 3 transpires, then it should be reported immediately to manager@communityhousebromley.org.uk
11. The Hirer acknowledges, agrees and understands that the Venue is monitored by closed circuit television.
12. The Hirer acknowledges, agrees and understands that images and videos recorded by closed circuit television is held for 30 days, after which it is destroyed in the instance that it is not required for investigation or evidence of misconduct.
13. If the Hirer is allocated keys in order to access the Venue, the Hirer consents to signing an agreement for their security.
14. If the Hirer is allocated keys in order to access the Venue, the Hirer undertakes to report any loss or damage to the key or lock to manager@communityhousebromley.org.uk
15. If the Hirer is allocated keys in order to access the Venue, the Hirer agrees that they will be liable to pay for the cost of a replacement key immediately of up to £50.00 and a replacement lock immediately of up to £200.00.

**Bromley Voluntary Sector Trust
Community House**