**Bourne Arts and Community Trust – Conditions Governing the use and Hire or Rooms**

These are the standard Terms and Conditions which apply to all use and hire of rooms held by us (“the Company”).

1. Definitions and Interpretation
   * 1. In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“the Agreement” means the agreement entered into by the ‘Hirer’ and the ‘Company’ incorporating these Terms and Conditions which shall govern the use and hire of the rooms.

“Booking” means the Hirers request to hire or use a room;

“Confirmation” means the notification made by us that the Booking has been accepted. This notification is subject to these Terms and Conditions;

“Services” means the Company’s management services to be provided by us to the Hirer;

“Total Price” means the total sums payable for the Services.

“Hirer” means you, any individual, firm or corporate body (which expression shall, where the context so admits, include its successors and assigns) which makes a booking with us;

1. Bookings
   1. How the Contract is formed between the Hirer and the Company.

2.1.1 The Hirer shall complete a Booking Form detailing their requirements on the prescribed form.

2.1.2 The person who signs the application form shall be considered the Hirer and must be over 18 years of age.

2.1.3 Your booking constitutes an offer to us to hire or use a room. At point of booking the Hirer is to provide full information about the purpose of the room hire and the room is hired on the understanding that its use is restricted to the use specified by the hirer.

2.1.4 All bookings are subject to acceptance by us and we will confirm such acceptance to you in writing. The contract between us will only be formed when we send you the booking Confirmation.

2.1.5 It is prohibited to sublet and will lead to immediate cancellation of the policy with no refunds to be issued to the Hirer.

**3. Services**

* 1. We shall provide a Company Management Service to the Hirer. We will use reasonable care and skill in providing the company management Service.
  2. We will allocate a room or space to the Hirer and this cannot be changed by the Hirer unless agreed by the company. We reserve the right to change the room or space at our sole discretion.
  3. We shall undertake such advertising campaigns as we deem necessary from time to time. By completing the Booking Form you give permission for the Company to use your information including, but not limited to business name and description as part of these advertisements. As a courtesy, we will endeavour to obtain agreement from you prior to any such advertising. Should you not want your details to be shared in this way, written notice must be given as soon as possible.
  4. Occasionally, we may take photos and videos for marketing and social media purposes. We will use all reasonable endeavours to remove any identifying features, however we cannot guarantee that this will be possible. As a courtesy, we will endeavour to obtain agreement from you prior to any such advertising. Should you not wish to be included in such, please let us know in writing. All intellectual property in such shall remain ours and shall not be reproduced by you without our prior written consent.

**4. The Hirer’s obligations**

4.1 The Hirer is responsible for the insurance of their own goods and equipment, and to ensure their products comply with any relevant legislation including, but not limited to UKCA marking, and maintaining food safety certification.

* 1. No additional lights or equipment shall be used without the express permission of the Company. Any Electrical Equipment used by users should have a valid PAT Certificate. If equipment needs testing BACT can get it tested with their equipment with the cost being met by the Hirer/user.
  2. The Hirer is responsible for good order and the legality of the activities pursued and shall ensure that the use of the room does not cause annoyance to residents of the buildings in close proximity or to other hirers in the building. In particular the Hirer shall ensure that the level of any noise shall be so controlled so as not to cause a nuisance.
  3. The Hirer must observe all rules and instruction given by the company and must return all tables and/or other equipment in the condition it was received. Any property brought in by the Hirer must be removed from the room at the end of the hire period, except by prior arrangement.
  4. The Hirer shall be responsible for ensuring that any rubbish is put in the bins provided. Recycling materials can be put in the bin in the Kitchen. The Hirer is to leave the room in a clean and tidy condition.
  5. Nothing shall be affixed to the walls, floors or any part of the interior or exterior of the building. This includes drawing pins, staples, Sellotape, 'blu-tack' and the like.
  6. The Hirer shall pay for any damage which may be done or occasioned to the buildings or, to the fixtures, fittings, furniture and things belonging to the Company during the time of their occupation. Any damage shall be assessed by the Company and will be the subject of a supplementary charge as would the cost of any additional cleaning required over and above that which would, in the Company opinion, be considered normal.
  7. The Company shall not be held responsible for damage to any property, or loss of any property, or any injury to any person caused by any property brought into the building by the hirer. The hirer shall effectively insure and shall indemnify the Company against any claim which may arise out of the hiring made by any person resorting to the room(s) during the hiring, or subsequently, in respect of any such damage, loss or injury.
  8. Representatives of the Company, and Emergency services shall, at all times, have free access for inspection purposes.
  9. The Hirer should advise the Company as soon as possible of any disability requiring additional assistance.

**5. Fees and Payment**

* 1. The price of room hire will be as stated on our booking form current at the date of your booking, except in the cases of obvious error, or such other price as may be agreed in writing by us.

5.2 The fee for the hire of the room shall be determined from the time of occupation (this includes preparation time to the time of departure, including any removal of equipment}

5.3 You must pay for the Services upon invoice, and in any case 7 days before the room hire, unless agreed otherwise in writing. Where the room(s) are booked for a series of meetings or events, then payment will be due and payable in full prior to the full use, or by previous agreement in writing from the Company. This is the first day of the month for all use during that month.

5.4 Payment can be made by cheque, BACS or cash. If hirers wish to pay by cheque these should be made payable to Bourne Arts and Community Trust.

* 1. Bookings shall not be deemed confirmed until payment has been received in full, in cleared funds. Should payment not be received by its due date, the Company shall have the right to cancel the Booking.

**6. Cancellation**

6.1 If the Hirer wishes to cancel the Booking, they may do so at any time by written notice to the Company provided that:

* + 1. if the cancellation notice is received by the Hirer more than 7 days before the start date of the Hire, the Company shall refund the Hirer in full, minus administration costs.

6.1.3 if the cancellation notice is received by the Hirer less than 7 days before the start date of the Hire, the Company shall refund the Hirer 50% of payment.

* + 1. if the cancellation notice is received by the Hirer less than 3 days before the start date of the Hire the Company will retain all monies paid.
    2. If we cancel your Booking, we will contact you in writing as soon as is reasonably possible. If you have made any payments to us under clause 5, these will be refunded as soon as is reasonably possible. If we cancel due to any of the circumstances detailed in clauses 5.5, 4 and 2.1.5, you will lose any payments made to us.

**7. Licences**

7.1 The Company holds a Public Entertainment Licence. Where a hiring falls within its terms of reference, all conditions contained within it must be complied with. No copyright, dramatic or musical work shall be performed or sung without the licence of the owner of the copyright. The Hirer shall indemnify The Company against any infringement of copyright which may occur during the hiring. Smoke machines and /or flashing lights/ laser lights may not be used.

7.2 No excisable liquor shall be supplied without the express agreement of the Company nor shall liquor be sold unless that agreement and the necessary occasional licence for the room(s) have been obtained. The conditions for such a licence must be strictly adhered to.

7.3 The Company has a PRS licence which covers all our Hirers, except those permanently occupying rooms as separate businesses or charities. If you use Music when you hire a room(s), there is a small additional charge to cover the licence cost.

**8. Health and Safety**

8.1 The Company has a strict No Smoking and vaping policy throughout the building and in the grounds. Members of the public are requested to respect this policy at all times.

8.2 Dogs are allowed in the building with prior agreement from the Administrator.

8.3 The Hirer is responsible for complying with the Health & Safety Policy of the Company, a copy of which is available in the Administrators office.

8.4 In the event of an emergency evacuation of the building, the Hirer will be responsible for accounting for all persons present within the building connected to the hire of the room.

8.5 The Hirer agrees and accepts that the Company has no responsibility to provide First Aider cover during the period of the hire, although there is a First Aid box situated in the kitchen area.

8.6 A Defibrillator is present at the front entrance of the building.

8.7 If an accident takes place within the building and grounds, the Hirer will need to record this in the Company accident book. This can be obtained from the Office if staffed or by notifying the Administrator via e-mail during office hours who will then contact the hirer and get the incident recorded.

1. **Complaints**

Any complaints or disputes must be referred immediately to a partner of the Company, we shall endeavour to reach agreement between the parties involved, however the Company’s decision will be final.

**10 Liability and Indemnity**

10.1 Except in respect of death or personal injury caused by the Company’s negligence, the Company shall not by reason of any representation, implied warranty, condition or other term, or any duty at common law or under the terms of the Agreement, be liable for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the Company’s servants or agents or otherwise) in connection with the performance of obligations arising under the Agreement or with the use by the Hirer of the Company Management Services supplied in connection with the hire.

10.2 The Hirer shall indemnify the Company against all damages, costs, claims and expenses incurred by it arising from loss or damage to any equipment (including that of third parties) caused by the Hirer or its agents or employees.

**11 How We Use Your Personal Information:** All personal information that we may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 2018 and the UKGDPR.

**12 Events outside our control** **(Force Majeure)**

No Party to the Agreement shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the Party in question.

**13 Relationship of the Parties**

Nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Agreement.

**14 Entire Agreement**

14.1 The Agreement contains the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

14.2 Each Party acknowledges that, in entering into the Agreement, it does not rely on any representation, warranty or other provision except as expressly provided in the Agreement, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

**15 Severance**

In the event that one or more of the provisions of the Agreement is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Agreement. The remainder of the Agreement shall be valid and enforceable.

**16 Law and Jurisdiction**

16.1 These Terms and Conditions and the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

16,2 Subject to the provisions of Clause 16, any dispute, controversy, proceedings or claim between the Parties relating to these Terms and Conditions or the Agreement (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

16.3 The Company reserve the right to change or modify these conditions without notice. Decisions made by the Company on the interpretation of these conditions shall be deemed to be final. The Company reserve the right to grant or to refuse any application for the hire of the building or any room without the need to give reasons for their decision.

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Registered Charity No. 1079939 Company Registration No 03755942

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