WEST EUSTON PARTNERSHIP

Terms and Conditions of Venue Hire

- 1) The West Euston Partnership ("WEP") Facilities are available for hire from between 9AM and 9PM, Monday to Sunday. Setting-up time and clearing-up time **MUST** be included in the booking time. All groups must leave promptly and quietly at the end of their booking.
- 2) There must be a named contact person ("User") responsible for the conduct of the booking, together with a full address and day time telephone number. PO Box numbers are **NOT** acceptable.
- 3) The User undertakes that the premises shall not be used for any meeting, exhibition or performance of an objectionable character, and agrees that WEP have the right to ask the User to stop any function that they consider objectionable. This includes any actions which could cause detriment to any individuals or groups and not conducive to social cohesion.
- 4) Only organisations and groups may hire WEP's facilities; it is not available for hire by individuals. Users must have their own public liability insurance that covers use of external premises. Proof of insurance may be requested when the booking is made.
- 5) Sub-letting of the Facilities is **NOT** permitted. The deposit will be forfeited if any sub-letting is discovered.
- 6) Any payments should have been received **IN FULL** at least **10** working days **AFTER** the last day of a booking.
- 7) Setting-up-time and clearing-up-time **must** be done included within the booking time. All groups must leave promptly and quietly at the end of their booking.
- 8) The User is responsible for ensuring the facilities are made secure when leaving the premises, shutting and locking all doors, turning off all lights and turning on the alarm system, if applicable.
- 9) THE FACILITIES MUST BE LEFT CLEAN AND TIDY AT THE END OF THE BOOKING.
 TABLES AND CHAIRS LEFT AS THEY WERE FOUND. IF ADDITIONAL CLEANING IS
 REQUIRED OR THE FURNITURE HAS NOT BEEN REPLACED THIS WILL BE CHARGED
 TO THE USER. WEP'S HEALTH AND SAFETY REGULATIONS MUST BE OBSERVED AT
 ALL TIMES.
- 10) No WEP equipment may be removed from the facilities without the permission of the Director or Venue Manager.
- 11) No items may be affixed to the walls of the facilities without the permission of the Director or Venue Manager
- 12) Live and/or amplified music and/or the selling of alcohol of any description **will not** be permitted.
- 13) All electrical equipment kept on site is subject to regular inspection and testing..

 Should a User wish to use their own electrical equipment whilst on site, they **must** ensure it is safe (i.e. through an inspection and testing regime) before it is connected to WEP's electrical supply.

- 14) Also, any electrical appliances brought into the Facilities shall be safe and in good working order; and used in a safe manner and have been tested in accordance with current safety testing requirements.
- 15) No animals (including birds) are permitted within the Facilities, except guide dogs.
- 16) The Hirer shall ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting and lotteries.
- 17) The kitchen may not be used without permission. If the kitchen is used it must be left clean. Any items that are used must be washed, dried and put away. **FAILURE TO DO THIS WILL RESULT IN ADDITIONAL CHARGES!**
- 18) The User shall **NOT** allow food or drink to be consumed within any of the Facilities, without the **prior express consent** of the Director or Venue Manager.
- 19) If the User wishes to use caterers on the premises during their event, the User **MUST** ensure that said caterers comply with all health and hygiene legislations and regulations.
- 20) The User is responsible for the conduct of people leaving the Facilities. This should be done in a quiet manner.
- 21) Any damage to the Facilities **MUST** be reported to a WEP member of staff as soon as possible. The User is responsible for all damage to the facilities during the time of their booking, and any repairs will be charged to the User.
- 22) WEP are not responsible for any article left on the premises by the User.
- 23) During working hours, the premises will be opened for the User by a WEP staff member before their appointed time of their booking. A WEP staff member will return 15 minutes prior to the end of the booking period to check and lock up.
- 24) For bookings outside of normal working hours, the Facilities will be opened and/or close by WEP's caretaker. They will arrive at a prearranged time, and will be responsible for opening and/or closing the Facilities **ONLY**.
- 25) Whilst every effort will be made to avoid disruption, WEP staff and Board of Trustees reserve the right of access to the Facilities at any time.
- 26) If any provision of these Terms and Conditions are held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.
- 27) No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act
- 28) This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.
- 29) All cancellations **MUST** be made at least **10** working days in advance. Any bookings cancelled without this notice may be charged the full rate, subject to WEP's discretion.

- 30) Under certain circumstances WEP may cancel bookings if new information is available, which was **NOT** available at the time the booking was made, comes to light; or if circumstances change.
- 31) Bookings are made individually and whilst advance bookings can be agreed, no group should regard a regular time slot as a permanent arrangement.
- 32) Any breach of the above conditions may result in the immediate cancelation of all future bookings.
- 33) Any appeals or complaints will be dealt with by WEP's Director, who will acknowledge all appeals within **5** working days. Should the User be dissatisfied with the Director's decision, they may appeal to WEP's Trustees.