

signingtreevenue

Deaf Cultural Centre, Ladywood Road, Birmingham, B16 8SZ

TERMS & CONDITIONS

1. Binding contract

1.1 The Booking Form and these terms and conditions together constitute a legally binding contract between the Deaf Cultural Centre Trading Ltd (DCCTL) and the Hirer (asset out on the Booking Form). (“Contract”).

1.2 The Hirer and the Contract Person (as set out on the Booking Form) shall be jointly and severally liable for payment of all charges due to DCCTL under this Contract.

1.3 “Booking Form” shall refer the Room Booking Form.

2. Provisional bookings

2.1 Enquiries should first be made to check the availability of the venue. If the date required is available for the function a provisional booking can be made by telephone or e-mail. The Hirer should provide organisation name, full invoice address, a purchase order number (if required by the Hirer’s internal procedures) and any other provisional details. The provisional booking will be held for a maximum of 30 days or until another enquiry for that room is made, whichever is sooner, at which point the Hirer will be contacted and asked to either confirm the booking or to release it immediately.

3. Confirmation of bookings and numbers

3.1 All bookings are provisional until:

3.1.1 The Hirer has confirmed the provisional booking by properly completing the Room Booking Form; and

3.1.2 DCCTL has acknowledged receipt of the Booking Form and confirmed the booking by email or post.

3.2 If catering is required for the function, the Hirer shall indicate their requirements on the Booking Form, in accordance with section 6.

3.3 The Contact Person warrants that he or she has, prior to submitting a Booking Form, complied with the Hirer’s internal procedures, including but without limitation, any requirement for prior authorization by way of a purchase order.

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4. Cancellations and postponements

4.1 Once room bookings are confirmed, room cancellations and any catering booked will be charged on the following basis:

More than 20 working days' notice: No Charge

Between 11 and 20 working days' notice: 50% of room hire

Between 3 and 10 working days' notice: 100% of room hire

Less than 2 working days notice: 100% of Room Hire and 100% catering

4.2 All cancellations should be made in writing and will be effective on the date received by DCCTL.

4.3 Where possible every effort will be made to re-sell cancelled space to minimise any cancellation charges to the Hire.

4.4 Any bookings that wish to postpone will be subject to cancellation charges as set out in section

5. Payment terms and VAT

5.1 DCCTL reserves the right to require payment by way of a deposit of all or part of the room charge on such date prior to the function as DCCTL shall determine. Should the Hirer not pay such a deposit by the date specified, DCCTL may treat the booking as having been cancelled by the Hirer and will be subject to cancellation charges as set out in section 4.1.

5.2 All accounts will be invoiced on the last working day of the month of the function and will be due for payment within 30 days of the invoice date.

5.3 All prices are exclusive of VAT and will be charged on the following:

Room hire charges are plus VAT at the applicable rate

Catering items include VAT at the applicable rate

Equipment items include VAT at the applicable rate

5.4 DCCTL reserves the right to alter prices or other details shown in its brochure or on its website without notice. Tariffs are reviewed annually and implemented on the 1st January every year. The Hirer will be invoiced at the rates applicable on the actual day of the function.

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6. Catering

6.1 All catering, alcohol and beverage services relating to a function shall be provided by the DCCTL. The hirer is not permitted to bring in their own catering, alcohol or beverages for consumption on the premises.

6.2 The Hirer shall, not less than 20 days prior to the date of the function, complete and submit to DCCTL the Booking Form which shall set out the final number of guests attending the function. Final numbers may not be less than 75% of the numbers booked. If this is the case then cancellation charges as those laid out in section 4 of these terms and conditions will apply.

6.3 Dietary requirements will be catered for if ordered within the time frame specified in these conditions of hire.

7. Session times

7.1 Unless otherwise stated, session times are as follows:

Whole day: 08:00 – 17:00

Morning: 08.00 – 12.00

Afternoon: 13.00 – 17.00

Evening: 18.00 – 21.00

7.2 The function is required to finish at the times specified on the Booking Form. The session time shall include the setting up and breaking down of equipment. In the event of any extension to the session time(s), the Hirer shall incur additional charges calculated by reference to the session charges for the allocated room(s).

8. Equipment hire

8.1 The Hirer must book equipment required using the Booking Form. Equipment is hired out on a first come first served basis and as such, no item can be guaranteed until a Booking Form has been received.

8.2 The Hirer may only bring additional equipment, articles or substances on to the premises with the prior written agreement of DCCTL and as such, equipment, articles or substances must be specified in writing. The Hirer may use their own electrical equipment as long as it is less than 12 months old or has been electrically PAT tested within the last 12 months. Evidence of which should be given to the venue before set up.

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8.3 The Hirer shall be liable, on demand, to make good any damage to furniture, fittings, equipment and any other property of the DCCTL caused by any act, neglect or default of the Hirer's employees, delegates, agents or other representatives,

8.4 DCCTL will assist where reasonably possible, with the storage of equipment, article or substances. DCCTL do not accept any liability for any loss of damage to any item of equipment, article or substance so stored.

9. Affixing of signage

9.1 The Hirer shall not erect any exhibitions, stands, displays, freestanding advertising material or signs or any other items on the premises without prior agreement of DCCTL

9.2 Where DCCTL's agreement has been given, no materials shall be affixed to walls using blue tack or sticky tape. The only material that may be used is white tack or masking tape and this will be supplied by DCCTL.

9.3 The Hirer shall be responsible for any loss or damage caused to the premises arising from the erection of any item specified in section 9.1 above and shall pay to DCCTL on demand the amount required to make good any such damage.

10. Obligations of the Hirer

10.1 The Hirer shall remove (or procure the removal from the premises of) any person acting in a manner which, in the reasonable opinion of DCCTL may be undesirable, inappropriate, harmful, offensive, obscene or illegal or may cause a breach of the peace and shall procure the cessation of any activity on the premises for which the Hirer or its guests are responsible and which, in the reasonable opinion of DCCTL, constitutes or may constitute a breach of the peace.

10.2 The Hirer shall not assign, sublet or otherwise seek to the Booked Room without prior written consent of DCCTL.

10.3 The Hirer shall indemnify DCCTL for any loss or damage to any property arising out of the holding of a function or any injury which may be incurred by or be done or happen to any person during the holding of a function arising from any causes what so ever, or for any loss due to any breakdown of machinery, failure or supply of electricity or telephone, leakage of water, fire, riot, government restriction or act of God which may cause DCCTL's premises to be temporarily closed or the function interrupted.

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10.4 The Hirer must comply with DCCTL's policies including all anti-discriminatory policy. DCCTL will refuse the right to hire or cancel said booking that does not comply with the current policies at the date of hire.

11. General

11.1 Neither party excludes liability for death or personal injury caused by its negligence or that of its officers, employees, contractors or agents; for fraud or fraudulent misrepresentation; or for any other liability which may not be excluded by law.

11.2 DCCTL's liability, under the Contract, for loss of or damage to the Hirer's tangible property caused by the negligence of the Supplier, its officers, employees, contractors or agents, shall not exceed the charges paid by the Hirer under the Contract.

11.3 Without prejudice to section 11.1 DCCTL shall have no liability for any losses or damages which may be suffered by the Hirer (or any person claiming under or through the Hirer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, for any indirect or consequential loss, including but without limitation loss of profit or anticipated savings.

11.4 The Hirer shall indemnify, and keep indemnified, defend and hold harmless DCCTL and its respective officers, agents, employees, successors and assigns from any and all losses, liabilities, damages, costs and expenses arising directly or indirectly from or in connection with any and all acts or omissions of the Hirer, or breaches of this Contract by the Hirer including any act, neglect or default of the Hirer's employees, agents or sub-contractors.

11.5 The Hirer agrees that DCCTL may periodically contact the Hirer with details of special offers and services that may be of interest to you. The Hirer can any time on written notice advise the DCCTL that it does not wish to be included in this activity.

11.6 This Contract shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts to determine any dispute arising out not exceed the charges paid by the Hirer under the Contract.

11.7 DCCTL reserves the right to cancel a room booking for whatever reason and in these circumstances, will endeavor to notify the Hirer as soon as is feasibly possible. DCCTL accepts no liability for any losses which may be suffered by the Hirer (or any person claiming under or through the Hirer) due to the booking cancellation.