

TERMS AND CONDITIONS – VERSION DATED 1st April 2019

THESE TERMS

1. These Terms & Conditions apply to the venue hire of spaces at St Ethelburga's Centre for Reconciliation and Peace, located at 78 Bishopsgate, London EC2N 4AG (the "**Venue**").
2. These Terms & Conditions apply to consumers as well as businesses, to the extent that such terms are valid under applicable laws.
3. References in these Terms & Conditions to "you" refer to the Contracting Entity named in the Booking Request Form.
4. The Venue is owned by St Ethelburga's Centre for Reconciliation and Peace, a company limited by guarantee and registered in England and Wales with Company No. 6408424 and registered office 78 Bishopsgate, London EC2N 4AG and registered charity number: 1121983 (the "**Charity**").
5. St Ethelburga's Centre (Trading) Limited, is a wholly owned subsidiary of the Charity and a company limited by registered in England and Wales with Company No. 10300521 and registered office at 78 Bishopsgate, London EC2N 4AG (the "**Trading Company**").
6. By submitting a booking form in accordance with paragraph 9 below, you agree that the contract for your hire of space at the Venue will be with either the Charity or the Trading Company, as specified by us in your booking confirmation or invoice. References in these Terms & Conditions to the "**Centre**", "we" or "us" shall refer to either the Charity or the Trading Company, as specified by us in your booking confirmation. You can contact us on +44 (0)20 8064 1635 or at venuehire@stethelburgas.org.

BOOKING CONFIRMATION AND PAYMENT TERMS

7. By paying a non-refundable deposit (prices viewable on the availability calendar on our website or at <https://stethelburgas.skedda.com>) we can hold a provisional booking for up to 14 days from the time the provisional booking is made. If during this 14 day provisional period, the Centre receives a booking enquiry from another potential client we will consult with you first, and if you are not in a position to finalise your booking **via email** and within 48 hours Monday-Friday (weekends increase this time) we reserve the right to cancel your provisional booking.
8. To finalise your booking, you must fill in and return a booking request form. The booking request form includes details of the applicable pricing for each of the spaces. This is available at: <https://stethelburgas.org/venue-hire/venue-hire-booking-form/>.
9. Venue hire, equipment and all other charges are subject to periodic review and so may occasionally differ from charges quoted upon your initial enquiry. Where the hire charges have changed, we will discuss this with you before your booking is confirmed.

10. Once we have issued you with an invoice, subject to paragraph 11 below, your booking is confirmed. You must pay the invoice within 21 days from the date of the invoice and if earlier, no later than 3 days before the start date of your event.
11. If you make a booking request 3 days or less prior to the start of your event, you will be required to pay the invoice in full in order for us to confirm your booking.
12. If additional costs occur during your event, (i.e. over-run of time, or additional equipment needs), you will be invoiced for these after the event, such sums being payable to us within 14 days of the invoice.

ROOM HIRE / USE OF VENUE

13. Once a booking is confirmed, you will have access to the applicable space from the time and date specified in your Booking Request Form. When you fill in your Booking Request Form please allow time for setting up and clear-up. Your event must end and the room be cleared no later than the finish time as stated on your booking form. A member of staff will be here to show you around and help where appropriate with your event, but the responsibility for setting up and clearing away lies with you. We will provide you with safety guidelines for the handling of chairs and tables.
14. If your weekday morning event over-runs we will use reasonable endeavours to accommodate you, except where the space is required by a subsequent hirer. Afternoon, evening and weekend events cannot be extended without prior agreement. Time spent occupying the Venue outside of the booked times, or time spent by the caretaker on returning the space to the condition described in Schedule 1 "The Standard" will incur a charge of £60 per hour before midnight and £75 per hour after midnight, or part thereof.
15. Booking Slots are as follows:
Morning bookings are 9am – 1pm.
Afternoon bookings are 1.30pm –5.30pm.
Evening bookings are 6pm – 10pm.
A booking that crosses over the morning and afternoon slots will be considered a full day booking. A booking that doesn't take up the whole of one booking will **not** be eligible for a discounted price (e.g. a booking from 10am to 12pm will still pay the full price for a morning booking).
16. Any accident/injury occurring within the Venue must be immediately reported to the facilitating member of the Venue staff and logged in the Venue's Accident Book. Any damage occurring within the Venue must be immediately reported to the facilitating member of the Venue's staff.
17. The Venue is a Grade 1 listed building and therefore there are a number of controls that we require all hirers to adhere to. Nothing may be attached to any floors, ceilings or walls unless specifically requested and then only with the use of "white tack" which you should bring with you. Any electrical equipment brought in to the Venue must be PAT tested and we must be informed of its intended use prior to the event.
18. You, your staff and your guests (your "**Group**") shall not bring red wine into the Venue.

19. Your Group shall not wear shoes inside the Tent.
20. You will be liable for any costs incurred in repairing any damage to the Venue or contents provided for your event, including glass or furniture breakages, caused by your Group.
21. You will ensure that the maximum expected number of people in your Group does not exceed the number stated in your booking confirmation without our prior written approval.
22. You shall not make use of any trade name, trade mark, service mark, logo or symbol of the Charity or Trading Company in any way whatsoever, except with the prior written approval of the Centre.
23. You shall not sub-licence or share occupation of the hired Venue space without our prior written approval.
24. You shall not use any part of the Venue, including the exterior, to display company signs, notices, or for the display or distribution of promotional material without prior written approval. Any literature or other material brought into the Venue must be removed or packed away immediately after the event.
25. Your use of the Venue does not carry any endorsement by the Charity or Trading Company and none shall be claimed or implied by you in any way whatsoever.
26. Your Group shall not smoke in any part of the building. Smoking is permitted in the main garden but not in the rear garden or Tent area. You must sweep up any cigarette butts which your Group discards on the floor. A bin can be provided in the garden on request 1 working day prior to your event.
27. Your Group shall not put the metal gate on the latch. It must be hooked open or left ajar whilst the guests for your events arrive.
28. Staff and volunteers keep the Venue maintained to a high standard. By hiring our facilities you agree to leave the Venue in a state that is in accordance with the standards which are set out in Schedule 1.
29. Parties which involve alcohol may be subject to a cleaning fee. This is at the sole discretion of the Centre and will be communicated to you prior to you sending the booking form.

CANCELLATION POLICY

30. Should you wish to cancel your confirmed booking, please advise the Centre immediately via telephone and confirm via email. The following cancellation fees will apply:

For a cancellation made:

- More than 8 weeks in advance of your event date, you will incur an admin fee of £28.
- Less than 8 weeks in advance of your event date, you will be charged 40% of the total hire fee set out in your invoice.
- 14 days or less in advance of your booking, you will be charged the full hire fee set out in your invoice.

31. We reserve the right to terminate your booking without liability immediately upon notice to you if, in the sole discretion of the Centre:
- (i) You have not paid us the Venue hire fee within 21 days from the date of our invoice or if earlier, no later than 3 days before the start date of your event.
 - (ii) Your event may bring bad publicity or disrepute upon the Charity or the Trading Company.
 - (iii) Your event may cause a breach of applicable laws.
 - (iv) Your event may lead to a breach of the Charity's charitable objectives.
 - (v) Your event is of a different nature than that set out in your Booking Request Form.
 - (vi) The expected number of people in your Group will exceed the maximum number stated in your Booking Request Form (or otherwise agreed with the Centre in writing) and you do not rectify this within 10 days of us providing notice to you and in advance of the event date.
 - (vii) You breach any other of these Terms and Conditions and you do not rectify this within 10 days of us providing notice to you and in advance of the event date.
32. In the event your booking is terminated under any of the circumstances set out in paragraph 31 above, cancellation charges as detailed in paragraph 30 above may also be payable, in the Centre's sole discretion.
33. The Centre may terminate your booking without liability in circumstances outside our reasonable control. These may include, although not exclusively, Act of God, fire, refusal to grant or extend a licence, industrial action whether involving Centre employees or a third party.

CATERING

34. Teas and coffees can be provided in the Venue by the Centre and will be charged at £2.50 per person per round. The Centre cannot provide catering (except teas and coffees) for events. Your Group are welcome to bring pre-prepared food and serve it themselves, or arrange for a delivery service. If you intend to use a third party caterer for a sit-down event you may be required to use our preferred supplier, details of which are available on request. No other third-party caterer may be used without our prior written consent. Where you or a third party are serving food at the Venue, you must obtain public liability insurance in respect of the serving and consumption of food.
35. Food and drink (except alcohol) are allowed in the Tent with care. You will be required to pay for the cleaning of any spillages.

EQUIPMENT

36. The Centre can provide a projector, sound equipment and microphones for a fee (as set out in the Booking Request Form). These will be set up for you by our caretaker in the nave. Flipchart stands and flip chart pads and/or pens are also available for a fee. We strongly advise that you check your laptop with our Audio Visual equipment before the event day, in order to ensure compatibility. Please contact us if you would like to arrange testing of the equipment. If you are playing music during your event we ask that you do so at a reasonable volume which will not disturb people outside the building. We reserve the right to reduce the music playing at your event to what we consider to be a reasonable volume. Please let us know in advance if you wish to use our speakers or bring your own. Please if

possible bring any videos you wish to play on a hard drive rather than streaming them over the internet. Please ensure drinks do not go near the speakers, as if any liquid seeps under the sockets near the speakers it could cut the power to the whole nave.

37. Telephone calls, photocopying and other business services are not included in your venue hire arrangements. These services may be available at the discretion of the Centre and if pre-arranged. The agreed charge will be itemised on your invoice separately.
38. If you wish to deliver items of equipment or literature prior to your event we can only accept things, subject to agreement, 1 working day (Mon-Fri) before your event. Property should be clearly addressed with the name of your organisation. We reserve the right to dispose of any items unless they are collected within 2 working days (Mon-Fri) of your departure. If you intend to provide your own IT equipment and presentations, please inform the Centre, but please note that the Centre cannot provide technical assistance with such items nor shall it accept responsibility for any malfunction. It is your responsibility to satisfy yourself as to the suitability of such equipment for the environment in which it is to be used. You shall be responsible for the security and insurance of any such equipment, for obtaining all consents of licences and for its prompt removal at the end of the event.

HEALTH AND SAFETY

39. You shall comply at all times with the Centre's fire, emergency and Health & Safety regulations (a copy of which is available on request). Fire escape routes are displayed throughout the Venue.
40. You shall comply with the Centre's security requirements at all times and follow any specific security related instructions, which may be given by Centre staff at any time.

INDEMNITY AND INSURANCE

41. You shall indemnify the Charity and the Trading Company against all claims, demands, actions, costs, expenses, losses or damages, arising from or incurred by reason of you or your Group's actions and/or omissions in relation to the Venue or event or which arise in any way from fulfilment or non-fulfilment of your obligations under these Terms & Conditions, or your obligations to third parties. This shall include, but not be limited to, loss or damage to the Venue, fixtures, fittings, furnishings, equipment, stock and other contents howsoever arising.
42. If requested by the Centre, you shall effect and maintain Events, Public Liability or other insurance to a level notified by the Centre which will indemnify you, your agents or contractors or your or their employees or guests against any claim, costs and expenses incurred in respect of any injury to any person or loss or damage to property howsoever arising from this event, and you shall, if so requested by the Centre, provide certificates as evidence of such insurance cover.
43. In no circumstances shall the Charity or the Trading Company be liable to you, in contract or in tort, including negligence or breach of statutory duty for:
 - (a) Any increase in your costs or expenses.
 - (b) Any loss of your profit, business, contracts or goodwill.

(c) Any indirect or consequential damage of any nature whatsoever.

44. In no circumstances shall the Charity's or the Trading Company's aggregate liability arising out of or related to our agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the fees paid to the Centre pursuant to these Terms & Conditions.
45. Nothing in these Terms & Conditions shall operate to limit or exclude our liability for our own fraud, death or personal injury caused by our negligence, or any other liability that cannot be excluded or limited by law.

COMPLAINTS

46. If you have a complaint prior to or during the event, you shall notify us immediately and we will do what we can to help. If any complaint arises out of the booking or our performance of the contract you shall provide written details within seven days of the event.
47. If two or more persons or organisations are named on the Booking Request Form the liability of each is joint and several. This means that each person can be held fully responsible for all the responsibilities under this Contract.

SECURITY

48. PLEASE NOTE: It is the responsibility of you and your Group to keep your valuables with you at all times. The Centre takes no responsibility for items that are lost, stolen or damaged. Note that any personal/valuable items left near the coat racks in the main building are still vulnerable there as this area is supervised by the staff at the Venue.
49. We reserve the right in our absolute discretion to refuse entry to or to demand the departure from the Venue of any person who appears (in our absolute discretion) to be intoxicated or otherwise appears to represent a threat to the security of the Venue, its equipment, its fixtures and fittings, or to themselves or to any other people on or around the Venue.

FIRE PROCEDURES

50. Using the flyer which will be provided to you, please note and inform your delegates of the Emergency/Fire Exits from the building which are clearly marked.

WHEELCHAIR ACCESS

51. All public areas in the building are fully wheelchair accessible. Please advise us in advance of your event of the number of wheelchair users expected so that full assistance can be given where necessary, and so that appropriate arrangements can be made.

ENFORCEABILITY

52. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

GOVERNING LAW

53. These Terms & Conditions and any dispute or claim arising out of or in connection with them (including any non-contractual claims or disputes) shall be governed by and construed in accordance with English Law.

JURISDICTION

54. The parties irrevocably submit to the exclusive jurisdiction of the English courts.

SCHEDULE 1

VENUE STANDARDS

Nave

- . No chairs or folding tables left out, except 4 in a row in the chancel with their backs to the glass.
- . Manual handling training will be provided for stacking chairs and folding away tables after use.
- . The piano may only be played with the permission and should not be moved .
- . The cross of nails may be moved to the niche to its right and replaced after the event.
- . The altar and lecturns may not be moved without permission.
- . **Never move the 2 sets of speakers.**

Annex

- . Chairs neatly positioned around table in horseshoe; brush crumbs off the seats.
- . Clear away tables, all rubbish and crockery so that sideboard and table surfaces are left clear and clean.

Kitchen

- . Keep surfaces completely clear except for appliances & washing up rack.
- . Wash up crockery & cutlery; put away when dry; leave counter clean/clear.
- . Following an event load dishwasher and ask member of staff to run the cycle.

Tent

- . Seat cushions flat; 1 scatter cushion per seat.
- . Rugs straight, flat & clear of papers and crumbs.
- . Nothing discarded on ledge; never put clothing or anything flammable on the ledge.
- . Lower heating to 5 deg, close door and switch off lights.

Tent Courtyard, Garden Courtyard and Passage

- . Sweep up any litter or discarded cigarette butts left by your Group and place in the bin in the garden.