

Venue Hire Terms and Conditions

1. Confirmation by the Client

- 1.1 All bookings will be considered as provisional until the Contract is signed by both the Client and Goodenough College (referred to in the Contract as the Venue/we/us. Once the Contract is signed by both parties, all such facilities and services reserved on your behalf will be subject to the terms and conditions of the Contract.
- 1.2 The Contract must be returned by the Client and received by the Venue within 3 working days of the date of issue, and no later than 48 hours in advance of the event date. If the Contract is not received by the Venue within this period, the Venue reserves the right to release the provisional booking and re-let the facilities.
- 1.3 The meeting rooms are available for the time shown on your Contract. Any extension may incur additional charges.
- 1.4 From time to time we may issue additional event information to you as additional details of your booking are agreed. These are known as 'Event Notes' and they act as an Addendum to this Contract and are subject to the same Terms and Conditions of this Contract. The Client has an obligation to ensure any errors are raised within 3 working days from when the Event Note is issued (minimum of 48 hours in advance of the event date). The Venue will assume deemed acceptance of the details within the event note should the client not respond within 3 days. The Venue reserves the right to require a signature, or other written acceptance, of an Event Note. The lack of a signature or other written acceptance would not negate the deemed acceptance should the Client fail to provide this within the above terms.
- 1.5 The Venue will endeavour to meet the requirements of the Client however only those requirements detailed in either the most recent Contract signed by the client or the most recent Event Note approved by the client (whichever is later) will apply.
- 1.6 The Contract comprises these terms and conditions and the booking information page together with any Event Notes issued in accordance with clause 1.4 above. In the event of any conflict between these documents the following order of precedence will apply: (i) the Event Notes (newest to oldest); (ii) the booking information page; and (iii) these terms and conditions.

2. Venue Hire Numbers

- 2.1 Numbers must be advised to the Venue at the time of verbal confirmation and will be identified on the Contract.
- 2.2 Minimum numbers apply for packages and are outlined on the Contract.
- 2.3 As the specific details of the booking are established, the value of the booking will inevitably increase. From time to time we will issue you with an updated Event Note which will include the current value of your booking which will be subject to clause 1.4 above.



- 2.4 Final timings, menus and any special requests must be confirmed to the Venue at least 14 days prior to arrival.
- 2.5 Delegate Numbers (and any related catering and equipment requirements) can only be increased, not decreased. Should your numbers therefore drop below the originally contracted delegate numbers you will still be liable for payment for the greater numbers.
- 2.6 You shall not exceed the maximum capacity of your contracted room in your chosen layout as notified to you by the Venue. Your Event Manager will be able to advise you of alternative layouts or room availability should your requirements extend beyond your contracted room capacity (additional charges will apply for room upgrades).
- 2.7 You agree to comply (and to procure that your employees, contractors or any other guests or invitees to the premises by you (together referred to as your 'Guests') comply with) with any reasonable instructions issued by the Venue from time to time in relation to your organisation of the event and your use of the premises.

3.1 Venue Hire Payment

- 3.1 A deposit of 50% is required within 1 month of confirming the event by way of returning a signed Contract, or a 100% deposit if the booking is taken within 60 days of the event date.
- 3.2 Clients who have a credit arrangement with the Venue will be invoiced for the remaining amount after the event. Clients who do not have a credit arrangement with the Venue must pay the contract total in advance of the event date. In the event of payment becoming overdue, interest at 3% above the prevailing Bank of England base rate, as at the date when payment became due, will be added to your account for each month or part of month that the account remains unpaid. The Venue requires at least 14 days' notice prior to arrival date to arrange any credit facilities. Credit accounts must not exceed their credit limit at any time.
- 3.3 Payment must be received within 30 days of the written invoice being issued, should payment not be received additional charges may be incurred.
- 3.4 Payment must be made in pounds sterling (UK). We reserve the right to pass on any bank charges resulting from exchange of foreign currency payments.
- 3.5 We reserve the right to carry out credit checks on you and to withdraw or refuse credit facilities as we feel appropriate. Should a deposit or pre-payment be required for any event, this will be specified on the Contract.
- 3.6 Unless otherwise expressly stated in the Contract documentation prices are quoted exclusive of VAT. The VAT is quoted at the rate prevailing when the Contract was prepared and are subject to alterations should the rate change.



4. Catering and Equipment Requirements:

- 4.1 All catering and equipment requirements must be confirmed in writing 14 days prior to the event taking place and are subject to availability.
- 4.2 Any request after this date will be arranged if possible, however the Client will be liable for any additional costs incurred.
- 4.3 The Venue will issue an Event Note in respect of any catering and equipment requirements which will be subject to clause 1.4 above. 4.4 Only catering supplied by the Venue's in-house caterers may be consumed on the premises, unless permission for the buy-out of catering services has been agreed by the venue and is detailed within the contract. A breach of this term will result in the client being liable for the full buy-out fee.
- 4.5 The Client will be responsible for any externally arranged entertainment, services, equipment or activities. However, the Venue reserves the right (but without obligation) to inspect and approve any externally arranged entertainment, services, equipment or activities that you have arranged in line with the Venue's health and safety. The Venue will not be liable for any loss or resulting costs from such inspection or as a result of the externally arranged entertainment, services, equipment or activities failing to pass such approval process.
- 4.6 Neither the Venue nor its sub-contractors or suppliers, will be liable for any failure to provide or delay in providing facilities, services, food or beverages as a result of events, causes, circumstances or matters outside its or their control. However the College will endeavour to pass on any compensation or waiver of fees received from an affected supplier (if any).

5. Venue Hire Cancellations:

Cancellation by the Client

- 5.1 In the unfortunate circumstances the Client has to cancel a confirmed booking at any time prior to the event taking place, the College will make every effort to re-sell the facilities, but reserve the right to charge a cancellation charge. Cancellations charges are as follows:
 - a. Within 180 days of the event, 50% of the estimated cost of the event.
 - b. Within 60 days of the event, 75% of the estimated cost of the event.
 - c. Within 14 days of the event, 100% of the estimated cost of the event.
- 5.2 Any cancellation, postponement or partial cancellation must be received by the Venue in writing.
- 5.3 The estimated cost of the event will be taken from the value of your current Event Note or Contract (whichever is most recent and subject to clause 1.4 above).



- 5.3 Definitive cancellation charges due can only be confirmed to you after the intended date of your event, when we shall reduce the charge by the profit on any alternative business we have been able to secure on your behalf.
- 5.4 If a deposit and/or other pre-payments have been made by you and such amounts are less than or equal to the amount of any cancellation charges due, they shall be non-refundable and you will be liable for any additional balance owed which will be invoiced to you at the time of the cancellation and payable within 30 days.

Cancellation by the Venue

- 5.5 Should the Venue for reasons beyond our control need to make any amendments to the Client's booking, we reserve the right to offer alternative facilities within the Venue which will be of an equal or higher standard to those facilities booked or offer an alternative date(s).
- 5.6 The Venue reserves the right to cancel your booking at any time in the event that:
- (a) the Venue has reason to believe that the event is in breach of Goodenough College's Prevent policy (which is issued as part of the UK Government's anti-terrorism Prevent strategy). This includes any events that, in the College's view, are likely to express or constitute extremist views by way of subject matter or invites encouragement or support for a proscribed terrorist organisation; or
 - (b) the booking might, in the opinion of the Venue, prejudice the reputation of the Venue;

In the event of such cancellation no refund will be payable and we reserve the right to raise an additional invoice in respect of unavoidable and/or committed costs incurred in servicing the booking.

- 5.7 In the event that the Client is more than 30 days on arrears with payments due to the Venue, the Venue reserves the right to cancel your booking and cancellation charges will apply which will be calculated in accordance with clause 5.1 above.
- 5.8 The Venue (either itself or acting through its agents or other personnel) reserve the right to summarily terminate the event as a result of actions taken by the Client and/or their Guests that contravene any fire, health and safety regulations; which may constitute a safety hazard with the College; or are unable to correct any aspect of poor behaviour or activities unacceptable to the Venue. Should this occur, no monies will be refunded to you.
- 5.9 The Venue reserves the right to cancel your booking at any time in the event that a significant event takes place relating to our patron. In the event of such a cancellation a full refund will be provided.
- 5.10 The Venue will not be liable for any loss suffered by you or any third party as a result of any cancellation by the Venue however occurring.



6. Pandemics:

- 6.1 Both parties acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with any official guidance from UK Government. The parties agree to communicate, without delay, any issues they may have in performing their obligations under this agreement.
- 6.2 The client acknowledges that COVID-19 may require the Venue to take one or more of the following measures for the safety of our staff and the safety of delegates attending the event to which this booking relates:
- (i) Impose maximum delegate numbers at the event;
 - (ii) Limit food or drink availability;
 - (iii) Impose specific requirements regarding personal protective equipment such as the wearing of masks;
 - (iv) Restrict the numbers of overnight stays if applicable;
 - (v) Limit any planned entertainment for your event;
 - (vi) Designate alternative entrance and exit routes.
- 6.3 If government restrictions prohibit the event from proceeding, one date postponement of mutual agreement will be permitted. Further date postponements will be considered on a discretionary basis. The postponement date must be agreed in advance of the contracted event date, will be dependent on venue availability and must take place within the same financial year where possible. If an alternative date for the event cannot be agreed the booking will be deemed cancelled and cancellation fees applied. Any request for the waiver of cancellation fees (partial or full) must be made in writing, in advance of the contracted event date, and will be considered on a case-by-case basis.
- 6.4 If you request a reduction in contracted Daily Delegate Rate (DDR) numbers due to infections or travel restrictions the Venue will permit a contractual change from a DDR to a Room Hire Rate so that catering numbers may be reduced the reduction will be capped at 50% of the original contracted number or the published minimum menu number, whichever is higher. Reduced numbers must be received no later than 3 working days in advance of the event date after which time full costs will apply.
- 6.5 If the Venue is required to close our venue for the protection of our residential community and/or staff, you can choose between a refund in full with no further monies owed or a date postponement [availability dependent].

7. General Conditions:

- 7.1 The Client is required to have insurance against damage at or to the venue, its contents and public liability in the minimum amount of £1,000,000 (any one occurrence). We recommend the Client also has insurance in place to protect their event against cancellation or abandonment with a minimum sum insured based on the anticipated contractual fee.



- 7.2 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.
- 7.3 Subject to clause 7.2, the Venue shall not be liable for: (a) any injury to, the Client or the Client's Guests; or (b) damage, loss or theft of any goods or property of the Client or the Client's Guests.
- 7.4 Subject to clauses 7.2 and 7.3, the Venue shall not be liable to the Client whether in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise for any loss of profits (whether direct or indirect) or for any indirect or consequential loss and the Venue's total liability to the Client shall not exceed an amount equal to the Fees paid by the Client to the Venue for the booking.
- 7.5 The client will be responsible for the costs of repairing any damage caused from the hire of the facilities to the property, contents or grounds however such damage is caused i.e. yourselves, or your Guests and must be reimbursed to the Venue by the Client.
- 7.6 The Client will comply (and procure that its Guests comply with) all applicable laws, rules, regulations and conditions (including licensing and health and safety conditions) and the Client will not do (and will procure that its Guests will not do) anything which could put the Venue in breach of its own obligations in this respect.
- 7.7 The Client is responsible for ensuring that any band or musician employed by them complies with statutory requirements and the requirements of the Venue.
- 7.8 Amplified music must never exceed a maximum of 85 decibels. We exercise the right to limit sound should we consider it excessive.
- 7.9 As we are a residential college, the Client must ensure that they and their Guests keep to the area/s which they have hired under this Contract. All other areas are out of bounds unless otherwise agreed with the Venue, or its agents.
- 7.10 Smoking is not permitted within College boundaries.
- 7.11 For all events use of the room outside agreed start or finish times will be charged at £150.00 plus VAT per hour or part thereof with the exception of the Great Hall which will be charged at £350.00 plus VAT per hour or part thereof.
- 7.12 The client will be responsible for removing all their property, rubbish and materials from the venue at the end of the event date. Further information on deliveries and collections can be provided to you by your Event Manager. Failure may result in the venue recovering the cost from the client.
- 7.13 For filming or more complex events you will need to provide RAMS for sign off.



Agreement of Hire

I hereby agree to the above contractual agreement. I understand and will adhere to the booking details and terms and conditions of business as detailed above:

Client:

Name (Please Print)

Position

Signature

Date

In order to hear about special offers and venue hire updates please tick to opt in to the Goodenough College Event & Venue Hire mailing list

Venue Countersignature:

Name (Please Print)

Position

Signature

Date
