

St. Richard's Hospice Room Hire Terms and Conditions

These terms (together with the documents referred to in them) tell you the terms and conditions on which we, St. Richard's Hospice Foundation, ("We", "Us", "Our"), enable you ("You", "Your") to make a booking in respect of any of Our conference and meeting rooms ("Rooms")

Please read these terms and conditions carefully before booking Our Rooms.

You should understand that by booking Our Rooms, you agree to be bound by these terms and conditions.

You should print/retain a copy of these terms and conditions for future reference.

Please understand that if You refuse to accept these terms and conditions, You will not be able to book Our Rooms.

Information about Us

We are a registered charity (Registered Charity Number: 515668)

www.strichards.org.uk is a website operated by St. Richard's Hospice Foundation.

Your status

By making a booking with Us for Our Rooms, You warrant that:

- You are legally capable of entering into binding contracts; and
- You are at least 18 years old.

How the contract is formed between You and Us

Should You wish to make a booking, please print out/fill in a copy of Our booking request form and return it to: us either by email, fax or by post.

Please note that receipt by Us of Your booking request does not mean that Your booking has been accepted.

We accept no responsibility for booking requests that do not reach Us for whatever reason.

Your booking request constitutes an offer to Us to secure Our facilities.

All bookings are subject to availability and formal acceptance by Us, and We will confirm such acceptance to You by sending You an email stating that the booking has been confirmed (the "Booking Confirmation").

The contract between Us ("Contract") will be formed when We send You the Booking Confirmation.

The Contract will relate only to those Services which We have confirmed in the Booking Confirmation.

The number of delegates stated at the time and reservation will determine the size of the Room allocated.

If You require a particular room and/or room layout, this must be indicated on the booking request.

For catering requests You shall notify Us of final numbers expected to attend a function 48 hours prior thereto.

Our Premises

Room hire runs alongside Our normal office hours of 9.00am to 5.00pm. Facilities such as reception and catering may not be available outside of these hours.

Access to the car-park is more difficult between 8 a.m. and 8.30 a.m. Please make delegates aware of this as delays in accessing the building may occur.

Rooms can be hired for hours outside these times subject to a surcharge payable (such surcharge is advisable upon request).

You are liable for any loss or damage which You may cause to Our premises and agree to adhere to all housekeeping rules, procedures and policies that may be in place from time to time.

You shall not use the Rooms other than in connection with Your normal business activities.

You must comply with all relevant laws and regulations and in any event shall not permit the Rooms to be used for any illegal activity. You shall not install in the Rooms any furniture, equipment or signage whatsoever or alter the Rooms or their fittings without prior written agreement and appropriate additional charges.

You shall not use the Rooms in any way which results in annoyance or disturbance to Us or any other users of Our services.

You may arrange for an external caterer to provide refreshments to You upon prior arrangement with Us only.

You shall vacate the Rooms at the expiry time(s) specified otherwise You shall be subject to additional charges. We shall be entitled to allocate to You a similar sized Room if You have requested a specific Room. We shall take reasonable practical steps to provide the Room in good working order and properly cleaned and equipped. If You have a disability or medical condition that requires special arrangements to be made, please notify Us of Your requirements when making a booking.

Equipment

We can provide the following equipment to You (at an additional cost where indicated) ("Equipment"):

- Data projector
- Laptop/PC (dependent upon room);
- Flipchart and pens
- Lapel radio microphone (upon request and at additional charge)

You shall be liable at all times for the loss or damage of any Our Equipment.

Price and payment

The price of Our Rooms and Equipment will be as quoted in Our brochures and flyers and on Our Site from time to time, except in cases of obvious error. These prices are exclusive of VAT.

Prices are liable to change at any time, but changes will not affect bookings in respect of which We have already sent You a Booking Confirmation, except in cases of obvious error.

Any additional charges for use of our Services such as secretarial services, binding or photocopying will be deducted from your credit or debit card, payable by cash upon departure or, if you hold an account with Us, We shall raise an invoice in accordance with Our usual procedures as outlined below.

Payment

If You do not have an account with us return Your booking request form to Us by post or in person with enclosed cheque made payable to St. Richard's Hospice.

If you have an account with Us return Your booking request form to Us by fax, email and We shall raise an invoice for payment of the Services.

Payment of Our invoice shall be due strictly in accordance with our standard invoice terms (seven days from date of invoice).

We shall be entitled to charge You interest on late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time).

Alternatively, should You so wish, please enter your credit/debit card details on the booking request form or telephone us with Your details and we shall process them accordingly.

Our refunds policy

We reserve the right to raise the following charges in the case of cancellation by You for whatever reason:

- **Cancellation up to 4 weeks of the date on which the Services are to be rendered - 50% of agreed Room booking charges;**
- **Cancellation within 2 - 4 weeks of the date on which the Services are to be rendered - 75% of agreed Room booking charges; and**
- **Cancellation within less than 2 weeks of the date on which the Services are to be rendered - 100% of agreed Room booking charges.**
- **Cancellation less than 72 hours will incur 100% of agreed Room booking charges and all booked catering costs.**

You hereby acknowledge that such charges are a fair estimate of the cost incurred by Us upon cancellation. Where a confirmed booking is cancelled, You are additionally liable for all charges for which We are liable to third parties (such as caterers and equipment services).

For cancellations over 2 weeks of the date on which the Services are to be rendered, any sums remaining following deduction of the applicable cancellation charges shall be returned to You by way of a credit note (which is not personal to You and can be redeemed against any of Our other Services) or, at Our discretion, refund to You. Any credit note must be used within the financial year of issue (please note that Our financial year runs from 1 April to 31 March).

If You fail to arrive on the date on which you have booked a Room and have not given Us prior notice then You shall not be entitled to any refund, credit note or otherwise pursuant to Our refunds policy.

We shall be entitled to cancel Your booking where We need to do so due to circumstances outside of Our control (including, but not limited to, situations where Our premises, or any part of it is closed due to fire, industrial dispute, Act of God, by order of any public authority or otherwise) or if You are more than 30 days in arrears with any payment due to Us or if it may prejudice Our reputation. We shall have no liability for losses or costs which You may incur due to such cancellation but We shall refund your booking payment (in full as soon as possible) or offer You an alternative date for room hire if one is available. You have the choice of accepting the refund or the alternative date.

We will usually refund any money received from You using the same method originally used by You to pay for Your purchase but reserve the right to refund using an alternative method.

Our liability

Subject to the following paragraphs, We will be responsible for any losses You suffer as a direct result of Us breaching these room hire terms and conditions if those losses were reasonably foreseeable to both You and Us at the time the Contract was formed.

Our liability to You under these room hire terms and conditions will not exceed the total price charged for the Services that You have booked or £100 (if higher).

Subject to the paragraph above, persons attending Our premises to utilise the Services shall be required to keep their personal belongings with them at all times and We accept no liability for damage to, or loss of, personal belongings. We do not accept any responsibility for any loss (including, without limitation, theft) of any property occasioned on Our premises or at external venues save for any damage caused by Our negligence in which circumstances Our liability shall be limited to the amount of Our insurance for such losses. We will not be responsible to You or any third party for any business loss (including loss of revenue, profits, contracts, anticipated savings, wasted expenditure, data or goodwill) or any other loss or damage which does not result directly from Our actions or the actions of Our sub-contractors or agents, is consequential or was not reasonably foreseeable to both You and Us when the Contract was formed.

Nothing in these room hire terms and conditions excludes Our liability to You for personal injury or death caused by Our negligence.

Damages

The premises must not be used for any purpose other than the purpose specified in the contract. You will be responsible for the conduct and behaviour of all people attending your event and shall take good care of, and shall not permit any damage to be done to the premises, or any part of the premises or the fixtures, fittings and equipment on the premises or to any part of the building. Any damage shall be made good by the Hospice at the cost of you and you will be notified in writing within 24 hours of any damages found.

Written communications

Applicable laws require that some of the information or communications We send to You should be in writing. If You use Our Site, You accept that communication with Us will be mainly electronic. We will contact You by e-mail or provide You with information by posting notices on Our Site. For contractual purposes, You agree to this electronic means of communication and You acknowledge that all contracts, notices, information and other communications that We provide to You electronically comply with any legal requirement that such communications be in writing. This condition does not affect Your statutory rights.

Privacy, Confidentiality and the use of images/ logos and other resources.

St. Richard's Hospice must be copied in to all external communications that refer to the hospice and /or any of its business, activities or resources. Written approval from the Hospice Communications and/or Senior Management Team must be provided prior to sharing externally.

The hirer will not use any images related to the Hospice (buildings, staff or any other facility/resource) without written approval from the Hospice Communications and/or Senior Management Team.

Any other use of the Hospice site or resources outside of the terms of Room Hire is strictly prohibited.

You may not reproduce or use any framing techniques to the logo of St. Richard's Hospice nor use any meta tags or other hidden text without our prior written consent. You may not link to the Hospice website without our prior written consent.

Privacy

Our Privacy Policy on Our website explains how We will use the information which You have provided to Us.

Notices

All notices given by You to Us must be given to St. Richard's Hospice, Wildwood Drive, Worcester, WR5 2QT or edavis@strichards.org.uk.

We may give notice to You at either the e-mail or postal address You provide to Us when making a booking, or in any of the ways specified in the written communications paragraph above. Notice will be deemed received and properly served 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

Transfer of rights and obligations

The Contract between You and Us is binding on You and Us and on Our respective successors and assigns. You may not transfer, assign, charge or otherwise dispose of a Contract, or any of Your rights or obligations arising under it, without Our prior written consent. We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of Our rights or obligations arising under it, at any time during the term of the Contract.

Events outside Our control

We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under a Contract that is caused by events outside Our reasonable control ("Force Majeure Event") which includes any act, event, non-happening, omission or accident beyond Our reasonable control and includes in particular (without limitation): strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; and/or the acts, decrees, legislation, regulations or restrictions of any government.

Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and We will have an extension of time for performance for the duration of that period. We will use Our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which Our obligations under the Contract may be performed despite the Force Majeure Event.

Waiver

If We fail, at any time during the term of a Contract, to insist upon strict performance of any of Your obligations under the Contract or any of these terms and conditions, or if We fail to exercise any of the rights or remedies to which We are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve You from compliance with such obligations. A waiver by Us of any default shall not constitute a waiver of any subsequent default.

Severability

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

Entire agreement

These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

Our right to vary these terms and conditions

We have the right to revise and amend these terms and conditions from time to time to reflect changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in Our system's capabilities.

You will be subject to the policies and terms and conditions in force at the time that You place a booking with Us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to bookings previously made by You), or if We notify You of the change to those policies or these terms and conditions before We send You the Booking Confirmation (in which case We have the right to assume that You have accepted the change to the terms and conditions, unless You notify Us to the contrary within seven working days of receipt by You of the Booking Confirmation).

Law and jurisdiction

Contracts for the booking of Our Services will be governed by the law of England and Wales. Any dispute arising from, or related to, such Contracts shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.

Important Fire Safety Information

Please ensure this information is passed on to ALL individuals who will be visiting St Richard's Hospice.

A plan of the building showing the nearest fire exits is displayed in all meeting rooms. Please take a few minutes at the beginning of your meeting to ensure everyone in the room is familiar with this. There are refuge areas marked on the plan for disabled visitors who cannot use the stairs. Please call us to discuss arrangements if you are expecting more than 4 visitors at any one time who will be unable to use the stairs.

If you discover a fire

- Raise the alarm using a break glass call point positioned by all exits. This will alert others to evacuate the building and will automatically call the fire service.
- Only use an extinguisher if you know how to do so and it will not put you or others in danger.

If the Fire Alarm sounds

- IMMEDIATELY leave the building using the NEAREST available exit and make your way to the Assembly Point at the far end of the car park at the front of the building.
- DO NOT use the lift.
- DO NOT stop to collect personal belongings.
- DO NOT stray off the main corridors.
- DO NOT re-enter the building until the lead Fire Officer gives permission to do so.

Please note that there will be a regular **fire alarm test every Monday afternoon at 2pm** – please advise all visitors to expect this. There is no need to evacuate the building providing the alarm does not sound for more than a few seconds.