



TERMS AND CONDITIONS FOR ROOM HIRE

1. Who is this contract between

The contract pertains exclusively to Coventry Boys and Girls Club (CBGC) and you, and is not applicable to any other individual or organisation on behalf of whom You make reservations for rooms, meals, or facilities. You bear the full responsibility for settling all incurred charges, including any additional costs that may arise within the context of this agreement. This contract is strictly binding on you and cannot be assigned or transferred to any other individual or organisation.

2. Provisional bookings

CBGC is pleased to grant you the opportunity to secure a provisional booking. Feel free to cancel such bookings at your convenience without incurring any penalties. However, if you choose not to confirm your provisional reservation, please be aware that we retain the right to cancel it. Rest assured, we will make every effort to provide you with a 24-hour notice before doing so.

3. Confirming your booking

Your booking is officially confirmed based on the following terms and conditions, upon the receipt of either an email confirmation or a signed Booking Form by CBGC from you. The Booking Form will comprehensively outline all the facilities You have reserved, along with a clear description of any additional arrangements that have been mutually agreed upon between you and CBGC.

To ensure a smooth booking process, kindly provide CBGC with confirmation of specific requirements for your event, including what we will or will not provide you on the day. This will be documented in the form of a checklist, compiled based on the details you have provided. Prior to your event, CBGC will send this checklist arriving to your inbox, allowing ample time for your review.

We kindly request that you thoroughly review this checklist and make any necessary amendments if required. Your final approval, signifying the accuracy of the information, is kindly requested to be sent back to us via email within 3 days leading up to the event.

In the event that you verbally request CBGC to confirm a booking, it is essential that you promptly follow up by sending an email to CBGC to reiterate and confirm your specific requirements. CBGC must receive this email within a maximum of 3 days from your initial verbal request. Failure to do so may, at the sole discretion of CBGC, result in the cancellation of the booking.

By confirming a booking, you are explicitly agreeing to assume responsibility for all charges as detailed in the Booking Contract, unless these charges are subsequently modified or cancelled in accordance with the stipulations outlined in clauses 6, 7, 9, or 10 below. In such cases, you are obligated to settle the charges as specified within the respective clause.

4. Making a booking more than a year ahead

If you decide to book more than a year in advance, please be aware that CBGC may need to adjust its pricing. When making a reservation, you commit to covering the fees associated with the facilities you've selected, in addition to any applicable VAT, at the prevailing rate during the event. CBGC retains the authority to revise its prices beyond the initial quotation you received during the booking process. After confirming your booking, CBGC will promptly inform you of any alterations to the pricing structure. In the event of such changes, you reserve the right to cancel your reservation without incurring any charges, as long as you provide written notice to CBGC within two weeks of receiving notification about the price adjustments. Should you choose not to cancel your booking, you agree to pay the revised amount.

5. Paying your invoice

Unless CBGC has requested a deposit or advance payment as outlined in clause 6, you will receive an invoice for all charges. It is required that you make payment in sterling by BACS transfer to the address specified on the invoice within 14 days from the invoice date. Please ensure you include your Invoice reference number when submitting your payment. Additionally, any bank charges associated with the transaction are your responsibility.

Failure to settle the invoice in full within the 14-day period may result in us applying interest charges on the outstanding amount. These interest charges will be calculated based on the current annual

interest rate and will accrue on a daily basis until the date of payment, both prior to and after any legal judgment.

6. Payment in advance

CBGC retains the authority to conduct a credit check at any point to ensure your capability to meet all forthcoming charges promptly. In the event that CBGC is not reasonably assured of your ability to meet these charges, it reserves the exclusive right to potentially cancel the reservation. However, this cancellation can be averted if you opt to make a deposit or prepay a portion or the entirety of the charges, as determined by CBGC. The specific amount of the deposit or partial payment is subject to CBGC's sole discretion. This policy also applies should CBGC later become aware of any financial difficulties on your part.

Additionally, please be advised that we may levy an extra fee if the space is not left in a clean and orderly condition, if any debris remains unremoved, if any damage has occurred to the premises, or if there have been instances of excessive noise or disruptive behaviour.

7. Altering your booking

If you need to make changes to your booking, we kindly request that you provide written confirmation via email at least 5 working days prior to the desired alteration.

8. Extra facilities and equipment

If you should require any supplementary amenities or additional services, CBGC is dedicated to making every reasonable endeavour to meet your needs. While we are fully committed to fulfilling your requests, we cannot assure their absolute fulfilment; however, we will diligently work to accommodate them. It is important to note that we do not assume any liability in the event that we are unable to fulfil your requests. Furthermore, please be informed that CBGC does not provide extras like cables and speakers associated with the use of our equipment, and we kindly request that you bring your own.

9. Cancelling all or part of your booking

CBGC offers two distinct booking options: one-off bookings and block bookings. It will be explicitly indicated at the time of booking which type you are making, so please ensure that you carefully review the applicable terms below in relation to your chosen booking type.

One-Off Booking: This category applies to individuals, groups, or organisations seeking to utilise our facility for a specific, one-time purpose, whether it spans a single day or extends across multiple days.

Cancellations must be officially confirmed in writing. If you provide written confirmation of cancellation at least 10 weeks before the scheduled event date, you will not incur any cancellation charges. However, if you confirm a cancellation outside of this before the scheduled event date, a cancellation charge will be applied as outlined in the table below. These cancellation charges will be calculated from the date we receive your written confirmation and must be settled upon submission of the final invoice. The total estimated charges will be based on the confirmed booking numbers and all pre-booked facilities, including room hire, catering, and equipment.

Block Bookings: This category relates to bookings that span multiple time periods and cover a duration of more than one week.

Period of Notice	One Off Booking Cancellation Charge %	Block Booking Cancellation Charge %
7-10 weeks prior to the event date	10%	No Charge
3-6 weeks prior to event date	30%	10%
1-2 weeks prior to event date	85%	50%
Less than 1 week prior to event date	100%	100%

10. Termination of booking once it has begun

CBGC retains the right to promptly terminate a booking in the event of any violation of its terms, without offering a refund, and with the full charges still applicable.

The following violations will invariably lead to termination:

- a. Any party-induced damage, or if the behaviour is deemed unruly and beyond the control of the hirer, as determined by our staff.
- b. Any occurrence of physical or verbal abuse directed towards CBGC staff or any associated third parties; our policy is strictly zero tolerance.
- c. Consumption of alcohol that does not comply with the pertinent licensing regulations.
- d. Usage of CBGC premises for a purpose contrary to the stated intention in the booking.
- e. If, in the judgement of CBGC, the booking adversely affects the reputation of CBGC.

11. Giving us the final details

To ensure a seamless event experience, we kindly request that you provide written confirmation of the final timings, any special dietary requirements, or specific information pertaining to your booking at least 3 working days prior to the event's scheduled start. Should you fail to do so, CBGC will make arrangements and assess charges at our own discretion.

12. Changes or cancellations by us because of events beyond our control

In rare and unforeseeable situations, CBGC reserves the right to modify or, if necessary, cancel any reservation that it is unable to honour due to circumstances beyond its control. In the event of such an occurrence, CBGC is committed to making every reasonable effort to provide you with an alternative booking. Please note that CBGC cannot assume any liability or responsibility in such cases.

13. Changes to room allocations

In order to best accommodate the requirements of our organisation and business, CBGC reserves the right to adjust the assigned meeting rooms. Rest assured that should CBGC need to make any changes to your room allocations, there will be no additional cost incurred on your part.

14. Arrival and departure times

Meeting rooms are available only for the time shown on your booking. Extensions will be possible only with our agreement and you may be charged accordingly at our current rates. Hirers will be allowed 10 minutes before and after their timed booking without charge to allow for set up/clear down. Any additional time taken will be added to the Hirers invoice at the agreed rate.

15. Car Parking

There is a limited number of car parking spaces at our venue. Our primary commitment is to accommodate disabled guests by providing them with top priority parking. Additionally, parking spaces may be allocated to event organisers and facilitators, contingent on availability. To secure your parking spot, kindly make a reservation ahead of the event, as parking on the day cannot be guaranteed.

16. Equipment

Please promptly report any damage to the interior of CBGC. Kindly refrain from using kettles, urns, or any other cooking equipment in the rented space. To preserve the integrity of our facility, avoid fastening nails, staples, pins, or any other fixtures to the walls, floors, ceilings, or any part of the building. Moreover, refrain from using Sellotape to attach items to walls, doors, or frames. If you wish to display posters or flip chart pages, please use low-adhesive tape, white or blue tack, as these options will not harm the surfaces. Our staff may enter the rented space at any time to ensure these conditions are being met.

17. Alcohol

Alcohol consumption is only permitted on CBGC's premises when explicitly stipulated in the booking contract. Additionally, no alcohol may be provided or served at any event where admission fees, donations, or financial transactions have taken place, unless you can guarantee the presence of a licensed individual responsible for alcohol sales in strict adherence to the applicable licensing regulations.

18. Behaviour on our premises

It is imperative to uphold a standard of conduct that ensures a harmonious environment for all at CBGC, including yourself, your party members, and any guests you may host. This entails refraining from any actions that could cause inconvenience or disrupt the experience of CBGC as an organisation, its dedicated members, hardworking employees, or any fellow visitors present. Any individuals found exhibiting signs of antisocial behaviour or involved in verbal or physical abuse may regrettably face the immediate cancellation of their booking.

19. Insurance

You hereby agree to indemnify CBGC for any loss, liability, or damage incurred by CBGC or any person visiting, whether resulting from your actions or those of any members of your party. While CBGC maintains comprehensive insurance coverage, it is important to note that we assume no responsibility for any activities organized by those who rent our facilities. It is your responsibility to arrange public liability insurance to cover any potential claims arising from activities you oversee or any equipment used during the event. Furthermore, you are expected to ensure that your delegates, staff, and visitors take all reasonable precautions to safeguard their own safety and the safety of others while on CBGC premises.

20. Your responsibilities for under 18's in your party

You understand that when making a booking with CBGC that involves individuals under the age of eighteen (18) at the time of the booking, it is your responsibility to ensure that all essential child protection measures and arrangements are in place for your proposed activity. These measures include, but are not limited to:

- (i) Conducting a thorough risk assessment.
- (ii) Ensuring that your staff receive proper training and are briefed on procedures for addressing child protection concerns.
- (iii) Obtaining the necessary Disclosure and Barring Service ("DBS") checks for your staff.
- (iv) Having the appropriate insurance arrangements in place.

21. Services provided by someone outside of CBGC

If you request CBGC to coordinate a service to be rendered by a third party, CBGC will exclusively serve as your representative. The ensuing contractual agreement will be solely between you and the third-party service provider, and you will bear full responsibility for settling any fees, expenses, and costs incurred by the third party. CBGC also retains the right to apply an administrative fee based on the total invoiced value of the goods and services procured.

22. Using CBGC's name without permission

You are not permitted to utilise:

- a. The name, logo, or any branding associated with the 'CBGC' and its affiliated departments or subsidiaries.
- b. Any photographs featuring CBGC, unless you obtain written permission from CBGC, and even then, such usage should exclusively serve the purpose of event promotion.

23. Damage/loss of Property

We provide all information and make statements in good faith, taking reasonable measures to verify the accuracy of the information we share with you. CBGC holds no liability for any damage or loss to property, valuables, or money resulting from information provided by CBGC or any of its agents or employees, except in cases where such loss or damage is a direct result of wilful and negligent acts by said individuals.

While CBGC takes all reasonable precautions to ensure the safety of all individuals and their property on our premises, we do not assume responsibility for the care of any property, including money, valuables, luggage, clothing, or motor vehicles, belonging to you, members of your party, visitors, and/or guests, unless such loss or damage is attributed to a wilful and negligent act of the responsible party.

We kindly request that you take responsibility for the security of the rooms associated with your party, ensuring they are locked when not in use. Furthermore, we recommend that all members of your group safeguard their money and valuables by taking them with them when not in their rooms.

24. Liability

CBGC shall not be held responsible for any harm or loss that you may suffer due to any mistakes, negligence, or shortcomings in the performance of this contract. This includes any instances where you experience a loss of profits or any other indirect or consequential losses, including economic ones, as a result of the actions, errors, or negligence of your activities delivered during the period that you have been contracted to use the facilities at CBGC.

It's important to understand that these terms and conditions do not absolve CBGC from liability in the following cases:

- a. CBGC's responsibility remains intact in cases of accidents, injuries, or harm caused by their negligence, their staff, or their agents. This means that if CBGC is negligent and such negligence results in harm to you, you retain the right to hold them accountable.
- b. Your legal rights as a consumer are not affected by these terms and conditions, in line with the Unfair Contract Terms Act. If you are a consumer, your rights under this act are preserved.
- c. The provisions of the Sale of Goods Act 1979 will continue to apply. This means that CBGC remains responsible for ensuring that the service they provide is of satisfactory quality, fit for their intended purpose, and as described in their contract with you.
- d. CBGC cannot avoid liability in cases of fraudulent misrepresentation. If CBGC engages in any fraudulent activities or provides misleading information that causes you harm, you can hold them responsible for those actions.

These terms and conditions are designed to ensure that CBGC upholds its responsibilities while also providing clarity regarding the circumstances under which CBGC can be held accountable.

25. General

The provisions within these terms and conditions are distinct and can stand alone. If, at any time, one provision becomes invalid, illegal, or unenforceable, it won't affect the validity, legality, or enforceability of the other provisions.

CBGC's rights and remedies in this contract won't be weakened, waived, or nullified if CBGC grants you any leniency, forbearance, or time extension. Nor will they be compromised if CBGC takes time to ascertain or exercise those rights and remedies.

Any release, waiver, or compromise made by CBGC won't impact its rights and remedies against other parties or against you, except as explicitly specified in the release. Such a release is only effective if it's in writing.

The rights and remedies in this contract are accumulative and don't replace any rights or remedies provided by the law.

These terms and conditions, as well as the contract itself, do not establish a partnership or agency relationship between CBGC and you. They also do not create a lease of CBGC's premises.

You must not obstruct CBGC (or their agents and staff) in their rightful control and possession of their premises.

For clarity, these conditions do not grant any third party the right to enforce any provision of these terms and conditions.