



in Leicester and Leicestershire

Terms and Conditions of Hiring Rooms

The Race Equality Centre (TREC)

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Definitions

The 'hirer' refers to the organisation/individual who arranged the booking. The hirer shall be jointly and severally liable for payment of the event.

The 'contract' refers to the agreement between TREC and the hirer for the specific room booking. These terms and conditions will form part of the contract, together with any other terms stated in the contract documentation.

Agreement

This agreement is between The Race Equality Centre and the hirer for the premises and/or the equipment at TREC.

Confirmation of the Booking

- (i) An application to use the venue may be made in person, by telephone, by fax or electronic mail by any person over the age of 16 years.
- (ii) The hirer must check the details on the Room Booking form and read the terms and conditions of hire before signing and returning to TREC.
- (iii) Your application to use the room(s) becomes a confirmed booking when we receive the signed copy of the Room Booking form and signed copy of the terms and conditions of room hiring back from you. Confirmation of room hire can also be made by electronic mail, if the confirmation is received then at this point the booking is firm and both hirer and TREC are contractually committed.
- (iv) In an event beyond TREC's control, TREC will not be held liable or responsible for any loss, damage, cancellation or failure to provide facilities on the day of room hire - see section 7 further exclusions of liability.
- (v) TREC reserves the rights to cancel or re-let the room(s) if the Room Booking form is not signed at least 20 days prior to the room(s) hire.
- (vi) Each time the details of your booking are updated we will send you a revised booking confirmation which you must sign and return to TREC either by posting to TREC, electronic mail or fax at least 2 working days prior to the day of room hire.

Times of hire

Events are required to finish at the times agreed in the room booking form. Extensions to these times, should they be possible, will incur additional charges.

Loss and damage to TREC

The hirer shall be responsible for and should provide all the necessary insurance cover to indemnify TREC against all claims for loss or damage to the premises occupied or used during the period of hire where such loss or damage is caused by or occurs as a result of any actions or omissions of the user, their servants, contractors or agents, made by or against the users, their servants, contractors, agents or licensees arising from loss or damage to property or bodily injury to the users, their servants, contractors, agents, licensees or any third parties.

Loss and damage to the hirer or any other persons on behalf of the hirer

TREC do not accept any responsibility or liability of any loss or damage to any property brought onto the premises by or on behalf of the hirer, their servants, agents, contractors or persons authorised by them.

All users of the venue placing or leaving articles on the premises do so entirely at their own risk, and TREC does not accept liability for any loss or damage however sustained.

Users' will be responsible to TREC for making good any damage which may be done to the premises and cannot accept liability for inconvenience or loss caused.

Further Exclusions of Liability

TREC will not be liable for any loss or damage to hirer's or users due to any breakdown of their machinery, failure of electricity, leakage of water, fire or unforeseen circumstances which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled.

TREC will not be liable for any failure to provide facilities, services, food or drink as a result of matters beyond its control.

Health and Safety

The user is responsible for following the following guidelines specifically:

- (i) That any children brought onto the premises should be adequately supervised at all times;
- (ii) All delegates to sign in and out at TREC reception for health and safety reasons
- (iii) the hirer must not leave the room(s) unoccupied when TREC's equipment has been hired and the hirer(s) must notify TREC reception staff before leaving the room(s) unattended so that TREC can secure and lock the hired rooms;
- (iv) Portable equipment must comply with current safety regulations and hirers will need to provide the relevant portable appliance test (PAT) certificate. If you are unable to provide the appropriate certificate then TREC reserves the right to assess the appliances and decline the use of appliance if unsuitable.

- (v) To be considerate at all times of other users and nearby residents;
- (vi) Smoking is not permitted on the premises;
- (vii) The doors of all rooms and the corridors, passages and designated exit ways must be kept clear of all obstructions at all times;
- (viii) That no alterations are made to lighting, heating, seating, gangways, fixtures or fittings;
- (ix) You or other users of the venue make no permanent fixings nor attempt to make any permanent fixings to any part of the building;
- (x) That you obtain our permission for any temporary fixings to any part of the building;
- (xi) No unlawful betting, gaming or lotteries are allowed to take place;
- (xii) No substances covered by the Control of Substances Hazardous to Health (COSHH) Act, should be used in any of the rooms;
- (xiii) That you and your contractors take the necessary precautions to protect the health, safety, welfare and well-being of everyone attending your event and that of any other users of the venue in the building at the same time as your event;
- (xiv) The hirer and the users of the venue are not permitted to bring any hot/cold food or drink onto the premises for consumption or resale.
- (xv) To co-operate at all times with the staff of the TREC.

Accidents and Dangerous Occurrences

The hirer must report all accidents involving injury to the users, their servants, contractors, agents, licensees or any third parties. It is a legal requirement to report certain types of accident and injury and TREC trained staff will assist with the completion of such reports.

Catering

- (i) TREC uses catering companies to provide working lunch cold buffets or hot food.
- (ii) TREC shall use the best endeavours to provide for special dietary requirements.
- (iii) The hirer must confirm the final numbers for catering purposes a minimum of 5 working days prior to the date of the event.
- (iv) No adjustment to your final invoice can be made should final numbers decrease after that date.
- (v) Food provided by TREC approved caterer cannot be taken from the premises for later consumption.
- (vi) With prior agreement from TREC, an external caterer can be brought in by the hirer. TREC will not be responsible for the quality of food and food hygiene. The external catering cannot be reheated at TREC premises. If the hirer uses their own catering the hirer is responsible for leaving the premises and surrounding area in a clean and tidy condition. If this condition is not complied with TREC shall, at its discretion make an additional charge.

Cancellations

TREC does not accept any responsibility for any claims or consequential loss suffered by the user, their servants, contractors, agents or licensees following cancellation of the event for whatever reason.

TREC reserves the right to cancel at any time with reasonable notice the use of its premises and TREC cannot accept liability for inconvenience or loss caused in consequence.

In the unfortunate circumstance(s) that the hirer wishes to cancel or postpone a confirmed booking less than 30 days before hire, TREC will make every effort to re-sell the facilities on the hirer's behalf.

If TREC is unable to re-let the facilities, the following charges will apply:

- (i) Where cancellation occurs 30 to 21 working days before hire - a charge of 40% of the anticipated cost of the hire shall be made.
- (ii) Where cancellation occurs 20-11 working days before the hire - a charge of 60% of the anticipated charges shall be made.
- (iii) Where a cancellation occurs 10-1 working days before hire - a charge of 100% of the anticipated cost of hire and catering shall be made.
- (iv) Where the cancellation occurs on the day of hire, a charge of 100% of the anticipated cost of hire and catering shall be made.

Notification of cancellation should be advised to TREC administration office as soon as possible verbally and should also be put in writing by the hirer and transmitted by letter, electronic email or fax to TREC.

Changes in room hire charges

Changes to hire charges may be made by TREC at any time but not less than two months before the date of the proposed event. The hirer will be notified of the revised scale of charges and the hirer may cancel a booking with no financial penalty.

Payment

TREC will send an invoice to the Hirer upon the conclusion of the hirer's event. The hirer shall ensure that all invoices are paid within 30 days of their receipt.

Late payments on invoices may result in future bookings being declined and any existing bookings being cancelled.

TREC reserves the right anytime to ask for a down payment on a deposit.

Variations

For all events and room bookings, TREC reserves the right to:

- (i) terminate the event in cases of unreasonable behaviour or wilful damage;
- (ii) call for the hirer to withdraw or stop any activity which puts the hirer, hirer's guests, the public, TREC staff or the premises at any risk;
- (iii) allocate a different area to the one booked according to prevailing circumstances.

TREC will not be liable for any loss and damage arising from such amendments above.

Miscellaneous

The hirer shall ensure that there are in force all permissions and licences which may be required by law for the event and to comply with any conditions which may be attached to any such permission or licence and the hirer will not permit his/her guests, the users, servants, contractors, agents, licensees to breach any conditions which are attached to any such permission or licence.

The hirers are not permitted to sub-let any of the hired rooms and are not permitted to use the premises to be used for any unlawful purpose.

Hiring of rooms on these premises implies acceptance of these terms and conditions. In the event of any breach of these terms and conditions, TREC reserves the right to terminate the agreement.

I hereby accept the terms and conditions above

Signature _____ Print Name: _____

Position: _____ Date: _____

Organisation Name: _____

Organisation Address: _____

Telephone Number: _____

Contact email address: _____