

Booking Terms and Conditions

1. Hiring of Facilities

These terms and conditions form the agreement between the Hirer (defined below) of the facilities at Cathedral View (the “**Facilities**”) and Passage Trading Services Ltd (“**PTS**”). All terms and conditions will apply to the Hirer unless PTS agrees in writing to any amendments.

2. Hirer

The person(s), corporate body or charity making the application for the hire of any Facilities from PTS will be deemed to be the “**Hirer**” throughout these terms and conditions.

3. Services

PTS shall, using reasonable care and skill:

- 3.1. subject to paragraph 7.2 below, provide the Hirer and their guests access to the Facilities on the date of the hire of the Facilities (the “**Event Date**”);
- 3.2. provide such staff as is reasonably necessary to facilitate the Hirer’s event at the Facilities (excluding any SIA staff (see paragraph 8.5)); and
- 3.3. be responsible for the provision of all supplies and equipment explicitly agreed in writing with the Hirer to be provided at the Facilities.

4. Hirer Obligations

4.1. The Hirer shall, at its cost:

- 4.1.1. ensure that the terms of the booking confirmation received from PTS are complete and accurate; and
 - 4.1.2. provide PTS with such information and assistance as PTS may reasonably require to supply the Facilities and agreed services, and ensure that such information is and remains complete and accurate in all material respects.
- 4.2. Save with the agreement in writing of PTS before the Event Date, the Hirer shall not itself provide or engage any person, organisation or firm other than PTS to provide catering or other services at the Facilities. Where, with PTS’ prior written agreement, the Hirer supplies items of food or drink itself at the event, PTS reserves the right to refuse to serve any such item and to dispose of it if, in its sole discretion, such item is unfit for human consumption or cannot be demonstrated to have been stored in accordance with prevailing statutory and regulatory food hygiene requirements. For the avoidance of doubt, PTS accepts no responsibility or liability in connection with the Hirer’s provision of food or drink at the Facilities.

5. Guest Numbers, Menu Items and Dietary Information

5.1. No fewer than 10 days (other than Saturdays, Sundays and public holidays in England) (“**Working Days**”) before the Event Date, the Hirer shall notify PTS of any changes to the details of special dietary requirements set out in the booking confirmation provided by PTS to the Hirer. PTS shall use reasonable endeavours to adapt the menu to cater for any changes to special dietary requirements provided that:

- 5.1.1. the special dietary requirements are notified to PTS at least 10 Working Days before the date of the event; and

- 5.1.2. the Hirer confirms its acceptance in writing to PTS of any additional costs and/or fees arising from such changes.
- 5.2. Menu items are subject to market availability and PTS shall notify the Hirer as soon as practicable if any item will not be available for the Hirer's event at the Facilities. PTS shall offer a reasonable substitute and inform the Hirer of any change to the fees and costs payable by the Hirer. If the Hirer wishes to reject the proposed substitute, it shall do so in writing within 1 Working Day of the substitute being offered and PTS shall deduct the cost of the unavailable item from the fees and costs payable by the Hirer. If the Hirer does not reject the proposed substitute in accordance with this paragraph 5.2, PTS may source the substitute and adjust the fees and costs payable by the Hirer accordingly.
- 5.3. The Hirer shall confirm in writing the final guest numbers for the Hirer's event at the Facilities no fewer than 10 Working Days before the Event Date. The final guest numbers shall not be more than 10% greater than the estimated guest numbers in the booking confirmation without PTS' prior written consent.

6. Payments

- 6.1. Where a booking is made via *Booking Live*, payment is to be made at the time of booking via the system.
- 6.2. For all other bookings, a non-refundable deposit of:
 - 6.2.1. 20% (plus VAT) of the aggregate booking fee (in respect of bookings with a booking fee of £2,499 or less); or
 - 6.2.2. 50% (plus VAT) of the agreement booking fee (in respect of bookings with a booking fee of £2,500 or more),
 shall be paid by the Hirer prior to PTS confirming the booking.
- 6.3. An invoice will be raised prior to the event for the remaining hire fee and any additional costs including catering. Invoices must be paid on the earlier of (i) the Working Day immediately prior to the Event Date; and (ii) the date which is 30 days following the date on which the booking was made by the Hirer.
- 6.4. Payment must be made by either BACS or credit card in full and in cleared funds. Cheque payments will only be taken if time for clearance allows – this can take up to 7 Working Days.
- 6.5. All amounts due by the Hirer shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

7. Cancellations and Rescheduling

- 7.1. The Hirer acknowledges that PTS will dedicate significant internal resources to the event. PTS may also be required to purchase consumables and to hire equipment and labour in advance of the event (the costs of which it may be unable to recoup if the Hirer cancels its booking). Accordingly, should the Hirer cancel a booking within 7 Working Days of the Event Date (unless the event is rescheduled to occur within the same calendar month), the Hirer will be liable to pay, as liquidated damages, an amount equal to the sum of:
 - 7.1.1. only to the extent paragraph 6.2.1 applies, a further 30% (plus VAT) of the original hire fee in addition to the deposit paid by the Hirer; *plus*
 - 7.1.2. the full cost of any catering and consumables booked for the event; *plus*

- 7.1.3. any other third-party costs incurred by (and not refundable to) PTS in connection with the booking including but not limited to fees to hire equipment, dining ware and wait staff etc.
- 7.2. PTS reserves the right to:
 - 7.2.1. refuse an application to hire the Facilities without giving any reason for such refusal;
 - 7.2.2. close or prohibit the use of any of the Facilities at any time if PTS or the Facilities are likely, in PTS' sole discretion (acting in good faith), to be subject to circumstances not within PTS' reasonable control which renders access to the Facilities unsafe or not reasonably possible (including without limitation, floods, natural disasters, sustained power cuts, pandemics, terrorist attacks, or the implementation of any relevant laws or actions taken by a government or public authority); or
 - 7.2.3. cancel the booking made by the Hirer on not less than 7 Working Days' written notice in circumstances where a patron or VIP of The Passage 2000 has requested access to the Facilities or the building within which PTS operates;
 - 7.2.4. cancel the booking made by the Hirer with immediate effect by giving the Hirer notice in writing if:
 - 7.2.4.1. the Hirer fails to pay any amount due under these terms and conditions on or before the due date for payment;
 - 7.2.4.2. the Hirer commits a material breach of any of these terms and conditions; or
 - 7.2.4.3. the Hirer's financial position deteriorates so far as to reasonably justify PTS' opinion that the Hirer's ability to give effect to these terms and conditions is in jeopardy.
- 7.3. Should PTS cancel a booking pursuant to paragraph 7.2.2 or 7.2.3, all monies paid by the Hirer will be refunded. However, PTS will not be liable for any other expenditure incurred, or loss sustained directly or indirectly by the Hirer arising from the cancellation.
- 7.4. Should PTS cancel a booking pursuant to paragraph 7.2.4, the Hirer shall not be entitled to a refund of any monies paid and the Hirer shall be liable, as liquidated damages to pay PTS an amount equal to the sum set out in paragraph 7.1.

8. Control and Conduct

- 8.1. The Hirer will at all times be responsible for the control and conduct of the individuals attending their event at the Facilities.
- 8.2. Any person or group behaving in a disorderly manner will be expelled from the building by a member of PTS staff.
- 8.3. The Hirer will co-operate with PTS staff in all matters of public safety and control.
- 8.4. The Hirer will be briefed by a PTS staff member on the emergency procedures applicable to the Facilities upon arrival. It is the duty of the Hirer to familiarise themselves with the emergency procedures for the building and to communicate these to their group attending the Facilities.
- 8.5. To the extent the Hirer deems it necessary or desirable for SIA staff to be present at the

Facilities on the Event Date, it is the duty of the Hirer to arrange for the presence of such trained SIA staff at its sole cost. No less than 2 Working Days prior to the Event Date, the Hirer shall give PTS written notice of the proposed presence of SIA staff.

9. PTS Employees, Volunteers and Clients

- 9.1. The Hirer shall comply with all reasonable requests of the duly authorised PTS employees and The Passage 2000 during the period of hire.
- 9.2. The Hirer should acknowledge and be sensitive to The Passage 2000's service-users and behave in accordance with The Passage 2000's core values.
- 9.3. The Hirer acknowledges that the Facilities are in the vicinity of residential properties and:
 - 9.3.1. shall not allow any excessive noise, flashing lights, fumes or smells to emanate from the Facilities so as to cause a nuisance or annoyance to any other tenants or occupiers of any property that neighbours the Facilities;
 - 9.3.2. shall procure that all music playing at the Facilities (if any) shall be turned off at the earlier of (i) the hire finish time; (ii) nightfall; and (iii) 9.30pm (London time); and
 - 9.3.3. further acknowledges that PTS reserves the right to measure sound and noise levels at the Facilities throughout the event to ensure decibel units are maintained at a reasonable level.

10. Timings

The event for which any part of the Facilities is hired should commence at and finish at the hire times agreed at the time of booking. This should include entry and exit to and from the Facilities and event set up. Should the hire extend beyond the agreed hours, the Hirer will be liable to pay for an additional usage charge. This will be charged at the standard rate and will not be subject to any discounts previously applied.

11. Damage

Should damage beyond reasonable wear and tear be caused to any part of the Facilities as a result of the Hirer's attendees, the Hirer shall be responsible for, and pay to PTS immediately on demand, an amount equal to the rectification costs (plus VAT) of such damage. The Hirer shall have the right to an independent assessment of the rectification costs, at their own cost, provided that such assessment must be completed (a) as soon as reasonably practicable; (b) within normal business hours; and (c) following written notice to PTS of the same.

12. Premises

- 12.1. The Hirer shall ensure that the Facilities are left in a tidy and orderly condition and that the building is clear of all event attendees at the end of the period of hire.
- 12.2. No alterations, additions or fittings for apparatus, equipment or decoration shall be carried out without PTS' prior written permission.

13. Liability

- 13.1. PTS, The Passage 2000 and their respective the Chief Executives, Senior Management, staff

and volunteers will not under any circumstances accept responsibility or liability:

- 13.1.1. for any damage or loss of any property placed or left within the Facilities;
- 13.1.2. subject to paragraph 13.2 below, for any accident or injury that may be incurred by any person during an event at the Facilities arising from the actions of any individual outside of its control or otherwise arising from a failure to adhere to the rules for use of the Facilities set out by PTS; or
- 13.1.3. for indirect or consequential losses, loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill.

13.2. Nothing in these terms and conditions limits:

- 13.2.1. the Hirer's liability for payment of fees and charges properly due and owing to PTS;
or
- 13.2.2. any liability which cannot legally be limited, including liability for:
 - 13.2.2.1. death or personal injury caused by negligence; and
 - 13.2.2.2. fraud or fraudulent misrepresentation.

13.3. Subject to paragraph 13.2 above, PTS' total liability to the Hirer shall not exceed 100% of the fees paid by the Hirer in respect of their applicable booking of the Facilities.

13.4. PTS shall have no liability for any claim under these terms and conditions unless the Hirer notifies PTS in writing of such claim within 15 days of the matter or circumstance giving rise to such claim.

14. Data

The data collected by PTS in connection with the Hirer's booking of the Facilities will be held for the purposes of administering the Hirer's booking. PTS will also send the Hirer email updates about the Facilities if, and only if, the Hirer has ticked the box on the booking form.

15. Severance

If any provision or part-provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these terms and conditions.

16. Third Party Rights

These terms and conditions does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term or condition.

17. Governing Law and Jurisdiction

- 17.1. These terms and conditions, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed and construed in accordance with the law of England and Wales.
- 17.2. The Hirer irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these terms and conditions or their subject matter or formation.