

These terms together with the included schedules set out the entire agreement ("**Agreement**") between Whitehill & Bordon Community Trust Registered Charity Number 1180261 ("**we**" or "**us**") and you for the hire by you of event space at the Beehive, Hogmoor Inclosure, as more fully described in the booking form. Beehive is managed by us and owned by the Whitehill and Bordon Regeneration Company.

It is agreed as follows:

1. **Definitions and interpretation**

1.1 In this Agreement, unless the context otherwise requires, the following definitions shall apply:

"**Booking**" means the arrangement of the hire of the Venue as mutually agreed between us and you.

"**Booking Fee**" means the total fees payable (including the deposit to secure the Booking) by you for the hire of the Venue pursuant to this Agreement.

"**Data Protection Legislation**" means the EU Data Protection Directive 95/46/EC, the Directive on Privacy and Electronic Communications 2002/58/EC, and Regulation (EU) 2016/679 ("**GDPR**") and any national data protection laws and regulations enacted under those directives or otherwise (including the Data Protection Act 2018 and Privacy and Electronic Communications Regulations 2003) and any successor laws and regulations, as amended from time to time.

"**Event**" means the activity or function taking place at the Venue as booked by you and as described in the completed booking form in Schedule 1.

"**Personal Data**" means the personal data (as defined in the Data Protection Legislation) processed by either party in relation to this Agreement.

"**Venue**" means the premises at Hogmoor Inclosure, Hogmoor Road, GU359HN and as more particularly described in the booking form in Schedule 1

2. **Booking**

2.1 A Booking will not be confirmed until we receive a completed booking form in the form attached in Schedule and [50%] deposit of the Booking Fee in cleared funds. Until those requirements are met, all Bookings are provisional and subject to cancellation or revocation by us at any time.

2.2 You acknowledge and agree that the deposit is non-refundable unless stated otherwise in this Agreement and will not be returned if the Event is cancelled by you.

2.3 Where a Booking is confirmed, your right to use the Venue is limited to the purpose, number of people and times specified in this Agreement (including, but not limited to, the booking form).

2.4 You shall specify the number of persons (including guests or staff) attending the Event on the booking form. We must approve the number of persons

attending the Event prior to accepting the Booking and may, in our sole discretion, limit the number of persons permitted to attend any Event.

2.5 No less than 7 days prior to the Event, you must confirm the number of attendees, final details on timing and any final special instructions to us.

2.6 In the event you are an individual person, you must be over the age of 18 and you must be present at the Event.

3. **Payment**

3.1 All payments must be made in pounds sterling and accompanied by a booking reference number (if provided) or details of the Booking. VAT will be charged in line with current rates.

3.2 The remainder of the Booking Fee must be paid to us:

- (a) within 7 calendar days of us issuing an invoice to you; or
- (b) at least 28 calendar days prior to the Event, whichever is earlier.

3.3 Payments due in connection to the Booking may be paid in the following ways:

- (a) By all major credit/debit cards;
- (b) Via BACS transfer to our bank account as set out on invoice.

3.4 The fee rates for hiring the Venue are subject to change and you acknowledge that the fees that shall apply to the Booking Fee will be those in force at the time and as notified by us, notwithstanding the fee rates stated in the booking form.

3.5 The Booking Fee only covers the hire of the Venue, and does not cover any additional services including but not limited to the provision of staff, catering services, administrative support, or equipment hire unless specifically stated otherwise in writing.

3.6 Any additional furniture required by you must be specified on the booking form and agreed in advance by us in writing. We reserve the right to charge you for any additional furniture required for the Event.

3.7 If, in our reasonable opinion, additional staff are required for the safety and efficient management of the Event, you shall hire sufficient numbers of appropriately-trained staff and you will be responsible for such cost.

4. **Cancellations**

4.1 Any cancellation requests by you must be submitted in writing to the following address:

(a) Whitehill & Bordon Community Trust,
Building 51E, Whitehill & Bordon Enterprise Park,
Budds Lane, Bordon, Hants, GU35 0FJ;
Or the following email

info@wb-ct.org

4.2 We will acknowledge receipt of all amendments/cancellation/terminations in respect of any Booking in writing via letter/email to you indicating whether the amendment/cancellation/termination has been accepted.

- 4.4 We, acting reasonably, may refuse, cancel or amend a Booking at any time (including after it has started) without any notice or liability for the following reasons:
- (a) if you become bankrupt or insolvent or enters into liquidation or receivership or any analogous event occurs;
 - (b) if you are more than 10 days in arrears in respect of payments due to us in respect of previous and/or current Booking(s) or part(s) thereof;
 - (c) if the Booking might, in our reasonable opinion, adversely affect the Venue or our reputation or goodwill;
 - (d) if the behaviour of you or your attendees (whether as individuals or as a group) is deemed by us (acting in our sole discretion) to be unacceptable. Partial termination could result in a number of attendees being asked to leave the Venue;
 - (e) if the activity of you or your attendees (whether as individuals or as a group) breaches any of our policies (including without limitation any fire / health and safety policy) or any legislation in any way or is deemed unsafe for you, your attendees, the Venue, us, or our staff; or
 - (f) if we believe that the Event is likely to breach any legislation, consents, permissions, approvals, policies, licences or requirements applicable to the Venue and us including (without limitation) any restrictions on the consumption or alcohol or gambling activities in the Venue. A copy of the conditions of the Premises Licence is available on request.
- 4.5 In the event that we cancel the Booking due to the reasons stated in clause 4.4 inclusive, no part of the Booking Fee shall be returned to you.
- 4.6 If, due to an event beyond our control, we are unable wholly or substantially to perform our obligations to you, we will promptly notify you accordingly and will refund to you any Booking Fee paid to us in respect of the Booking. You acknowledge and accept that such refund is Hirer's exclusive remedy.
- 4.7 Any amendment/cancellation/termination by us is without prejudice to any of our rights of action in respect of non-payment or any breach of these terms and conditions.
- 4.8 In addition to any other charges or fees stated in this Agreement, an administration fee of £5 will be charged for any cancellations made by you.
5. **Hirer's Obligations**
- 5.1 You and your attendees must conduct themselves in a responsible manner with due consideration to any other attendees, our staff or agents, or any other personnel at the Venue. You are responsible for the conduct of any of your attendees, including staff.
- 5.2 You and your attendees must refrain from any behaviour which would bring us into disrepute or cause discomfort/risk to others.
- 5.3 You shall, prior to the Event, inform all your attendees at the Venue about the terms and conditions which are relevant to them (which we shall make available to you on reasonable written request to us) and ensure the attendees comply with them. We may enforce the terms and conditions against any attendees individually as required.
- 5.4 You shall not use the Venue or permit the Venue to be used or a function type other than the function that was mutually agreed in writing between us and you. In particular, you shall in no circumstances use the Venue or permit the Venue to be used for any purposes which are non-compliant with any legislation, licence, permission, requirement, or consent applicable to the Venue.
- 5.5 You agree to use all reasonable endeavours to comply with reasonable instructions and directions issued by us for the purposes of ensuring compliance with this Agreement during the Event. You shall also use all reasonable endeavours to ensure any of your attendees also adhere to such instructions or directions.
- 5.6 At the end of the Event, you shall leave the Venue, including all its fixtures, fittings, equipment and furniture in clean and good condition. Where any fixtures, fittings, equipment or furniture are damaged or lost, notwithstanding any approval provided to you by us to undertake any work to the Venue, we reserve the right to charge Hirer for any such damage or loss.
- 5.7 During and after the Event, you shall ensure the Venue is kept in clean and usable condition. Failure to comply with this clause may result in us cleaning the Venue and charging you for expenses incurred.
- 5.8 Any goods and items on the premises including all personal belongings are the sole responsibility of their owners. We cannot be held responsible for loss or damage. We reserve the right to dispose of any items not collected within 72 hours, unless prior arrangements have been made.
- 5.9 You and your attendees agree to, at all times, abide by the Health and Safety terms in Schedule 2 of this Agreement.
6. **Access to Venue**
- 6.1 Arrival at and vacation of the Venue must be at the agreed times and as specified in the booking form. In the event that the agreed times are not adhered to by you, we may, in our sole discretion, interrupt the Event and request that you and your attendees vacate the Venue. We reserve the right to charge our standard hourly rates, as applicable, from time to time for every hour or part thereof of usage outside of the agreed times.
- 6.2 The agreed times for the arrival at and vacation of the Venue must be inclusive of any set up time required for the Event as well as any clean-up or removal of equipment, decorations, staging, or similar after the Event.

- 6.3 Use of the Venue as described in this Agreement does not imply any right to use or otherwise access any other part of the adjoining or surrounding premises, for deliveries, storage or any other access unless previously agreed by us in advance in writing.
- 6.4 At all times during the Event, the Venue shall be accessible by our staff, competent authorities, any police officers on duty, who together reserve all rights to enforce the terms of this Agreement.
7. **Prohibited use of Venue**
- 7.1 You must ensure your use (and the conduct of all person's present) is not contrary to law, does not cause any nuisance and does not put us in breach of any lease or insurance requirements. Without limiting the generality of the foregoing, you must not sell or permit the sale of alcohol, must not display or sell obscene or pornographic material or performances or use the Venue for any immoral purposes, must not use machinery (other than stereos, computers, TVs) without express prior permission, must not overload the electrical circuits, must not use the Venue to trade goods or to advertise outside the Venue, must not cause any obstruction outside the Venue, must not allow on the Venue anything radioactive, explosive or otherwise dangerous and must not discharge anything harmful into the drains.
- 7.2 You must not operate or permit the operation of any activity at the Event that is, in our opinion, likely to damage the Venue. You are fully liable for any damage sustained to the Venue as a result of such activity and agrees to immediately make good and pay for any such damage to us.
8. **Liability and Insurance**
- 8.1 Unless caused by our negligence or the negligence of our officers, employees and agents, we shall not be liable to you against any claim or loss arising from the Booking in the event of:
- (a) damage to, or loss of, any equipment, goods, articles or property brought to, or used at, the Event by you or any other person or organisation; or
- (b) any other claims, actions, damages, liabilities, fines, costs (including professional fees) or expenses arising in any way from the Event and arising out of your acts or omissions of or the acts and omissions of your attendees (including but not limited to employees, agents or contractors).
- 8.2 We shall not be liable to you by reason of any loss or damage sustained or inconvenience caused as a result of, or in any way arising out of cancellation or re-scheduling.
- 8.3 If you are a business or is acting in the capacity of a business for the purposes of this Agreement:
- (a) You shall be responsible for procuring and maintaining adequate insurance cover. Without affecting the generality of the previous sentence, you shall be required to maintain a public liability insurance policy from a reputable insurer which shall cover the all persons at the Venue attending the Event and shall cover anything related to claims, proceedings, expenses associated with damage or loss of property which may occur while you, your attendees, employees, agents or contractors are present at the Venue during the Event. On reasonable request by us, you shall produce a copy to us copies of any relevant and applicable insurance documents in connection with this Agreement;
- (b) You are fully liable for the acts and omissions of any of your attendees, staff, contractors, agents, personnel during the Event and shall fully indemnify us of any losses howsoever arising of any damages or loss occasioned or in connection with the Event or this Agreement;
- (c) You shall indemnify us against all loss or damage, including indirect or consequential loss or damage, howsoever arising from the Event or Booking. This shall include, but not be limited to; loss or damage to the Venue, furnishings, fixtures, fittings, fabric, equipment, stock and other contents howsoever arising, including death or injury to any person; and We shall in no event be responsible for any loss of profits, contracts, business or goodwill or for any indirect or consequential damage whatsoever arising from any breach of this Agreement.
- 8.4 Nothing in this Agreement excludes or limits our liability for death or personal injury resulting solely from our negligence (or for any other matter where liability may not as a matter of law be limited or excluded).
- 8.5 Any liability for any breach by us of this Agreement (whether negligent, deliberate or otherwise) to you is capped at the amount we received from you in relation to the Booking.
9. **Compliance**
- Each party shall comply with its obligations under the Data Protection Legislation. If required, you shall enter into a long form agreement incorporating any further provisions required by us.
10. **Miscellaneous**
- 10.1 Each party 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 this agreement or its subject matter or formation.
- 10.2 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 10.3 Unless it expressly states otherwise, this Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

10.4 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10.5 The benefit of this agreement is personal to you and shall not be assigned, sub-contracted or disposed of in any way without written permission from us.

SCHEDULE 2 – EVENT HEALTH AND SAFETY

- 10.6 You must take all reasonable steps to ensure your own health and safety, and the health and safety of others who may be affected by your actions, omissions or the use of any equipment before, during and after the Event.
- 10.7 You and any persons, including any appointed contractors, working on your behalf must comply with all relevant health and safety legislation and any measures implemented by us. Our Health and Safety Policy is available on request by contacting Events Team at Beehive@wbcommunitytrust.co.uk.
- 10.8 You must ensure that any attendees are aware of emergency exit routes, keep those routes clear (including but not limited to any entrances to the car park), do not interfere with fire doors or any fire extinguishers, read the Health & Safety notices posted outside any equipment or facility and comply with their rules and recommendations. Smoking is not permitted in any part of, or in front of, the Venue.
- 10.9 You must, prior to the Event, provide us with the mobile phone number of a responsible person at the Event in case of emergency.
- 10.10 Any and all electrical equipment brought to the Venue by you must comply with all applicable electrical safety regulations, be fully PAT tested, and bear the appropriate labels and accompanied with certificates of proof of such testing and compliance. We have the right to inspect the equipment and shall have a right to remove equipment not in compliance with this Agreement.
- 10.11 Save for where the Venue already provides for the following, you shall not install, set up, or use (or permit to be installed, set up, or used) in or around the Venue any:
- (a) gas or electrical lights;
 - (b) naked flames;
 - (c) decoration comprising of any cotton wool or other highly flammable material;
 - (d) any additional cooking equipment; or
 - (e) any structure, equipment or otherwise that, in our opinion, would increase the risk of fire at the Venue.
- 10.12 You must obtain written approval from us at the point of booking if the Event involves the use, provision or supply of, or the creating, making or constructing of any of the following or any similar work:
- (a) structures of any size, including temporary demountable structures such as stages or platforms;
 - (b) any structures or changes that may affect the gas or electric lights, fixtures or fittings currently present at the Venue;
 - (c) use of corrosive, toxic, explosive or hazardous chemicals or objects;
 - (d) any additional lighting sources or structures;
 - (e) marquees, awnings, camera stands, or similar;
 - (f) any nail or fastening of any kind on any wall, floor, partition, pillar or other furniture or fitting;
 - (g) the placing of any advertising bill or placard inside or outside the Venue;
 - (h) the provision of temporary services, such as electrical and data cabling installations; or
 - (i) anything that might affect the fabric of the building, the building services or any other part of the physical infrastructure of the Venue.
- 10.13 In the event that clause 10.12 applies to the Event, we reserve the right to require you and/or your appointed contractor who wishes to undertake such work at the Venue to submit to us a risk assessment in relation to the event/activity/service. Such risk assessment must be forwarded to us at least 4 weeks prior to the Event. Failure to comply with this clause 10.13 may result in you being not permitted to undertake the proposed work/service on the Venue.
- 10.14 You shall notify us immediately in the event of any incident occurring during the Event where that incident causes any personal injury or any damage to property.
- 10.15 You must ensure any minors are supervised by persons that have undergone appropriate checks and clearance procedures (e.g. DBS checks). You acknowledge and agree that the safeguarding of children or vulnerable adults is your responsibility. Some facilities at the Venue, such as washrooms, may be shared and you should make appropriate arrangements.
- 10.16 Any faults of the Venue should be reported to us as soon as possible. In case of a fault requiring urgent attention, such as a burst pipe or power-cut, please contact the Venue Manager at 01420558085 . You must not use any damaged or dangerous equipment and must inform all personnel at the Venue of the same.
- 10.17 Nothing in this Agreement shall be construed as a warranty that the Venue is legally or physical fit for any specific purpose.

