

General Terms and Conditions of Room and Facility Hire from The Whitworth

1. **General**
 - a. In these Terms and Conditions the Whitworth Trust and the Whitworth Centre are referred to as “WT” and clients of the Whitworth Centre are referred to as “the Hirer”.
 - b. These Terms and Conditions of Hire govern any room booking, or any other use of the Centre or its associated land and buildings.
 - c. WT reserves the right to refuse any booking without the necessity to give reasons for such refusal to the Hirer.
 - d. WT must be informed of the purpose for which any function area is to be used at the time any booking is made.
 - e. WT does not warrant that the function area being hired to the Hirer is suitable for the type of function being undertaken by the Hirer.
 - f. Any waiver of any part of these Terms and Conditions does not apply to the remaining Terms and Conditions, which shall remain in full force.
 - g. WT reserves the right to cancel the booking at any time if we find the activities organised differ from what is stated, activities that undermine WT’s policies, unauthorised activities, health and safety risks, activities that may be harmful/prejudicial to the general public.
 - h. The Hirer is responsible for ensuring that all users under their control are aware of all of these Terms and Conditions.
2. **Provisional Bookings**
 - a. Provisional bookings will be held for a maximum of ten (10) business days, after which time the Hirer must confirm his/her intention to proceed.
3. **Confirmed Bookings**
 - a. On receipt of the Hirer’s wish to confirm a booking, a confirmation email / letter will be forwarded or given to the Hirer, stipulating the charges payable.
 - b. For the booking to be confirmed, WT must have issued a confirmation email / letter. Without the Hirer receiving this confirmation, the booking will be treated as provisional as set out above. It is the Hirers responsibility to request this confirmation if not already sent by WT.
 - c. Upon confirmation of the booking by WT, the Hirer confirms their acceptance of these terms and conditions.
 - d. WT may disregard any booking that is not confirmed within the terms of this agreement and reserves the right to re-let unconfirmed booking dates.
4. **Cancellation of a Booking**

In the event of a cancellation of a booking fee will be payable as follows:

-If the booking is cancelled after a non-refundable deposit has been paid there will be no refund.

-If cancelled less than 48 hours before the booked date 100% of the full anticipated cost minus the deposit is payable upon receipt of invoice.

-If cancelled up to 7 days before the booked date, there will be no charge
5. **Payment of Invoices**
 - a. Invoices are to be paid immediately once received
 - b. If a deposit is requested at the point of booking, this would be non-refundable.
6. **Transfer of a Booking**
 - a. Any Hirer wishing to transfer a confirmed booking to an alternative date remains liable for all charges due if WT is unable to accommodate such a transfer. WT shall make reasonable efforts to accommodate any changes requested in reasonable time prior to the event.
7. **Final Details**
 - a. The Hirer must confirm the final details of the booking at least seven business days prior to the function.
 - b. The information on the Confirmation will be considered final for invoicing purposes.
 - c. The Hirer is responsible for occupying and vacating the rooms within the times scheduled. Use of rooms or facilities outside the times quoted will be subject to availability. Additional charges will apply if functions extend beyond times stated on the Booking Form.
8. **Performance Sound Levels**
 - a. WT reserves the right to control sound levels at any function.
 - b. Entertainment and music is not permitted past midnight.
9. **Goods and Belongings left on the Premises**
 - a. WT will not accept any responsibility for damage or loss of goods or belongings (including cars and musical instruments and stage props) left on the premises prior to, during, or after the function.
 - b. All goods must be removed at the conclusion of the function. Any goods left without prior arrangement will be deemed abandoned. Goods left at the Centre by prior arrangement with WT remain the Hirer’s risk and responsibility and we will not accept any responsibility for their damage or loss.
10. **Damage to the Centre**
 - a. The Hirer will not affix any matter or thing to, or hang any matter or thing from, any part of the Centre or to or from any fixture or item of furniture therein without the prior consent of WT.
 - b. The Hirer is responsible for any damage to the building or property in the areas of the Centre under hire, or damaged as a result of the hiring event, and undertakes to promptly compensate WT upon request.
11. **Smoking and Alcohol consumption**
 - a. The Centre is by law a smoke free venue. Smoking is only permitted in the park. No cigarette ends are to be deposited outside the external doors.
 - b. Alcohol consumption on the premises is only allowed by prior arrangement. If hirers are seen to be misusing this, this would result in immediate cancellation of the event and forfeit of deposit and the hire fee.
12. **Food and Beverages**
 - a. Any additional food and beverages not being provided by the WW as well as charges that apply must be agreed with the WW before the day.

- b. All outside caterers are responsible for the setting up/sending out and clearing away of their food.
- c. All outside caterers to provide their own crockery and cutlery.

13. Prohibitions

- a. Candles must not be used under any circumstances. Further, if any such decorations or materials are deemed unsafe by WT for any reason whatsoever (including fire risk) they shall be removed from the Centre by the Hirer, at the Hirer's expense.
- b. No flammable liquids or other dangerous substances shall be brought onto the premises.
- c. No live ammunition, gun powder or fireworks used for special effects shall be brought onto the premises or used outside the premises without prior written approval from WT, and without sight of the appropriate licenses.
- d. Smoke machines may be used but you must have written permission from WT prior to booking.

14. Responsibility for the premises

- a. The Centre staff will be on duty at all times during the hire period. Hirers must at all times comply with the instructions of the staff.

15. Limitation of Liability

- a. The liability of WT for any action or inaction by its employees or servants shall be subject to proof of negligence, and shall in any case be limited to refunding a part or all of the cost of the hire. Under no circumstances shall WT's liability exceed the cost of hire paid or due to be paid.
- b. WT accepts absolutely no liability for loss of belongings or equipment from the Centre, nor for theft from or damage to vehicles or their contents.
- c. These limitations are not intended to apply to WT's statutory legal liability in regard to death or injury occasioned on WT's property