

These T&Cs set out the terms and conditions on which the Council permit the hire of the meeting rooms at Wakefield Exchange ("**WX**").

## **1. DEFINITIONS**

In these T&Cs, the following definitions apply:

**Approved Booking Form:** the form sent by the Council to the Customer confirming that the booking request has been accepted, setting out the booking details, and requesting payment to secure the booking.

**Charges:** the charges payable by the Customer for the hire of the Facilities, as set out in the Approved Booking Form.

**Customer:** the person named in the Approved Booking Form.

**Hire Period:** the period of time agreed for the hire of the Facilities as set out in the Approved Booking Form, to include any period of time to set up and clear the Facilities.

**Facilities:** the meeting room or rooms at WX to be hired by the Customer, as set out in the Approved Booking Form.

## **2. BOOKING CONFIRMATION**

2.1 Should a person wish to hire a meeting room or rooms at WX, they should complete and submit the online booking form.

2.2 The person who completes and submits the online booking form warrants that they are over 18 years of age and, where the booking request is being made on behalf of another person (including a corporate or unincorporated body), does so on the basis that they are authorised to do so. Where the Customer is an unincorporated body without distinct legal personality of its own, the Customer's trustees or equivalent shall be jointly and severally liable for the Customer's compliance with these T&Cs.

2.3 Receipt by the Council of the online booking form constitutes an offer to the Council to hire a meeting room or rooms at WX on these T&Cs. All booking requests are subject to acceptance by the Council, and until the Council confirms that the booking request has been accepted (by sending an Approved Booking Form to the Customer) and payment of the Charges are made in accordance with Condition 2.4, bookings are provisional.

2.4 Upon receipt of the Approved Booking Form, the Customer shall make payment of the Charges within 24 hours to secure the booking. If payment is not made in accordance with this Condition 2.4, the Council may release the booking.

## **3. LICENCE AND USE OF THE FACILITIES**

3.1 Subject to clause 5, the Council grants the Customer a right for the Hire Period to enter and use the Facilities for the purpose as set out in the Approved Booking Form ("**Purpose**") in accordance with these T&Cs. The Customer acknowledges that:

- (a) the Customer shall have the right to enter and use the Facilities as a licensee only and no relationship of a landlord and tenant is created between the Council and Customer by these T&Cs; and

- (b) the Council retains control, possession and management of the Facilities and the Customer has no right to exclude the Council from the Facilities. The Council may enter the Facilities at all times during the Hire Period.

3.2 The Customer agrees and undertakes:

- (a) not to use the Facilities other than for the Purpose;
- (b) not to do or permit to be done anything at the Facilities which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Council or to any other customers of the Council, or any owner or occupier of neighbouring property;
- (c) to comply with these T&Cs and any instructions provided by the Council (including in relation to the Council's policies and procedures applying at the Facilities);
- (d) to permit the Council to search all containers, bags, boxes and equipment coming into or leaving the Facilities, including those brought into the Facilities by participants during the Hire Period;
- (e) not to cause or permit to be caused any damage to the Facilities, including any furnishings, equipment or fixtures at the Facilities;
- (f) not to smoke or permit smoking (including e-cigarettes) anywhere in the Facilities;
- (g) not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Facilities;
- (h) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Facilities without the Council's permission;
- (i) not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Facilities, or install or use additional heating, power, cabling or other electronic fittings or appliances without the Council's permission;
- (j) to use any equipment provided by the Council, as set out in the Approved Booking Form, for its proper purpose and in accordance with any instructions provided by the Council regarding its use;
- (k) to leave the Facilities in a clean and tidy condition and to remove the Customer's decorations, displays and any other Customer equipment from the Facilities at the end of the Hire Period;
- (l) to ensure that the number of participants does not exceed the number of participants set out in the Approved Booking Form; and
- (m) not to bring or permit to be brought any animal into the Facilities without the Council's permission, except for assistance dogs within the meaning of the Equality Act 2010.

3.3 The Customer shall ensure that participants behave in a responsible and safe manner at the Facilities, and the

Council may remove or request that the Customer remove participants that do not do so from the Facilities.

3.4 The Customer shall inspect the Facilities at the beginning of the Hire Period and shall immediately bring any complaint in respect of the condition of the Facilities to the Council's attention.

3.5 The Customer shall notify the Council immediately on becoming aware of any damage caused to the Facilities by the Customer, including any furnishings, equipment or fixtures at the Facilities. The Customer shall be responsible for making good any damage caused to the Facilities by the Customer at its own cost and expense and shall indemnify the Council against all losses suffered or incurred by the Council arising out of or in connection with any such damage caused.

#### **4. LIABILITY**

4.1 Nothing in these T&Cs limits any liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any liability that cannot legally be limited.

4.2 Subject to clause 4.1, the Council shall not be liable for:

- (a) the death of, or personal injury to, the Customer or participants; or
- (b) damage or theft of any property of the Customer or participants, except to the extent that such damage or theft arises from the negligence of the Council.

4.3 Subject to clause 4.1 and clause 4.2, the Council's total liability under or in connection with these T&Cs, whether arising in contract, tort (including negligence) or otherwise, shall not exceed 100% of the Charges paid to the Council under these T&Cs. The Council shall not be liable for loss of profit or indirect or consequential loss.

#### **5. CANCELLATION**

5.1 The Council may cancel the booking at any time by giving written notice to the Customer if the Customer materially breaches these T&Cs.

5.2 Either party may cancel the booking at any time by giving written notice to the other.

5.3 If the booking is cancelled:

- (a) by the Council under clause 5.1; or
- (b) by the Customer under clause 5.2,

then, subject to clause 0, the Council may charge a fee ("**Cancellation Fee**") which will be deducted from any refund payable by the Council. The Cancellation Fee shall be:

| <b>Written Notice Given<br/>(before the start of the Hire<br/>Period)</b> | <b>Cancellation<br/>Fee<br/>(% of Charges)</b> |
|---------------------------------------------------------------------------|------------------------------------------------|
| more than 8 weeks                                                         | -                                              |
| more than 4 weeks but less than 8 weeks                                   | 25%                                            |
| more than 2 weeks but less than 4 weeks                                   | 50%                                            |
| more than 1 week but less than 2 weeks                                    | 75%                                            |
| less than 1 week                                                          | 100%                                           |

5.4 Where the Supplier's reasons for cancelling the booking under clause 5.2 result from events, circumstances or causes beyond its reasonable control ("**Force Majeure Event**"), then the Council will not charge a Cancellation Fee. Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from a Force Majeure Event.

#### **6. GENERAL**

6.1 Both parties will comply with all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR (which has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018 ("**DPA 2018**")), the DPA 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

6.2 The booking is personal to the Customer and non-transferable without the Council's permission.

6.3 The Approved Booking Form and these T&Cs constitute the entire agreement in respect of the booking between the parties and neither party relies on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not otherwise set out in therein.

6.4 Any change to these T&Cs shall only be effective in respect of future bookings, unless the parties agree otherwise in writing.

6.5 A waiver of any right or remedy is only effective if given in writing and a delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the future exercise of that or any other right or remedy.

6.6 If any provision or part-provision of these T&Cs is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity, legality and enforceability of the rest of these T&Cs. If any part-provision of these T&Cs is deemed deleted, the parties shall negotiate in good faith to agree a replacement that, to the extent possible, achieves the intended commercial result of the original provision.

6.7 Any notice given to a party under or in connection with these T&Cs shall be in writing and shall be sent by email to hello@wxwakefield.co.uk, if being sent to the Council, or to the Customer's email address set out in the Approved Booking Form, if being sent to the Customer. Any notice shall be deemed to have been received at the time of transmission, or, if this time falls outside the Council's normal working hours, when the same resume.

6.8 These T&Cs do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999.

6.9 The booking shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the booking.