



Terms and Conditions

'Booking' means the provisional booking made by you and confirmed by you and accepted by us (the Booking will set out details of the Event).

'Event' means that which is detailed in the provisional Booking

'We' or 'us' mean Richmond Adult Community College.

'Venue' means the room(s) to be hired by you for an Event.

'You' means the person, firm or company booking the Event.

"Premises" means our land, buildings and facilities.

Your Booking is subject to the terms and conditions set out herein.

You should address all communications relating to your Booking to:

Richmond Adult Community College,
Parkshot,
Richmond, TW9 2RE

Email: hire@racc.ac.uk

1. BOOKINGS

- 1.1. Provisional Bookings will be held for a maximum of 7 days from the date on which they are acknowledged by us, and if not confirmed by you by the end of that period, unless we have explicitly agreed an extension of this period, the Venue provisionally booked will be released and the provisional Booking will lapse.
- 1.2. Provisional Bookings must be confirmed through a completed Booking form to the address shown above, and a legally binding contract will exist between us once we have accepted your confirmation.
- 1.3. Notwithstanding clause 1.2 above, you may, not less than 7 days prior to the Event, request in writing, by email or by telephone changes in the particulars of your confirmed Booking, and we will use our reasonable endeavours to accommodate such a request.
- 1.4. We may require you to pay a non-returnable deposit in respect of chargeable service items (including without limitation set up or refreshment) either when making a provisional Booking or on confirmation of your provisional Booking.
- 1.5. We may require you to pay a further deposit, which will be refunded after the Event unless we have reason to make further charges in accordance with clause 5.

2. PAYMENT

- 2.1. Notwithstanding clauses 1.4 and 1.5, we will invoice you on receipt of your confirmation of the Booking.
- 2.2. Our invoice(s) must be settled in full within 30 days of the invoice date.
- 2.3. We reserve the right to charge interest at 2% per month on all balances (including those in respect of extra or additional charges) outstanding at the due date until you have paid all charges in full.

- 2.4. We are currently not registered for VAT; any third party charges passed on to you will be inclusive of VAT where applicable.
- 2.5. We reserve the right to carry out credit checks on you or your company at any time as a condition of our acceptance of your Booking.

3. CANCELLATION OF THE BOOKING BY YOU

3.1. All cancellations must be notified to us in writing or by email. If you cancel the Event the following charges will apply:-

Venue type	Up to 7 calendar days	8 – 14 calendar days
Meeting room	100%	0%
Suite, hall or studio ¹	100%	50%

In each case the quoted percentage applies to the amount set out in your confirmed Booking, unless this has been modified in accordance with clause 1.3, in which case the quoted percentage applies to the amount as adjusted to take account of such modification(s).

- 3.2. If you cancel the Booking we will use our reasonable endeavours to re-let the Venue and we will reduce the cancellation charge proportionately to the extent that we are successful in re-letting the Venue to another external client.
- 3.3. Once the Booking has been confirmed pursuant to clause 1.2 (and subject to clause 1.3) any reduction in the numbers for food service will be charged fully at the appropriate rate.
- 3.4. In the event of cancellation by you, the cost of any goods and services (including without limitation food or equipment) ordered by us on your behalf will be passed on in full, unless we are able to cancel without charge within the time period allowed by our supplier of those goods or services.

4. CANCELLATION OF THE BOOKING BY US

- 4.1. We reserve the right to change or cancel your Booking, should this be necessary for reasons beyond our reasonable control. In such an event, we will notify you of such reasons, and use our reasonable endeavours to offer you alternative arrangements of a substantially similar standard. You can then either accept the alternative arrangements, or cancel your Booking. If you decide to cancel your Booking in these circumstances, we will refund all monies paid by you to us in respect of the Event, and you will have no further obligation to pay us in respect of the Booking.
- 4.2. We reserve the right to cancel your Booking if (1) the Venue or part of the Venue is closed; or (2) you become insolvent or bankrupt or otherwise unable to pay your debts as they fall due; or (3) you are more than 30 days in arrears with any payment due to us; or (4) in our reasonable opinion your proposed activities or the Event might prejudice the reputation of the Venue or Richmond Adult Community College.
- 4.3. We require you to ensure that the Event finishes no later than the time specified in your Booking, subject to any amendment agreed by us in accordance with clause 1.3. Should you wish to extend the finish time, this must be with our prior agreement, such agreement not to be unreasonably withheld, and subject to any extra charges that would have been made if the extended finish time had been specified on your Booking.

5. YOUR RESPONSIBILITIES

- 5.1. You will procure that your attendees, their guests/invitees, your staff and any other person attending the Premises shall comply with our policies and procedures then in force relating

¹ Adult Learning Suite, Queen Charlotte Hall, Studio Theatre, Sports Hall, Clifden Main Hall
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to health and safety, and that such persons comply with our reasonable instructions in the event of an emergency or incident.

- 5.2. You will comply with our Equality & Diversity policy, and procure that your attendees, their guests/invitees, your staff and any other person attending the Premises shall treat all staff and learners with respect regardless of age, disability, gender, racial heritage, religious belief, sexual orientation or identity.
- 5.3. You will procure that your attendees, their guests/invitees, your staff and any other person attending the Premises does not engage in any form of proselytising for religious or political purposes on or near the Premises.
- 5.4. You will be responsible for the costs of any damage, howsoever caused, to the Venue, its contents or the Premises and for any removal from the Premises of any item of our equipment, and shall be liable to make good any damage so caused.
- 5.5. You will at and after the Event leave the Premises in a clean and tidy state. In the event the premises are not left in a clean and tidy state then we may employ such persons as we think fit to remedy this, and the costs of employing such persons will be payable by you.
- 5.6. You will be responsible for the conduct of your staff, attendees their guests/invitees/your staff at or during the Event or prior to your departure from the Venue and the Premises, and shall be liable for any loss, costs or expenses incurred by us as a result of any act or omission of such a person.
- 5.7. You will ensure that your attendees, your staff or their guests/invitees do not affix anything to the walls, floor or ceilings of the Venue or the Premises without our prior consent.
- 5.8. Should you wish to bring electrical equipment onto the Premises, this must be:
 - inspected in advance by our Estates staff, and
 - connected only in accordance with their instructions.
- 5.9. You will ensure that your attendees, your staff or their guests/invitees do not display any posters, directional signs or other material at the Venue or the Premises without our prior consent. Our prior approval is required for any temporary displays or exhibitions.
- 5.10. You will not be entitled to offer alcoholic beverages for sale on the Premises, other than through the previously agreed use of our bar facility.
- 5.11. You will be responsible for your own liability insurance and the insurance of your stock and equipment used at the Event.
- 5.12. You will obtain and fully comply with all appropriate licences and consents (including without limitation those from the Performing Rights Society and Phonographic Performance Limited) for the public performance or broadcast of any copyright musical, film or other work which you wish to employ at the Event.
- 5.13. Our Premises are not licensed for gaming for the purposes of section 13 of the Finance Act 1966 and there shall be no games of chance conducted on the Premises. Bingo may not be played without previous written consent and subject to such conditions as we may lay down.
- 5.14. You hereby indemnify us and hold us harmless from and against any loss or damage to our property and any liabilities, claims, demands, costs or expenses incurred or suffered by or made or threatened against us by any third parties, including in respect of any death or personal injury or loss or damage to any property or consequential loss or damage caused by or resulting from or arising out of or in consequence of any act or omission on your part or on the part of any of your employees, contactors, servants, guests or agents in relation to the Booking

6. LIMITATION OF LIABILITY

- 6.1. We accept no responsibility whatsoever in respect of theft, damage or loss of any kind, howsoever caused, to you, your attendees, your staff or their guests/invitees' possessions and any and all liability arising in respect of our provision of the Venue, use of the

Premises or the hosting of the Event shall be excluded to the maximum extent permitted by law. Without prejudice to the foregoing, any liability which we may have to you (or which may be imposed upon us) shall in any event be limited to £5,000.

6.2. We reserve the right to refuse to admit to the Venue , the Premises or Event any person for any reason whatsoever.

7. DATA PROTECTION

7.1. We may wish to access any information you provide when making or confirming a Booking or which is provided by you to us for our marketing purposes such as sending you information regarding our latest offers and for inclusion in our marketing material. If you do not wish to receive such communications, or you do not wish us to include information provided by you in our marketing materials, you should so notify us in writing when confirming your provisional Booking or at the latest within thirty days after the Event

7.2. If you do not wish us to pass information referred to in clause 7.1 to third party service providers in order that they may send you information on products that they feel would be relevant to you, you should so notify us in writing when confirming your provisional Booking or at the latest within thirty days after the Event.

8. GENERAL

8.1. If any part of these terms and conditions is found to be invalid or unenforceable, then the remainder of these terms and conditions will not be affected but will remain valid and enforceable.

8.2. Any waiver us of any breach of any provision of these terms and conditions will not prevent the subsequent enforcement of that provision. Similarly, the waiver will not be deemed to be a waiver of any subsequent breach of that provision or of any other provision

8.3. These terms and conditions shall be governed and construed in accordance with English law.