

Terms and Conditions of use of the Tollards Training Centre

The Tollards Training Centre at WESC Foundation is part of the WESC Foundation and shares the same grounds hereinafter called “The Supplier”. ‘The Centre’ shall mean The Tollards Training Centre.

All training and meetings held at the Centre are subject to written acceptance by The Supplier and are made upon the following terms and conditions.

1. BOOKINGS:

- a) Information relating to the booking as required by The Supplier to ascertain the ability to provide the service, shall be given fully and factually by the client on request.
- b) Bookings can be made up to 6 months in advance and may incur a 20% non-refundable deposit.
- c) Confirmations Bookings which are not formally confirmed within 21 days by the client either by return of a booking form as requested by The Supplier or by provision of an official order may be deemed by The Supplier as not being required.
- d) Numbers attending: The client agrees to advise The Supplier as to the number of attendees by at least 10 days prior to the event. The numbers advised and in place at 5 full working days prior to the event will be the minimum determining figures for purposes of charging. Any increase in numbers will be charged accordingly. However, The Supplier cannot be held responsible for guaranteed services for an increase in numbers of more than 10%.
- e) Changes: The Supplier may accept any verbal changes to arrangements on the day of the event, such changes being advised by the client or their representatives or those making claim to representation and the client agrees to pay for any additional services provided.

2. USE OF THE FACILITIES:

During use of the Centre facilities, the client, their representatives and agents shall:

- a) make all efforts to comply with all health and safety, licensing and other regulations in place within the Centre;
- b) not make alterations to lighting or amplification or other electrical systems within the Centre without prior written consent;
- c) not allow or cause to allow admission of dangerous or hazardous chemicals or other items or substances into the Centre;
- d) not allow or cause to allow admission of liquor from an outside source into the Centre for consumption during an event;
- e) not allow or cause to allow food or drink to be consumed in the Centre which is not contracted with The Supplier or its agents, unless agreed beforehand.
- f) not allow or cause to allow any disorderly, improper, dangerous or destructive conduct whilst on the site and shall comply with any reasonable request made by the employees of The Supplier.
- g) Noise volumes, especially with use of sound equipment, must be kept to a reasonable level, this being determined by The Trustees of WESC Foundation.
- h) The client must comply with The Supplier’s Safeguarding Procedures relevant to the protection of children and vulnerable adults.

i) The Client will confine activities to the Centre building and immediate environ, unless previously arranged and confirmed by The Supplier.

3. ACCOUNTING

- a) The client agrees to pay The Supplier on due dates as specified on invoices.
- b) The Supplier reserves the right to implement interest charges of 3% per day on all charges overdue for more than 30 days.
- c) The Supplier reserves the right to cancel credit facilities at any time without notice.

4. QUERIES & COMPLAINTS

- a) Any complaint in relation to an event must be made to The Supplier in writing within 7 days of the event date after which no consideration will be given to such complaint and The Supplier will be entitled to payment in full.
- b) Any dispute in relation to an invoiced amount must be advised to The Supplier within 14 days of the event. The client agrees to pay the undisputed amount of the invoice within the due period and the remainder immediately on resolution of the dispute.

5. CANCELLATION POLICY

Cancellation by The Supplier. The Supplier may cancel the booking if:

- a) the Centre or any part of it needs to be closed for maintenance work or for other reasons beyond reasonable control;
- b) if it is considered that the event may be detrimental to the reputation of WESC Foundation and/or the peaceful conduction of other events on site;
- c) if the client becomes insolvent or enters into liquidation.

Cancellation by the client:

The Supplier reserves the right to apply cancellation charges as follows:

- a) less than 28 full working days notice of cancellation will attract a cancellation fee of 50% of the total booking cost including catering based on the number of delegates originally booked;
- b) less than 10 full working days notice of cancellation will attract a cancellation fee of 100% of the total booking cost including catering based on the number of delegates originally booked.

6. LIABILITY

- a) The Supplier will not be liable to the client or persons attending an event for any personal injury or loss or damage to property except on the occasion that, and to the extent to, it has been negligent.
- b) Any loss or damage to The Supplier's property including fixtures, fittings, walls, furniture and equipment (including that hired in for use) shall be the liability of the client. Any cost of replacing or repairing The Supplier's property whether caused by damage, breakage or removal shall be charged to the client.
- c) The client will be liable for any injury to any person, including The Supplier's staff, and shall indemnify The Supplier against any loss or liability arising from the event, except as in (a) above. Consideration should be given by the client to arranging any necessary insurances covering public liability and loss or damage to its property and that of persons attending the function.
- d) The owners and managers of The Supplier shall not be liable for any claim for personal injuries (including death) to any person employed by the client nor any loss or damage of any kind whatsoever which may attribute to any property belonging to the owners and managers of The Supplier or third parties on, in or upon venues or which may arise from or in consequence of any activities or operations whatsoever carried on by the client or their subcontractors or agents on the venue nor for any claim, demands,

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proceedings, cost, charges and expenses whatsoever in respect thereof or in relation thereto excepting any claims which may arise as a result of the negligence of the owners and managers of The Supplier or their representatives. It shall be the sole responsibility of the client to effect any insurance(s) thought to be necessary in respect of the employment of any lecturer, performer, entertainer or otherwise and such equipment as required during the occupation of the venue.

7. COPYRIGHT

The logo of WESC Foundation is copyright and should not be used without prior written permission.

8. GENERAL

a) The Supplier will take all reasonable and responsible steps to ensure the booking in accordance with details supplied and to the best of its ability. However, the right is reserved to provide alternative venues or services of at least an equivalent standard at no additional cost to the client and the client shall have no claim in this respect.

b) The Suppliers will take all reasonable steps to ensure that information contained in brochures, tariffs, leaflets and advertisement are as accurate as possible. However, the right is reserved to alter, substitute or withdraw any service, facility or amenity without notice if necessary.

c) Variations to these conditions shall not be effective unless as a written agreement between The Supplier and the client.

d) Copies of the relevant Health and Safety and safeguarding procedures will be held in the Centre and Reception for inspection.

9. FILMING

Media related filming (incl. photography) at the Centre must not be undertaken without prior written permission.

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