



Terms & Conditions

1. Binding Contract

The Booking Form and these terms and conditions together constitute a legally binding contract between ASAN Management Services Ltd and **the Hirer** (as set out on the Booking Form). ("**Contract**").

- 1.1 The Hirer and the Contract Person (as set out on the Booking Form) shall be jointly and severally liable for payment of all charges due to The Workspace under this Contract.
- 1.2 "**Booking Form**" shall refer to either a Room Booking Form or a Catering Booking Form or both (as the context infers).

2. Provisional Bookings

- 2.1 Enquiries should first be made to check the availability of the venue. If the date required is available for the function, a provisional booking can be made by telephone or e-mail. The Hirer should provide organisation name, full invoice address, a purchase order number (if required by the Hirer's internal procedures) and any other provisional details. The provisional booking will be held for a maximum of 30 days or until another enquiry for that room is made, whichever sooner, at which point the Hirer will be contacted and asked to either confirm the booking or to release it immediately.

3. Confirmation of bookings and numbers

- 3.1 All bookings are provisional until:
 - 3.1.1 The Hirer has confirmed the provisional booking by properly completing the Room Booking Form; and
 - 3.1.2 The Workspace has acknowledged receipt of the Booking Form and confirmed the booking by email or post.
- 3.2 If catering is required for the function, the Hirer shall complete the Catering Booking Form in accordance with section 6.
- 3.3 The Contact Person warrants that he or she has, prior to submitting a Booking Form, complied with the Hirer's internal procedures, including but without limitation, any requirement for prior authorisation by way of a purchase order.

4. Cancellations and postponements

- 4.1 Once room booking are confirmed, room cancellations will be charged on the following basis:

More than 20 working days notice:	No Charge
Between 11 and 20 working days notice:	50% Room Hire
Between 3 and 10 working days notice:	100% Room Hire
Less than 2 working days notice:	100% of Room Hire and Catering
- 4.2 All cancellations should be made in writing and will be effective on the date received by The Workspace.
- 4.3 Where possible every effort will be made to re-sell cancelled space to minimise any cancellation charges to the Hirer.
- 4.4 Any bookings that wish to postpone will be subject to cancellation charges as set out in section 4.1.

5. Payment terms and VAT

- 5.1 The Workspace reserves the right to require payment by way of a deposit of all or part of the room charge on such date prior to the functions as The Workspace shall determine. Should the Hirer not pay such a deposit by the date specified, The Workspace may treat the booking as having been cancelled by the Hirer and will be subject to cancellation charges as set out in section 4.1.
- 5.2 All accounts will be invoiced on the last working day of the month of the function and will be due for payment within 30days of the invoice date. Invoices can be paid via cash, credit/debit card or via BACS.
- 5.3 All prices are exclusive of VAT and will be charged on the following or on the basis of the prevailing rate:

Room Hire is charged at the standard rate at the time of booking
Catering items are Vat at the standard rate at the time of booking
Equipment items are VAT at the standard rate at the time of booking
- 5.4 The Workspace reserves the right to alter prices or other details shown in its brochure or on its website without notice. Tariffs are reviewed annually and implemented on the 1st January every year. The Hirer will be invoiced at the rates applicable on the actual day of the function.

6. Catering

- 6.1 All catering relating to a function shall be provided by The Workspace's preferred catering provider. Outside catering is not permitted.
- 6.2 The Hirer shall, not less than 10 days prior to the day of the function, complete and submit to The Workspace the Catering Booking Form which shall set out the final number of guests attending the function. Final numbers may not be less than 75% of the numbers booked. If this is the case then cancellation charges as those laid out in section 4 of these terms and conditions will apply.
- 6.3 Any reduction in numbers received during the 10 days prior to the function cannot be accepted and non-arrivals will be charged for.
- 6.4 Numbers may be increased up to 2pm of the day prior to the function, subject to the caterer's agreement.
- 6.5 Dietary requirements will be catered for if ordered within the time frame specified in these conditions of hire.
- 6.6 Due to Food Hygiene reasons, The Workspace shall after a 1 – 2 hour period remove any remaining food which they have supplied.

7. Session times

7.1 Unless otherwise stated, session times are as follows:

Morning:	09.00—12.30
Afternoon:	13.30—17.00
Evening:	18.00—21.00

7.2 The function is required to finish at the times specified on the Booking Form. The session time shall include the setting up and breaking down of equipment. In the event of any extension to the session time(s), the Hirer shall incur additional charges calculated by reference to the session charges for the allocated room(s).

8. Equipment hire

- 8.1 The Hirer must book equipment required using the Room Booking Form. Equipment is hired out on a first come first served basis and as such, no item can be guaranteed until a Room Booking Form has been received.
- 8.2 The Hirer may only bring additional equipment, articles or substances on to the premises with the prior written agreement of The Workspace and as such, equipment, articles or substances must be specified in writing. The Hirer may use their own electronic equipment as long as it is less than 12 months old or has been electrically PAT tested within the last 12 months. Evidence of which should be given to the venue before set up.
- 8.3 The Hirer shall be liable, on demand, to make good any damage to furniture fittings, equipment and any other property of the The Workspace caused by any act, neglect or default of the Hirer's employees, delegates, agents or other representatives.
- 8.4 **The Workspace will assist where reasonably possible, with the storage of equipment, article or substances. The Workspace do not accept any liability for any loss of or damage to any item of equipment, article or substance so stored.**

9. Affixing of signage

- 9.1 The Hirer shall not erect any exhibitions, stands, displays, freestanding advertising material or signs or any other items on the premises without prior agreements of The Workspace.
- 9.2 Where The Workspace's agreement has been given, no materials shall be affixed to walls using blue or white tack. The only material that may be used is masking tape and this will be supplied by The Workspace.
- 9.3 The Hirer shall be responsible for any loss or damage caused to the premises arising from the erection of any item specified in section 9.1 above and shall pay to The Workspace on damage the amount required to make good any such damage.

Obligation of the Hirer

- 9.4 The Hirer shall remove (or procure the removal from the premises) of any person acting in a manner which, in the reasonable opinion of The Workspace may be undesirable, inappropriate, harmful, offensive, obscene or illegal or may cause a breach of the peace and shall procure the cessation of any activity on the premises for which the Hirer or its guests are responsible and which, in the reasonable opinion of The Workspace, constitutes or may constitute a breach of the peace.
- 9.5 The Hirer shall not assign or sublet the Booked Room without prior written consent of The Workspace.
- 9.6 The Hirer shall indemnify The Workspace for any loss or damage to any property arising out of the holding of a function or any injury which may be incurred by, be done or happen to any person during the holding of a function arising from any causes what so ever, or for any loss due to any breakdown of machinery, failure or supply of electricity or telephone, leakage of water, fire, riot, government restriction or act of God which may cause The Workspace's premises to be temporarily closed or the function interrupted. **It is the responsibility of the hirer to ensure they have adequate Public Liability insurance.**
- 9.7 The Hirer must comply with The Workspace's policies including Health and Safety and Equal Opportunities (available on request). The Workspace will refuse the right to hire or cancel said booking that does not comply with the current policies at the date of hire.

10. General

- 10.1 Neither party excludes liability for death or personal injury caused by its negligence, or that of its officers, employees, contractors or agents; for fraud or fraudulent misrepresentation; or for any other liability, which may not be excluded by law.
- 10.2 The Workspace's liability, under the Contract, for loss of or damage to the Hirer's tangible property caused by the negligence of the Supplier, its officers, employees, contractors or agents, shall not exceed the charges paid by the Hirer under the Contract.
- 10.3 Without prejudice to section 11.1 The Workspace shall have no liability for any losses or damages which may be suffered by the Hirer (or any person claiming under or through the Hirer), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, for any indirect or consequential loss, including but without limitation loss of profit or anticipate savings.
- 10.4 The Hirer shall indemnify, and keep indemnified, defend and hold harmless The Workspace and its respective officers, agents, employees, successors and assigns from any and all losses, liabilities, damages, costs and expenses arising directly or indirectly from or in connection with any and all acts or omissions of the Hirer, or breaches of this Contract by the Hirer including any act, neglect or default of the Hirer's employees, agents or sub-contractors.
- 10.5 The Hirer agrees that The Workspace may periodically contact the Hirer with details of special offers and services that may be of interest to you. The Hirer can any time on written notice advise the The Workspace that it does not wish to be included in this activity.
- 10.6 This Contract shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts to determine any dispute arising out of this Contract or its interpretation.