

DFYC BOOKING TERMS & CONDITIONS

Name and address of Hirer:	
Contact:	
Email:	
Telephone:	
Facility and proposed use:	
Date(s) and time(s) of Booking: <i>Where the booking is for a single session state date. Where the booking is for multiple sessions state either all the applicable dates or show the first date, indicate it is a weekly booking and provide the last booking date required</i>	
Booking Period: <i>State session start and end times</i>	
Number of participants attending:	
Participants with special needs <i>This will help us ensure that facilities are ready for use.</i>	
Specialist staff that you would like us to provide to support your activity: <i>Please note that additional charges will apply and staff are subject to availability. List each document required and tick each upon production.</i>	
Any documentation required to accompany the booking: <i>e.g. copies of any professional qualifications, risk assessments or schedule of public liability insurance</i>	
Comments:	
Booking Fee: <i>(to be completed by DFYC Staff) being the cost of individual sessions)</i>	

Total Cost: <i>(to be completed by DFYC Staff) being the total cost of all sessions):</i>	
<i>DFYC bank details:</i> <i>Sort code: [INSERT]</i> <i>Account number: [INSERT]</i>	
Signature of Client:	
Signature DFYC Staff:	
All prices quoted are correct at the date of booking. DFYC reserves the right to revise any hire fees up to 12 weeks prior to the date of hire.	

Terms and Conditions

We are The Downside Settlement trading as Downside Fisher Youth Club, (company number 313105 and registered charity number 252196) whose registered office is at Coxson Place, Druid Street, London SE1 2EZ; ('DFYC' 'we', 'our', 'us').

These terms apply to all bookings placed by the person named on the attached booking form (the 'Hirer', 'you', 'your') for the use of our facilities at Coxson Place, Druid Street, London SE1 2EZ.

By signing the booking form you agree to comply with these Terms and Conditions in respect of your use of the Facilities at the Premises and you agree to ensure that your Guests do the same.

1. INTERPRETATION

In these Terms and Conditions the following definitions apply:

Booking means the single booking of the Facilities specified on the Booking Form or, if the booking form specifies multiple sessions, each of the individual sessions comprised within the Booking;

Booking Fee means the fee payable by you to us for each Booking;

Booking Form means the booking form to which these terms are attached;

Booking Period means the time during which a Booking is to take place as specified in the Booking Form;

Facilities means the facilities booked by you and specified on the Booking Form;

Guests means you and any of your agents, staff or other persons that you (or any of your guests) invite to participate in a Booking or to enter the Premises;

Person includes a natural person, company, or other body of persons incorporated or not;



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Premises means the premises known as the Downside Fisher Youth Club, Coxson Place, Druid Street, London SE1 2EZ;

Staff means DFYC staff, volunteers or contractors made available in the course of providing the Facilities.

2. FACILITIES HIRE

- 2.1. Subject to paragraph 2.3, for each Booking that you place, we grant you a licence to use the Facilities for the Booking Period and you agree to pay us the Booking Fee for each Booking.
- 2.2. For the avoidance of doubt, no relationship of landlord and tenant shall be construed or implied from or by the Booking or these terms and we reserve all of our rights in the Facilities and the Premises.
- 2.3. We may from time to time require you to produce evidence of the legality or suitability of any activity proposed to be undertaken at the Premises or of the qualifications of any person organising or attending any activity that you intend to use the Facilities for. Such evidence may include, without limitation, copies of any risk assessments, schedule of insurance and professional qualifications. It is a condition of us making the Facilities available to you that you shall produce copies of such documentation (which must be in a form acceptable to us) before the start of the Booking Period.

3. PAYMENT

- 3.1. Where the Booking is for a single session we generally require payment to be made at the time the Booking is placed but reserve the right to invoice in arrears. Where the Booking covers multiple sessions we generally issue invoices after each individual Booking has taken place but we reserve the right to invoice for multiple session Bookings in advance. You must pay our invoices within 30 days of the invoice date by BACS transfer to our bank account or by cheque.
- 3.2. If you have indicated that you require specialist staff to fulfil the Booking we shall charge those staff at the rate set by us for such staff from time to time, subject always to availability. The additional cost of providing such staff shall be added to and form part of the Booking Fee.
- 3.3. If you are late in paying any invoices we may charge interest on the overdue sum at 8% per annum above the Bank of England base rate from the due date until the date of actual payment and, where a Booking comprises more than one session, we may suspend delivery of future sessions until such time as all payments are up to date.
- 3.4. The Booking Fees quoted on the Booking Form are exclusive of VAT which shall be payable in addition if we are required to charge it.

4. CANCELLATION



- 4.1. All bookings require a minimum of 24hrs notice for cancellations, in writing, otherwise you will still be charged. By placing a Booking that comprises multiple sessions (Block booking) you will be bound to pay the Booking Fee for all sessions comprised within the Booking in full, irrespective of whether you attend for the individual sessions or not. We are not generally able to offer refunds but if you wish to re-arrange or cancel any individual Bookings please notify us with the minimum of 24hrs notice and we will try and accommodate your request. The extent to which we can will depend on whether we think we will be able to secure an alternative booking for the affected session(s). If we think we can, we will re-arrange the Booking or offer you a refund (as applicable) although nothing in this clause shall place us under an obligation to do so.
- 4.2. If we do offer a refund we may deduct a reasonable amount to cover our costs and expenses in finding an alternative booking.
- 4.3. If for any reason you have to cancel a blocking booking for 3 consecutive weeks in a row, we reserve the right to review the booking to ascertain the cause for the frequent cancellations. In some exceptional cases we reserve the right to revoke the block booking where it can be demonstrated that the sessions are being cancelled more than they are being attended. In such cases you can still check availability of the facilities on a weekly basis and place a request to hire rooms where applicable.

5. RESTRICTIONS ON USE

5.1. You and your Guests may:

- 5.1.1. use the Facilities at and for the times specified on the Booking Form subject to these terms of use and provided that the maximum number of Guests shall not exceed the number stated on the Booking Form or such other number as our Staff consider to be reasonable having regard to the nature of the Facilities and the room in which they are to be held. Our Staff shall have the final decision on what number is reasonable for these purposes;
- 5.1.2. Access the reception area of the Premises a reasonable amount of time ahead of commencement of the Booking Period and remain in the reception area for a reasonable amount of time after expiry of the Booking Period as our Staff determine;
- 5.1.3. use the toilets and other communal facilities on the Premises or as specified in the Booking Form during the Booking Period and for a reasonable amount of time before and afterwards as our Staff determine.

5.2. You must:

- 5.2.1. Notify us at the time you place the Booking of any special or unusual conditions or requirements imposed by law or by any rules or codes of conduct applicable to any professional or trade organisation of which you are a member or otherwise affiliated, that are relevant to or may affect your use of the Facilities or any activity that you wish to undertake whilst using the Facilities. Examples of such conditions or requirements include, without



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limitation, any requirement to undertake a risk analysis or to have any insurance cover;

- 5.2.2. at all times while your Guests are on the Premises, observe all applicable statutes, licences, by-laws and regulations, including any regulations made by us and posted at the Premises from time to time, and any recommendations or codes of conduct imposed by any professional or trade organisation of which you are a member, and relating to the use of the Facilities or your enjoyment of the Premises;
 - 5.2.3. comply with and ensure that all your Guests comply with all lawful requests made by our Staff in connection with the provision of the Facilities, and ensure that the Premises are vacated in a timely fashion at the end of the Booking Period before you leave;
 - 5.2.4. make good or pay us for all damage or breakage caused at the Premises by your Guests, the remedial action or amount of such damage to be determined by our Staff at their reasonable discretion;
 - 5.2.5. provide us with details of any medical conditions or special requirements that any of your Guests may have or need if they are pertinent to the provision of the Facilities or fulfilment of the Booking. We will endeavour to accommodate such conditions and needs if we feel able to do so but cannot always do so.
- 5.3. You must not and you must ensure that your Guests do not:
- 5.3.1. use the Facilities for any purpose other than the intended purpose for which the Booking was made;
 - 5.3.2. bring to the Premises or attempt to use during the provision of the Facilities any equipment that is not provided by us for the purpose of fulfilling the Booking other than as specified on the Booking Form and on condition that you shall remove such equipment and make good any damage caused by such equipment at the end of the Event Period;
 - 5.3.3. do or omit to do anything which would or might reasonably invalidate any insurance maintained by us in relation to the Premises or the provision of the Facilities;
 - 5.3.4. permit the Facilities to be used for any immoral, offensive or illegal purpose or for any purpose that would cause any loss, nuisance or inconvenience to us or any other user of the Premises;
 - 5.3.5. engage in any violent, threatening or abusive behaviour; or
 - 5.3.6. make any alterations to or the Premises.

6. RIGHTS AND OBLIGATIONS OF DFYC

- 6.1. We shall allow your Guests quiet enjoyment of the Facilities for the Booking Period in accordance with these terms;



- 6.1.1. provide your Guests with such equipment and/or make available our Staff in order to provide the Facilities in accordance with anything stated on the Booking Form;
- 6.1.2. clean the Premises and dispose of normal waste and litter at the end of the Booking Period.
- 6.2. We have the right to:
 - 6.2.1. refuse admission to or remove any of your Guests from the Premises or terminate the Booking if, in the reasonable opinion of our Staff, any of the Guests:
 - (i) are under the influence of alcohol or illegal drugs;
 - (ii) engage in violent or threatening behaviour or threaten violence towards any of our Staff or other users of the Premises; or
 - (iii) behave in a way that is offensive or undesirable.

7. TERMINATION

- 7.1. Without prejudice to any right or remedy which we may have against for your breach or non-performance of these terms, we shall have the right to terminate any and all Booking(s) immediately and without notice if you commit a material breach of your obligations under these terms.
- 7.2. All our rights and obligations in respect of any Booking(s) that we give notice of termination in respect of shall cease to have effect immediately upon us giving such notice, except that termination shall not affect our accrued rights and your obligations at the date we terminated.

8. WARRANTIES, LOSS, DAMAGE OR INJURY

- 8.1. You must satisfy yourself that the Facilities are suitable for your needs and the needs of each of the Guests. We make no representation and give no warranties as to the suitability of the Facilities for the purpose to which you have placed the Booking.
- 8.2. We accept unlimited liability for death or personal injury caused by our negligence and anything else for which we cannot at law limit or exclude our liability but otherwise, our maximum liability under these terms or arising out of the Booking or the presence of Guests at the Premises shall not exceed, in aggregate, £1,000,0000 or, if lower, such other amount as we may hold public liability insurance for from time to time.
- 8.3. We shall not be liable for the following loss or damage howsoever arising even if it was reasonably foreseeable:
 - 8.3.1. any economic loss including administrative and overhead costs, wasted management time, loss of profits, business, contracts, revenues, goodwill, production and anticipated savings;



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- 8.3.2. loss arising from any claim made against you by any other person;
- 8.3.3. loss or damage arising from our failure to fulfil our responsibilities or any matter under our control; or
- 8.3.4. any indirect or consequential loss.
- 8.4. Under no circumstances shall we be liable for any loss, theft or damage to the personal goods or property of your Guests, regardless of how and by whom such loss or damage was caused. Nor shall we be liable for any loss occasioned to your Guests as a result of the breakdown of equipment, a failure in the supply of electricity, a leakage or penetration of water, a fire or explosion, a government restriction, an act of God or any other reason beyond our control which may cause the Premises to be closed or the Booking or any use or proposed use of the Facilities to be cancelled, interrupted, delayed or curtailed.
- 8.5. You acknowledge that you have placed the Booking and entered into these terms in reliance only on the provisions contained within them and, save as expressly set out in these terms, we shall have no liability in respect of any representation, warranty or promise that is not contained in these terms, unless it was made fraudulently.
- 8.6. You agree to indemnify us on demand against all expenses, costs, claims, damage or loss arising from any breach of your obligations under these terms of use and / or from any act or omission of any of your Guests or any person using the Facilities with your actual or implied authority.

9. GENERAL

- 9.1. None of these terms are enforceable by a third party pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not an express party to them.
- 9.2. To the extent that any provision of these terms is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of them, it shall not affect the enforceability of the remaining terms nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.
- 9.3. No single or partial exercise, or failure or delay in exercising any right, power or remedy by us shall constitute a waiver by us of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these terms or otherwise.

10. GOVERNING LAW AND JURISDICTION

These terms shall be governed by and construed in accordance with English law and each of the parties irrevocably submits to the exclusive jurisdiction of the courts of England in respect of any matter arising in connection with the Booking and these terms.



