



wallacespace limited booking terms and conditions

Thank you for choosing **wallacespace** limited (**'wallacespace'**)
Your attention is drawn to our cancellations policy at Clause 7

1. Definitions

In these terms and conditions, unless the context requires otherwise, the following expressions shall have the following meanings:-

"Agreement"	the agreement between wallacespace and the Hirer for the hire of the Facilities in accordance with these terms and conditions
"Booking"	the Hirer's booking of the Room and the Facilities as set out in wallacespace's booking form
"Event"	the event for which the Room is hired
"Facilities"	Room hire, catering and equipment hire provided by wallacespace
"Hirer"	the person/s and/or company placing the Booking including a person or company placing the Booking for a third party.
"Room/s"	the rooms at the Venue included in the Booking made with the Hirer.
"Venue"	the location including Rooms and Facilities included in the booking made with the Hirer
"wallacespace"	wallacespace limited

2. Bookings

- 2.1 The Booking constitutes an offer by the Hirer to hire the Room and Facilities in accordance with these terms and conditions.
- 2.2 The Booking shall be deemed accepted when wallacespace issues a confirmation form in relation to the Booking at which point and on which date the Agreement shall come into existence
- 2.3 These terms and conditions apply to the Agreement to the exclusion of any other terms that the Hirer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing
- 2.4 A person or company placing a Booking for a third party shall be liable as the Hirer under this Agreement unless and until this Agreement is terminated and an agreement is entered into directly between wallacespace and such third party
- 2.5 The Hirer (if more than one person) shall be jointly and severally liable in respect of this Agreement.
- 2.6 The Hirer must comply with the provisions of general law and any bylaws together with any rules or regulations of wallacespace from time to time.

3. Payment

- 3.1 For existing Hirers, no deposit is required when making a Booking. For new Hirers, wallacespace reserves the right to require payment by way of deposit of all or part of the Room/catering charge in advance of the Event. If the Hirer does not pay the required deposit by the due date, wallacespace may treat the booking as having been cancelled by the Hirer.

3.2 All accounts will be invoiced immediately following the date of the Event and will be due within 14 days of the date of the invoice.

3.3 All prices quoted are exclusive of VAT to be charged in respect of the hire of all Facilities and serves, including Room hire, catering and equipment hire provided by wallacespace.

4. Venues

4.1 wallacespace reserves the right to substitute an alternative Venue of similar size and quality to the one originally booked if the original Venue is unavailable.

4.2 wallacespace reserves the right to accommodate other events or groups in Rooms not included in the Booking made by the Hirer.

4.3 wallacespace reserves the right to change Rooms but will endeavour to contact the Hirer before doing so. All reasonable efforts will be made to ensure that any Room will be as suitable as the original Room booked.

4.4 wallacespace requires advance warning of any unusual activities taking place within Rooms to allow for appropriate planning, e.g drumming, musical instrument, singing, dancing, painting, cooking. wallacespace reserves the right to refuse such activities from taking place should they be deemed to interfere with other hirers.

4.5 In the event of late payment wallacespace will claim statutory compensation and charge interest on a daily basis from the date payment was due in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. wallacespace reserves the right to cancel any future bookings made by the Hirer (irrespective of any deposit (s) paid) if any payment is overdue.

4.6 The Hirer shall not hold itself out to be connected to wallacespace, nor, without the prior permission of wallacespace, use the wallacespace name or logos on any promotional or other materials.

5. Durations

The Hirer must adhere to the session times for the Event as agreed with wallacespace. However, if the Event extends past the agreed time, or starts before the agreed time, subject to obtaining wallacespace's consent, the Event may be subject to a surcharge of £150, per hour, per Room. If the Hirer wishes to continue past 1800hrs, wallacespace is entitled to adjust charges accordingly and not adhere to those quoted by wallacespace. Prior notice to any additional surcharges will be given.

6. Delegate Numbers

6.1 The Hirer must ensure that a full and accurate delegate list is sent to wallacespace at least 48 hours in advance of the Event and that wallacespace is alerted to any changes to that list as soon as possible.

6.2 Should the number of delegates attending the Event be less than that which was agreed with the Hirer on confirmation, wallacespace is entitled to charge for the number of delegates originally booked.

6.3 Should the number of delegates attending the Event be more than that which was agreed with the Hirer on confirmation, wallacespace is entitled to charge the number of delegates attending.

7. Cancellations

7.1 If the Hirer needs to cancel the Event, cancellation charges will apply. Cancellations must be confirmed in writing. The notice period becomes effective on receipt by wallacespace of such confirmation. Cancellations are charged at the greater of £350 or a percentage of the booking fee as set out below:

7.2 Cancellation charges for Events of 1 to 4 days/1 to 4 Rooms	
Notice period before first day of hire	% of value of total Booking
2 weeks	30%

1 week	60%
72 hours	100%

7.3 Cancellation charges for Events of 5 days or more/5 rooms or more:

Notice period before first day of hire	% of value of total Booking
6-8 weeks	30%
2-6 weeks	60%
0-2 weeks	100%

7.4 Evening and large Events:

wallacespace reserves the right to charge a 30% deposit on evening Bookings or large Events. Deposit due on confirmation. If the Booking is cancelled within 10 days of the Event, full charges will apply at wallacespace's discretion.

8. Limitation and Exclusions

8.1 The Hirer shall indemnify wallacespace from and against all claims, demands, actions, expenses, damages, penalties or proceedings arising out of or connected with any loss or theft of or damage to any property of any person while in the Venue or any death or injury which shall occur while any person is in the Venue.

8.2 To extent that is permitted by law, wallacespace is under no liability to the Hirer for any damages or losses direct or indirect arising out of the Hirer's use of the Venue, Facilities and wallacespace's IT and audio visual systems and equipment. The Hirer is responsible for arranging any insurance to cover such risks.

8.3 Nothing in these terms and conditions shall be interpreted as excluding or restricting any legal liability of wallacespace for death or personal injury resulting from the negligence of wallacespace, its employees or agent or contractors.

8.4 If any exclusion of liability under this Agreement shall be held to be invalid for any reason and wallacespace becomes liable for loss or damage in relation to a Booking that it may otherwise have been lawful to limit, such liability shall be limited to no more than the amount already paid for that Booking to wallacespace by the Hirer.

8.5 wallacespace shall not be responsible for any loss due to mechanical breakdown, failure in electricity supply, flood, fire, government restriction, act of god of other reason outside wallacespace's control which may cause the Venue to be temporarily closed or the Event interrupted.

9. Health and Safety Issues

9.1 The Hirer must follow instructions from any member of wallacespace staff who will assume full control and responsibilities for procedures such as, where appropriate, evacuation in the event of a fire or any other security or health and safety matters.

9.2 Whilst all reasonable efforts will be made to ensure wallacespace Venues are safe and secure, wallacespace does not accept any liability for any theft, loss or damage to the Hirer's and delegates' property.

9.3 The Hirer will not affix any logo, notice, emblem or other item to any part of the Venue nor displays erected unless wallacespace's prior written agreement has been obtained.

10. Behaviour

The Hirer will be responsible for keeping proper order and for ensuring that all delegates attending the Event will behave in a seemly manner and comply with any instructions they may receive from any staff member of wallacespace.

11. Food and Drink

Externally purchased food may not be brought on to the Venue premises for consumption. Other than that supplied by wallacespace, wines, spirits or other beverages are not permitted to be brought on to the Venue premises for consumption unless prior written consent has been given by wallacespace in which case a 'corkage' charge will be made.

12. Notices

Any notice required under these terms and conditions shall be deemed to have been given if delivered by hand or sent by prepaid first class post, fax or e-mail (followed by notice in post) to the party concerned at the last known address, and deemed to have been received on the day of despatch if sent by hand, fax or e-mail, and on the third day after posting if sent by post.

13. Third Party Rights

It is the intention of the parties that no term of this Agreement may be enforced by any person who is not a party to this Agreement ("Third Party"), notwithstanding that any such term of this Agreement may purport to confer, or may be construed as conferring, any benefit on such Third Party and irrespective of whether such Third Party is identified in this Agreement. The Contracts (Rights of Third Parties) Act 1999 shall not apply to any provisions of this Agreement.

14. Interpretation and Governing Law

14.1 Headings are included in these terms and conditions for convenience and identification only, and are not to be taken to limit the meaning of any part of these terms and conditions. If any provision, or part of a provision of the Agreement should be held unenforceable in conflict with the law, any part so held unenforceable or invalid shall be severed from the remainder of the Agreement which shall not be affected by such severance.

14.2 The Agreement represents the entire agreement between wallacespace and the Hirer.

14.3 The Agreement shall be governed by and construed in accordance with English law and the parties agree to the exclusive jurisdiction of the English courts.