

Standard Terms and Conditions of Business

1. Interpretation: The following meanings apply in this document:-

- 1.1 The '**Customer**' or '**User**' is any person, club, society, organisation or company using the amenities and/or facilities of the centre as defined by section 12 of The Unfair Contract Terms Act 1977.
- 1.2 '**Terms & Conditions**' means the conditions, restrictions and benefits as laid out in this document, and other special conditions applied to a particular transaction.
- 1.3 '**The Supplier**', '**The Provider**', '**The Company**', or '**WPC**' is Wells Place Centre Ltd, a private limited company, wholly owned and operated by Eastleigh Baptist Church, a registered Christian charity.

2. General:

- 2.1 These Terms & Conditions shall be deemed to be incorporated into all agreements, contracts, quotations and invoices of Wells Place Centre Ltd.
- 2.2 Any variation to these Terms & Conditions is inapplicable unless agreed in writing and signed by a director of the company.
- 2.3 These Terms & Conditions shall not affect the Companies or the Customer statutory rights under English law.
- 2.4 The areas available for hire/use relate to the room(s) hired, entrance area, toilets, stairways, lift, and circulation space for the purpose of access.
- 2.5 Wells Place Centre Ltd reserve the right of entry to any part of the premises at all times for themselves or their authorised representatives.
- 2.6 Outside the agreed hire period, the Wells Place Centre is private property.

3. Price and Payment:

- 3.1 Rates and Prices are subject to review and change without prior notice.
- 3.2 The Rate and Price charged will be those applicable at the time of use of the facilities, which may differ from the rate applicable at the time of booking.
- 3.3 The company will take reasonable steps to inform customers of any price increases at least 21 days before they become effective.
- 3.4 Payment is requested by invoice following use of the facilities, to allow for any extra items on-the-day. However, Wells Place Centre reverse the right to require a deposit against charges or possible damage as it sees fit.
- 3.5 Payment is due on presentation of the invoice. Wells Place Centre Ltd is not a licensed credit agent and does not therefore offer credit terms.
- 3.6 Wells Place Centre Ltd reserve the right to suspend facilities for customers with outstanding invoices.
- 3.7 Wells Place Centre Ltd reserve the right to charge interest on overdue invoices (at up to 8% over Bank of England base rate) in accordance with The Late Payment of Commercial Debts (Interest) Act June 1998.

4. Catering:

- 4.1 To ensure Hygiene standards are maintained, only food supplied by Wells Place Centre Ltd can be consumed on the premises without prior consent in writing. However if individual room users wish to bring their own packed lunch, this is acceptable, provided it is consumed in the room booked. The use of outside caterers or the bulk purchase of food from other suppliers is not permitted without express permission in writing.
- 4.2 Only food and refreshments purchased in the Coffee Shop may be consumed in the Coffee Shop.

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Standard Terms and Conditions of Business (continued)

5. Suppliers Obligations:

5.1 Wells Place Centre Ltd will use its best endeavours to provide the facilities advertised with reasonable skill and care, and to a reasonable standard.

5.2 Wells Place Centre Ltd will use its best endeavours to ensure the centre is operated in a safe manner and will comply with all the appropriate and necessary Health and Safety requirements.

5.3 Wells Place Centre Ltd accepts responsibility for ensuring all equipment supplied or made available for use by the centre is correctly maintained and free from known defect.

5.4 Wells Place Centre Ltd will ensure that the premises are adequately insured.

6. Customer Obligations: To enable Wells Place Centre Ltd to meet its obligations and for the reasonable enjoyment of all customers:-

6.1 The Customer shall not sublet the hired space and associated areas as defined in 2.4 above, nor seek to assign the benefits or burden of the agreement to third parties.

6.2 The Customer shall vacate the hired space by the end of the agreed time.

6.3 The Customer will be responsible for the behaviour of persons within their group in the use of the areas of hire and associated facilities as defined in 2.4 above.

6.4 The Customer shall not allow interference to the quiet enjoyment of other users of the centre to occur.

6.5 The Customer shall not allow:- alcohol, drugs (other than prescription), knives and other offensive weapons, explosives or any type of pyrotechnic devices, or any illegal substances, to be brought into the centre, unless prior written consent has been obtained.

6.6 Where appropriate, The Customer will ensure they have an appropriate vulnerable person policy in place and if requested supply a copy of that policy to Wells Place Centre Ltd. The care of vulnerable persons, remain at all times the responsibility of the leader of the group they are part of.

6.7 The Customer undertakes not to allow:- Smoking on the premises in accordance with current legislation.
Gambling with the exception of raffles or draws for charitable purposes.
Tampering with the equipment or fabric of the centre.

6.8 The Customer also undertakes to be:- Responsible for any damage to the fabric of the centre or equipment during use.
Responsible for any loss, damage or injury to persons within or outside their group while undertaking activities under their control.
Responsible for any consequential loss due to damage caused to the centre.

6.9 The Customer undertakes to adhere to and inform their group at the start of each meeting the procedures to be followed in an emergency evacuation as detailed to them in the card they receive on arrival at the Centre (copy available on request).

6.10 On emergency evacuation, the Customer undertakes to ensure that all group members have exited their room and are making their way outside. The Customer will take particular care to ensure any sight or hearing impaired members of the group are given the necessary assistance by other group members to safely evacuate. During the hours 8.30am – 5pm Monday – Friday, Wells Place Centre staff will assist with the evacuation of mobility impaired users on the 1st or 2nd floors using the evacuation method chosen by that person on arrival. The Customer will ensure that someone from the group is available to assist the Wells Place Centre staff member with the evacuation of any mobility impaired user. The Customer will note that outside of these hours mobility impaired users cannot be evacuated using our Evacuation Chairs unless there is someone in the Customer's group who is a trained user of these chairs (training can be given by a member of Wells Place Centre staff if organised in advance). Therefore if the mobility impaired user cannot get down the stairs themselves a meeting room must be booked on the ground floor.

6.11 The Customer will inform Wells Place Centre staff before confirmation of booking if more than two mobility users are known to be part of the group. Wells Place Centre accept that this information is not always known in advance.

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Standard Terms and Conditions of Business (continued)

7. Limitation of Liability and Force Majeure:

7.1 Nothing in these Terms & Conditions shall limit or exclude either party's liability for:- death or personal injury; fraud or for any sort of liability that by law cannot be limited or excluded; any loss or damage caused by deliberate unlawful action or negligence.

7.2 Wells Place Centre Ltd will not be liable in any way for loss, damage or theft to clothing, jewellery, monies, or other articles owned by the customer whilst on the premises, or stored outside the period of hire.

7.3 Wells Place Centre Ltd will not be liable for losses resulting from the inability to provide a suitable room or other facilities due to circumstances beyond its control; including, but not limited to:- Adverse weather; Flood; Power Failure; Civil Unrest or Terrorist attack.

7.4 Wells Place Centre Ltd subject to clause 7.1 above do not accept any responsibility for consequential loss however caused.

8. Provisional Bookings and Cancellation Policy:

8.1 All bookings are considered Provisional until a signed Booking Form is received.

8.2 Provisional Bookings may be cancelled without charge subject to clause 8.4 below.

8.3 Provisional bookings not confirmed within 2 weeks may be cancelled and the room re-let without further notice.

8.4 Bookings made within 5 working days of the day of hire, will be treated as a firm booking, even if not confirmed in writing and the full Cancellation policy detailed in 8.6 to 8.12 below will apply.

8.5 Once a signed Booking Form is received by Wells Place Centre Ltd, the booking is counted as confirmed and the following Cancellation policy applies:-

8.6 All Cancellations must be confirmed in writing.

8.7 Confirmed Bookings, if cancelled more than 15 working days in advance of the intended hire date will be charged the applicable Admin Fee only.

8.8 Confirmed Bookings, if cancelled between 7 and 14 days in advance of the intended hire date will be charged the appropriate Admin Fee plus half the room fee for the hours booked.

8.9 Confirmed Bookings, if cancelled with less than 7 working days in advance of the intended hire date will be charged the full charge, including Catering as supplies will have been ordered and staffing arranged in anticipation.

8.10 Adverse Weather: If the centre is open and we have staff available to facilitate the booking/event, normal cancellation policy/charges apply.

8.11 Extreme circumstances: In the event of a death in the immediate family of the main user of a room causing the planned event to be cancelled, centre staff will have some discretion to amend the above policy, which will be dealt with on a case by case evidentiary basis.

8.12 Substitution of Room: Wells Place Centre Ltd reserve the right to change the original room booked without notice, for an alternative room suitable for the number of attendees and stated purpose of the booking.

8.13 Access: Wells Place Centre Ltd is normally accessible on all floor to disabled users (although see clauses 6.9 to 6.12 above), however if access is restricted due to circumstances beyond our control, clause 7.3 above applies.

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8.14 Additional Time: Arriving early or leaving late will result in additional charges. Time is calculated from the time the first person occupies the room until the last person leaves. A 15 minute leeway is allowed, but use of the facilities outside of this time will be charged for. It is the responsibility of the Customer to ensure they sign in and out at reception and that the times of arrival and leaving are correctly noted.

9. Disputes:

9.1 Any disputes should be reported first to the centre staff through the established complaints procedure, and if this is not immediately referred to the Centre Manager, the customer should directly approach the Centre Manager during normal office hours.

9.2 If the Centre Manager has not resolved a customer's concern, the matter should be put in writing addressed to: The Directors, Wells Place Centre Ltd, Wells Place, Eastleigh, Hampshire, SO50 5LJ. The directors will respond within 21 working days from the receipt of any written complaint.

10. Governing Law:

10.1 These Terms and Conditions have been constructed in accordance with the law of England and submit to the exclusive jurisdiction of the English courts.