



TERMS & CONDITIONS OF ROOM HIRE

Introduction

- 1 These terms and conditions relate to the hire of rooms (the “**Hired Space**”) at our premises at The Circle, Rockingham Lane, Sheffield S1 4FW (“**The Circle**”). Bookings for Hired Spaces are subject to these terms and conditions, our standard policies referred to below, and any special conditions set out in the Booking Form (the “**Hire**”).
- 2 The Circle is owned and managed by Voluntary Action Sheffield (company registration number 00215695, registered charity number 223007) whose registered office is at The Circle (“**VAS**”). VAS’s employees, volunteers and suppliers who manage the conferencing and facilities are referred to as “**The Circle Team**”.

Making a Booking

- 3 Bookings for Hired Spaces will only be accepted by VAS on completion of a standard booking request, and are subject to these terms and conditions. If there is any conflict between any special terms on the booking form, and these terms and conditions, the special terms will prevail.
- 4 No booking will be binding until:
 - 4.1 VAS receives a completed booking request;
 - 4.2 VAS receives any required deposit; and
 - 4.3 VAS confirms the booking in writing in the form of an email confirmation of the booking.
- 5 The booking form must set out the name and contact details of the hirer of the Hired Space, who must be 18 years of age or over (the “**Hirer**”). The Hirer must comply with all of the terms of the Hire, including the payment of Hire fees and all other amounts to VAS when due.
- 6 VAS may refuse any application for Hire.
- 7 The Hire is personal, and cannot be transferred by the Hirer.

Payment Terms

- 8 In addition to the agreed Hire fee, the Hirer agrees to pay to VAS any amount in relation to:
 - 8.1 any additional time in excess of the agreed period of Hire; and

- 8.2 any damage to VAS property.
- 9 All amounts due to VAS must be paid promptly:
 - 9.1 by the date of the Hire; or
 - 9.2 (if credit terms have been agreed) within 30 days of receipt of VAS's invoice;
or
 - 9.3 (where other credit terms have been agreed) by the agreed date.

Use of the Hired Space

- 10 VAS (and any member of The Circle Team) may enter the Hired Space at any time.
- 11 The Hirer must abide by the following VAS rules and policies that apply at the date of the Hire. A copy of each will be provided to the Hirer on request, but please note that they may be updated by VAS from time to time:
 - 11.1 Equal Opportunities policy;
 - 11.2 Good Housekeeping and security rules; and
 - 11.3 IT Suite Guidance.
- 12 The Hirer will promptly inform VAS of any layout, equipment, catering, refreshments and accessibility requirements. VAS cannot guarantee that any requirements will be met if less than two weeks' notice is given. Please note that VAS cannot guarantee to meet any late requests for changes.
- 13 A restricted number of accessible car parking spaces are available and must be booked in advance.
- 14 The Hirer is responsible for:
 - 14.1 the efficient supervision of the Hired Space, including effective control of children, the orderly and safe admission and departure of persons to and from the Hired Space, and the orderly and safe clearance of the Hired Space in case of an emergency;
 - 14.2 following the instructions for use of all equipment;
 - 14.3 ensuring that all users of the Hired Space are aware of the emergency exit routes from The Circle and that all doorways and corridors to the Hired Space shall be kept unobstructed and immediately available for use during the whole time the Hired Space is in use;
 - 14.4 ensuring that all fixtures and fittings and equipment provided by VAS are not damaged and used correctly and that any faults or damage occurring during the Hire is reported. The Hirer agrees to pay on demand the full cost of

repair or replacement of any equipment, fixtures or fittings that are damaged by the Hirer or persons invited into The Circle by the Hirer;

- 14.5 complying with the access and security arrangements when using the Hired Space, and not allowing or permitting unauthorised entry at any time;
 - 14.6 ensuring that any keys or swipe cards borrowed by the Hirer for gaining access to the Hired Space are not copied, are not used after normal working hours, and are returned to VAS as soon as possible afterwards, normally by the next working day, unless otherwise arranged. The Hirer agrees to inform VAS of any lost keys or swipe cards as soon as possible and also agrees to pay on demand a charge of £10 plus VAT for each key or £20 plus VAT for each swipe card that is not returned on time;
 - 14.7 paying on demand any security callout fee incurred by VAS if the security alarm system or fire alarm system are triggered due to unauthorised entry or use, or where the alarms are false alarms and are caused negligently or deliberately by the Hirer or the Hirer's guests; and
 - 14.8 paying on demand any lift call out and repair fees incurred by VAS if the lift breakdown or damage is due to misuse or negligence by the Hirer, or the Hirer's guests;
- 15 The Hired Space must not be used:
- 15.1 for purposes that are illegal or immoral;
 - 15.2 for events attended by people whose presence may cause civil unrest or division in the community, or cause fear or threat to other users of The Circle; or
 - 15.3 by an organisation or person who has been banned.
- 16 No animals are allowed in The Circle, other than Assistance Dogs.
- 17 VAS will not be liable for the theft, loss or damage to any property brought into the Circle (including car parking bays and bicycle stands) by the Hirer or any third party.
- 18 No smoking is permitted in any part of The Circle, including the first floor terrace, outside balcony, car park and outside any of the entrance doors.
- 19 No flags, emblems, placards, posters or other decorations may be displayed outside of any part of The Circle without VAS's prior written consent.
- 20 The Hirer must, immediately upon request by a member of the Circle Team:
- 20.1 remove any item that is reasonably considered by VAS to be in breach of copyright, unsuitable, dangerous, offensive or in breach of any of the policies or rules referred to above; and

20.2 assist in the removal of any undesirable guest, or any number of guests if the maximum occupancy for the Hired Space or The Circle is exceeded.

21 The Hirer must, at the end of the Hire period:

21.1 leave the Hired Space in a clear and orderly state;

21.2 turn off all electrical appliances and lights;

21.3 close all windows; and

21.4 return any furniture to the same position as it was at the start of the Hire.

Food and Beverages

22 The consumption, sale and display of alcohol or any beverages containing alcohol is not allowed in The Circle without VAS's prior written consent. It is also not permissible to bring and consume your own food in the Circle unless VAS has given prior written consent.

23 Food must be removed from the Hired Space quickly, and in any event at the end of the Hire in line with food hygiene regulations.

Music

24 The Hirer shall obtain permission from The Circle Team with regards to the playing of music.

25 The Hirer shall obtain permission from all relevant rights holders for public performance of any live or recorded music or use of any other copyright protected works.

Breaches, Termination and Cancellation

26 VAS may cancel any Hire:

26.1 by giving one month's written notice to the Hirer without incurring any liability to the Hirer, other than the repayment of any deposit paid in respect of the Hire; or

26.2 without notice to the Hirer, without incurring any liability to the Hirer other than the repayment of any deposit or Hire fee paid in respect of the Hire, if an event occurs outside of VAS's reasonable control (including power cuts, leaks, and government restrictions).

27 VAS reserves the right to cancel any Hire without notice if:

27.1 it reasonably believes that the activities of the Hirer will bring the good name of The Circle or VAS into disrepute; or

27.2 the Hirer is in breach of any of the Hire terms,

without incurring any liability to the Hirer. Any deposit or other Hire fee paid will be forfeited and the Hirer will be liable to VAS for any costs, expenses and losses incurred by VAS.

- 28 The Hirer may cancel a Hire by giving VAS written notice:
 - 28.1 for cancellations for the Conference Suite, received more than **28 days** before the Hire, there will be no charge. For cancellations for all other rooms, received more than **14 days** before the Hire, there will be no charge;
 - 28.2 for cancellations for the Conference Suite, received between **14 and 28** days before the Hire, there is a 50% charge of the total Hire fees. For cancellations for all other rooms received between **7 and 14** days before the Hire, there is a 50% charge of the total Hire fees.
 - 28.3 for cancellations for the Conference Suite, received less than **14 days** before the Hire, the total Hire fee will be payable. For all other rooms, cancellations received less than **7 days** before the Hire, the total Hire fee will be payable.
- 29 Nothing in this agreement shall limit or exclude VAS's liability for death or personal injury caused by its negligence or fraud or fraudulent misrepresentation.
- 30 Subject to the above, VAS's total liability to the Hirer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with a Hire shall be limited to the charges relating to that Hire paid by the Hirer.