

OXFORD HOUSE VENUE HIRE BOOKING TERMS AND CONDITIONS

1. EVENT PARTICULARS

- 1.1 The Hirer must provide full and accurate particulars of the proposed Event to Oxford House on the Event Booking Form, including full details of any speakers or performers intended to be involved in the Event and details of the intended topics for discussion at the Event.
- 1.2 Oxford House reserves the right to amend the Event Booking Form on behalf of the Hirer to correct manifest errors or, with the Hirer's consent, for any other reason.
- 1.3 If the information required in Clause 1.1 is not forthcoming, or if Oxford House (in its absolute discretion) decides that the matters for discussion at, or any other element of the intended content of, the Event are, or are likely to be, in any way obscene, sexist, homophobic, racist, offensive, controversial or inflammatory in any way or in breach of Oxford House policies, values or ethos, Oxford House reserves the right to refuse the booking or cancel the booking in accordance with Clause 9 (Cancellation).

2. FEES AND PAYMENT

- 2.1 Within 5 Working Days of receipt by Oxford House of the Event Booking Form together with a signed and dated copy of these Terms, Oxford House will:
- (a) either refuse in writing or, by returning to the Hirer a countersigned copy of these Terms, accept the booking for the Event; and
- (b) if the booking is accepted, issue an invoice confirming the Hire Charge to be paid by the Hirer, which must be paid in a single lump sum by the sooner of the date falling 28 Working Days after the date of receipt of the invoice and the date falling 7 Working Days prior to the date of the Event.
- 2.2 The Hirer should refer to www.oxfordhouse.org.uk for the most up to date list of venue hire charges. For any further information on venue hire charges the Hirer should contact the Front of House team.
- 2.3 Oxford House reserves the right to amend or vary the Hire Charge and to issue further invoices to the Hirer if the Event particulars change after the date of the initial invoice.
- A minimum deposit of £250 is payable for use of the theatre space, and other room hire, for social events. This will be refunded only if, in the opinion of Oxford House staff member:
- (1) no damage has been sustained during the hire,
(2) the room (and all used areas) are left in a clean and tidy condition,
(3) the hirer vacates the theatre/room by the booked time.
- Oxford House reserves the right to increase the amount of required deposit, to be paid, in advance of any event at its own discretion.
- 2.4 Payment of the Hire Charge may be made by personal cheque, bank transfer, credit card or debit card. Cheque payments must be made no less than 21 days before the date of booking.
- 2.5 Credit and debit card payments may be subject to additional charges that may vary from time to time. (Illustrative charges are 2.5% charge on credit card payments and a £0.50 charge on debit card payments).
- 2.6 If, for any reason, the Hirer fails to pay the Hire Charge or any other amount payable under this Agreement by the date on which such payment is due, Oxford House, in its sole discretion, may cancel the booking in addition to any other rights or remedies that it may have under this Agreement. The Client shall pay Oxford House the Initial Fees, any Additional Fees and any Late Charges and in accordance with the Booking Form.

2.7 If the Client fails to make any payment in full on the due date, interest is also payable on any outstanding amount at the rate of 2% above the base rate of NatWest Bank from time to time from the due date until the date of payment (both dates inclusive) whether before or after judgment.

3. MAXIMUM ROOM CAPACITY

3.1 The maximum capacity for each room is as follows:

Room	Maximum Number of People ("Capacity")	Event Set Up
Theatre	120	Theatre Style
	80	Seated Reception
	200	Standing reception
Gallery	25	Theatre Style (lower)
	20	Seated Reception (lower)
	40	Standing Reception (lower)
Scott Room	40	Theatre Style
	35	Standing Reception
Cafe	30	Theatre Style
	20	Seated Reception
	20	Board room
	30	Standing Reception
Chapel	40	Theatre Style
	12	Seated Reception
	40	Standing reception
Room B9	30	Theatre Style
	12	Board room
	10	Workshop
Dance Studio	15	Dancers

3.2 The Client agrees to ensure that the maximum capacity for any room is not exceeded. Oxford House require the Client to indemnify / accept total liability for any damage or loss resulting from a breach of the maximum capacity.

3.3 The Client acknowledges and agrees that Oxford House shall be entitled to refuse entry to any individual where the admission of such individual would bring the total number of individuals above the maximum capacity.

4. RESTRICTIONS ON USE

4.1 The Hirer may only use the Venue for the purpose specified by it in the Event Booking Form.

- 4.2 The Hirer must not, and must procure that all persons attending the Event do not:
- i. allow any animals, other than a guide dog accompanying a person with a visual impairment, to enter or remain on the Premises;
 - ii. smoke tobacco, E-cigarettes, personal vaporizers (PVs) anywhere on the Premises;
 - iii. bring any illegal substances onto the Premises;
- 4.3 Oxford House may, in its sole discretion, refuse to allow to be brought onto the Premises any item considered to be dangerous or offensive.
- 4.4 The Hirer must take all practicable steps to ensure that all persons attending the Event:
- i. act in a respectable and orderly manner;
 - ii. not cause nuisance or annoyance to other persons who may be using the Premises or to local residents;
 - iii. reduce any noise generated in connection with the Event and audible outside the Venue if instructed to do so by Front of house staff or the relevant authorities;
 - iv. exit the Premises in a quiet and orderly fashion at the end of the Hire Period; and
 - v. act at all times in compliance with these Terms.

5. INSURANCE

- 5.1 The Hirer must take out and maintain public liability insurance cover for the Event at no cost to Oxford House.
- 5.2 Oxford House reserves the right to request a copy of the Hirer's public liability insurance policy or other evidence of compliance with the Hirer's obligation in Clause 5.1 above.

6. CATERING AND REFRESHMENTS

- 6.1 Oxford House is licensed for the sale of alcohol. If the Hirer intends for alcohol to be sold at the Event it must agree to pay an additional fee, arrange any necessary licence (s) without any cost to Oxford House and submit a copy of such licence to Oxford House no less than 5 Working Days prior to the Event.
- 6.2 The hirer must provide written details on how it will provide the sale of alcohol that meets the obligations of The Licensing Act 2003.
- 6.3 Oxford House does not provide catering directly but shall provide contact details of our preferred catering provider in accordance with the Catering Requirements set out on the Booking Details.

7. FIRE, HEALTH AND SAFETY

- 7.1 Front of House staff will show the Hirer all applicable fire escape routes and assembly points at or around the start of the Hire Period. It is the Hirer's responsibility to inform all other Event attendees of these fire escape routes and assembly points.
- 7.2 No fire appliances may be removed from the Premises or tampered with and all gangways and exits must be kept clear of obstruction.
- 7.3 If the hirer is using the theatre and providing their own technical equipment they must provide Oxford House with details of the equipment to be used and records of portable appliance testing.
- 7.4 The Hirer accepts full responsibility for first aid arrangements at the Event.

8. END OF THE HIRE PERIOD

- 8.1 The Hirer must, and must ensure that all Event attendees, vacate the Premises at the end of the Hire Period.
- 8.2 At the end of the Hire Period the Hirer must:
 - (a) Ensure that the premises are left clean and in good order; and
 - (b) Contact the Front of House staff who will ask the Hirer to sign a confirmation that the Venue has been left in good order.
- 8.3 If the Premises are not vacated by the end of the Hire Period or if the Premises are not cleaned and tidied to the satisfaction of the Front of House staff by the end of the Hire Period, Oxford House reserves the right to impose additional charges on the Hirer in its absolute discretion.
- 8.4 The Hirer must promptly report any damage to the Premises or Oxford House's property to the Front of House staff. The Hirer will be liable to pay for any such damage caused by the Hirer or any Event attendee or guest.

9. CANCELLATION

- 9.1 Event bookings are non-transferable and non-assignable.

Cancellation by Oxford House

- 9.2 Oxford House reserves the right to cancel the Event or to relocate the Event to another equivalent venue on the Premises for any reason and at any time including, but not limited to:
 - (a) unexpected building work or repairs to the Premises or other reasons beyond Oxford House's control, in which case Oxford House will use all reasonable endeavours to notify the Hirer promptly of a possible or confirmed cancellation or relocation;
 - (b) a failure by the Hirer to pay any part of the Hire Charge when due; and
 - (c) a failure by the Hirer to provide full and accurate particulars of the Event as required by Clause 1.1 above, or if Oxford House decides that the matters for discussion at, or any other element of the intended content of, the Event are, or are likely to be, in any way obscene, sexist, homophobic, racist, offensive, controversial or inflammatory in any way or in breach of Oxford House policies, values or ethos, in which case the booking may be cancelled immediately at any time by Oxford House on written notice to the Hirer and any portion of the Hire Charge paid by the Hirer will be forfeited.

Cancellation by the Hirer

- 9.3 Subject to the terms of this Clause 9, the Hirer may cancel the booking at any time.
- 9.4 If the Hirer cancels the booking at any time after all or any part of the Hire Charge has been paid, Oxford House will refund the Hire Charge in the manner set out below:

Days prior to Event	Percentage of the Hire Charge to be refunded
More than 21 working days	100% of the Hire Charge refunded
8 - 20 working days	50% of the Hire Charge refunded
7 working days or less	No refund

- 9.5 In the event that Oxford House incurs any costs, charges or penalties as a result of having entered into any contracts with third parties relating to any services, supplies, equipment or

the like in relation to the Event and the total amount for which Oxford House is liable exceeds the cancellation fee, the Client shall pay an amount equivalent to such excess to Oxford House.

- 9.6 Oxford House may invoice the Client for any cancellation fees at any time after the cancellation taking into account a deposit (if already paid).

10. CLIENT CONDUCT

10.1 The Client agrees to observe all instructions and codes of conduct set out by Oxford House and, without limitation, agrees to take all steps to ensure that no damage is caused to Oxford House's premises or property, that no illegal activity is carried out and that no aggressive behaviour is displayed. The client must indemnify Oxford House for any damage caused to Oxford House's premises or property in preparation for, during and after the Event.

10.2 The Client agrees not to affix anything to the doors, walls, ceilings or columns of the premises without the prior written consent of the Oxford House which shall be at the absolute discretion of Oxford House.

10.3 The Client is not allowed to bring bicycles, motorbikes, pets, animals etc., into Oxford House.

11. COMPLIANCE WITH LEGISLATION AND LICENSING AUTHORITIES

11.1 The Hirer must strictly observe and adhere to the relevant provisions contained in all child protection legislation and copyright legislation or any statutory modification or re-enactment thereof and all other statutory provisions and must comply with all obligations and requirements of any licensing authority applicable to the Event.

11.2 The Hirer must obtain without any cost to Oxford House any and all licenses applicable to the Event, including but not limited to those stated in these Terms and must provide copies of such licences to Oxford House no later than 5 Working Days prior to the date of the Event.

11.3 If the Event will be attended by children under the age of 18, the Hirer must in addition comply with Oxford House's Child Protection Policy, a copy of which is available on request, and all applicable government guidelines.

12. ADVERTISING AND PUBLICITY

12.1 The Client shall not use the name, trade mark or logo of Oxford House in any publicity, advertising or promotion of the Event without Oxford House's prior written consent other than for the purpose of indicating the location of the Event.

12.2 If Oxford House is sent a penalty notice or any other charge as a result of unauthorised distribution of publicity carried out by the Client, then the Client understands and accepts that this charge will be invoiced to them directly by Oxford House together with a £50 administration fee.

13. CONTACT DETAILS

13.1 All communications with Oxford House should be made via the Front of House team, whose contact details are:

Address: Oxford House, Derbyshire Street, London E2 6HG
Email: room.bookings@oxfordhouse.org.uk
Telephone: +44 (0)20 7739 9001

13.2 The contact details for the Hirer are as set out in the Event Booking Form.

14. NOTICES

- 14.1 Any communication to be given in connection with the Agreement must be in writing and, unless otherwise stated, may be given:
- (a) in person, or by post to the contact person(s) and address(es) specified in Clause 13 above; or
 - (b) by e-mail to the contact person(s) and address(es) specified in Clause 13 above.
- 14.2 Except as provided below, any communication in connection with the Agreement will be deemed to be given as follows:
- (a) if delivered in person, at the time of delivery;
 - (b) if posted, 3 Working Days after being deposited in the post, postage prepaid, in a correctly addressed envelope;
 - (c) if by e-mail, when received in legible form.
- 14.3 A communication given under paragraph 14.2 above but received on a non-working day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.
- 15. INDEMNITY**
- 15.1 The Client shall indemnify and keep indemnified Oxford House, its employees and/or agents against any and all losses, damages, costs, claims, demands or other liabilities suffered by or made against Oxford House, its employees and/or agents arising from or in connection with any breach of this Contract.
- 15.2 Without prejudice to the generality of Clause 15.1 above, in the event that the Client cancels the Event, the Client shall reimburse Oxford House for all and any expenditure incurred by Oxford House in relation to the Event, including any future payments such as cancellation charges or penalties, to the extent that such sums are not already covered by the Cancellation Fee set out in Clause 9.
- 16. LIMITATION OF LIABILITY**
- 16.1 Oxford House does not exclude or restrict its liability in respect of death or personal injury resulting from its negligence or as a result of any fraudulent misrepresentation.
- 16.2 Oxford House shall not be liable for any loss, damage, cost or claim as a result of any delay in performance or non-performance of its obligations under this Contract, to the extent that the delay or non-performance is due to an event beyond its reasonable control (including, without limitation, act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government (including refusal or revocation of any licence or consent), fire, explosion, flood, power failure, failure of telecommunication lines, independent acts of its agents or sub-contractors, any strike, lock out or other form of industrial action).
- 16.3 Subject to Clause 16.1 above, Oxford House's liability for any loss or damage as a result of breach of contract or tort (including negligence) or otherwise including but not limited to any direct, indirect, consequential or economic losses or loss of profits howsoever arising shall not in any event exceed one and a half times the Initial Fees set out in the Booking Form.
- 17. GENERAL**
- 17.1 Each of the provisions contained in this Contract is independent of every other such provision so that if any such provision is determined to be illegal, invalid and/or unenforceable, such determination will not affect any other provision of this Contract, all of which will remain in full force and effect.
- 17.2 The headings in this Contract are for convenience only and do not form part of the Contract.
- 17.3 Any failure to exercise or delay in exercising a right or remedy under this Contract shall not

constitute a waiver of the right or remedy or of any other rights or remedies.

- 17.4 The Contracts (Rights of Third Parties) Act 1999 shall not apply to any contract between the parties in respect of the Event.
- 17.5 In the event of any dispute, the parties agree to enter into good faith negotiations to reach a resolution, failing which the matter shall be referred to mediation using the services of the Centre of Dispute Resolution. If the dispute cannot be resolved by negotiation or mediation, either party may then commence action in the English Courts.
- 17.6 This Contract is governed by the laws of England and the English courts shall have exclusive jurisdiction. This agreement constitutes the entire agreement between the parties about the subject matter of this agreement and supersedes and extinguishes all earlier discussions, understandings and agreements between any of the parties.