

# National Water Sports Centre

NOTTINGHAMSHIRE

## Conference & Facility Booking (events) Terms and Conditions

These terms and conditions together with the Facilities Booking Form (the "Booking Form") comprise the contract (the "Contract") pursuant to which Nottingham County Council ("NCC") provides the facilities set out in the Booking Form to the hirer (the "Hirer"). Please read the Contract carefully and only sign if you agree to be bound by its terms. Please pay particular attention to clause 6 (Liability and Indemnities) and clause 7 (Insurance) before signing this Contract. If you are unsure of any of the provisions of the Contract please contact Bookings as per the Booking Form. Nothing in this Contract affects any statutory rights which you might have, details of which are available from any Citizens Advice Bureau.

If you accept the provisions of this Contract please sign and return the duplicate of the Contract, together with the deposit (if requested), to Bookings as per the Booking Form. Unless this Contract is signed by both NCC and the Hirer and NCC has received the deposit (if requested) the booking is not confirmed.

### 1 Booking

- 1.1 The Hirer should state its requirements on the Booking Form as accurately as possible including dates and times for which facilities are required. NCC makes no guarantees as to the availability of facilities until booking is confirmed by the National Water Sports Centre bookings team.
- 1.2 Bookings made on behalf of a third party must be declared at the time of booking.
- 1.3 If non-residents are to be attached to the booking the Hirer must make advance arrangements with NCC.
- 1.4 The booking and all details thereof (i.e. conference attendee numbers, catering numbers, room layout etc) should be finalised seven days prior to the commencement of the event failing which NCC will provide for numbers and facilities as outlined on the Booking Form and the Hirer shall not be entitled to any reduction or reimbursement of the charges paid.

### 2 Hire Charges

- 2.1 The hire charges for the facilities are set out in the facilities tariff document and/or the delegate rate calculator (whichever is more applicable).

### 3 Payment

- 3.1 NCC reserves the right to request payment of a 10% deposit against the facilities booked which will be payable by the Hirer upon booking.
- 3.2 Unless credit facilities have been granted, the Hirer will pay the hire charges or the balance of the hire charges (if a deposit has been paid) a minimum of 7 days before the commencement of the hire period. If the booking is made within 7 days of the commencement of the hire period the full amount is payable immediately.
- 3.3 If credit facilities have been granted payment is due within 14 days of the date of invoice.
- 3.4 NCC reserves the right to increase charges having given the Hirer reasonable notice in writing.
- 3.5 NCC reserves the right to charge interest at 4% per month on overdue payments.

### 4 Non Use and Cancellation

- 4.1 All event bookings not using all of the places or facilities as booked and not having given at least 90 days notice of such changes may be required to pay for facilities not used in line with the following scale.

84-90 days prior to commencement of hire	15%
42-84 days prior to commencement of hire	30%
15-41 days prior to commencement of hire	50%
3-14 days prior to commencement of hire	85%
0-2 days prior to commencement of hire	100%
- 4.2 Cancellations / no-shows for conference facilities will be subject to 100% charge if within 14 days of event taking place.
- 4.3 NCC reserves the right to cancel or alter a booking:
  - a. due to circumstances beyond the reasonable of control of NCC; or
  - b. where in the reasonable opinion of NCC, any of the facilities are unfit for use and/or it is necessary to perform or complete essential remedial or refurbishment; or
  - c. if the Hirer is in breach of the Contract.
- 4.4 In such event NCC will return to the Hirer the charges paid by the Hirer in respect of the booking up to that date but NCC shall not otherwise be liable for any loss arising in connection with the alteration or cancellation of the booking. The Hirer may wish to take out insurance in respect of such circumstances.

### 5 Use of Premises

- 5.1 The Hirer, its staff, agents and visitors must only use the facilities for the purposes, as specified in the Contract.
- 5.2 The Hirer must not permit the numbers of persons specified on the Booking Form to be increased without the prior written consent of NCC.
- 5.3 The Hirer must make good at its own cost any damage (save for fair wear and tear) caused during or in respect of the hire period.

- 5.4 The Hirer and its contractors, staff, agents and visitors must not use the facilities or act in any way which will cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to any adjoining or neighbouring property or to the owners, occupiers or user of such adjoining or neighbourhood property.
- 5.5 In the event of damage to equipment through neglect or misuse the National Water Sports Centre will charge for repairs/replacement at retail price plus 10%.
- 5.6 The Hirer will observe and adhere to and ensure that its contractors, staff, agents and visitors observe and adhere to all regulations, codes of practice and instructions issued by NCC.
- 5.7 Bedrooms are available from 1600 hours on day of arrival. Residents must vacate bedrooms by 0930 hours on the morning of departure. As per Hotel Services T's and C's. Please see hotel services terms and conditions for full terms of booking.
- 5.8 NCC reserve's all its rights other than those expressly granted by the terms of this Contract. The Hirer shall not make or broadcast music at the Event nor grant any broadcast (sound or television) or filming rights without the prior written consent of NCC.

## **6 Liability and Indemnities**

- 6.1 The Hirer will be liable to NCC for any damage and/or loss sustained by NCC or any third party as a result of any act or omission of the Hirer, its contractors, staff, agents or visitors including as a result of any breach of this Contract.
- 6.2 NCC accepts no liability whatsoever for any loss or damage (including loss or damage sustained to any materials, equipment or personal possessions of the Hirer, its contractors, staff, agents or visitors) unless such loss or damage is due to the negligence of NCC. NCC will not be liable for any losses that were not reasonably foreseeable at the time that it entered into this Contract. PLEASE NOTE THAT, UNLESS NCC AGREES OTHERWISE, NCC'S TOTAL FINANCIAL RESPONSIBILITY TO THE HIRER IN RESPECT OF ANY EVENT SHALL NOT EXCEED 150% OF THE TOTAL FEES PAYABLE IN RESPECT OF THAT EVENT – EVEN IF THE LOSS SUFFERED BY THE HIRER IS MORE THAN THIS SUM. Nothing in this Contract excludes NCC's liability for death or personal injury caused by NCC or for fraud. Nothing in this Contract affects the Hirer's statutory rights.
- 6.3 The Hirer shall indemnify and keep indemnified NCC in respect of all claims, costs and expenses arising under or in relation to this Contract:
  - a. in respect of any loss of or damage to any facilities, property or premises or the death of or injury to any person(s) during the hire period arising out of any act or default of the Hirer, its contractors, staff, agents or visitors; and
  - b. as a consequence of the breach of any of the provisions of this Contract by the Hirer or any negligence, act or omission of the Hirer, its contractors, staff, agents or visitors.

## **7 Insurance**

The Hirer where responsible for participants/attendees shall effect and keep in force for the term of this Contract adequate Indemnity Insurance, Public Liability Insurance and Employers Liability Insurance with an insurer approved by NCC as is appropriate for the Hirer's obligations under this Contract.

## **8. Events Beyond our Reasonable Control**

- 8.1 We shall not be in breach of these terms, nor liable for any failure to perform any of our obligations in relation to your Booking (such as the provision of room(s) and/or other products and/or services and/or extras) due to any adverse event, act, omission or accident which happens which is beyond our reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, interruption or fire (except by way of our default) or failure of (except by way of our default) electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

## **9 Assignment**

- 9.1 This Contract is personal to the Hirer who shall not be entitled to assign, sub-contract or otherwise transfer its obligations under this Contract to anyone else. A person who is not a party to this Contract has no right to enforce any term of this Contract.

## **10 Variation**

- 10.1 Any changes to this Contract (once signed) must be made in writing and signed by both parties.

## **11 Severability**

- 11.1 If any provision of this Contract is deemed unenforceable by any competent body this shall not affect the remainder of the Contract.

## **12 Governing Law**

- 12.1 This Contract shall be governed by the laws of England and Wales. Both parties agree to submit to the non-exclusive jurisdiction of the English courts.