
MEETING ROOM HIRE TERMS AND CONDITIONS

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

“Booking”	means the arrangement of the Venue Hire including, but not limited to, setting the dates for the Hire Term, agreeing the Price and setting out any additional requirements that you may have;
“Booking Confirmation”	means our acceptance and confirmation of your Booking Request;
“Booking Request”	means your request to hire the Venue;
“Contract”	means the contract for the Venue Hire, as explained in Clause 2;
“Price”	means the sum payable by you for the hire of the Venue as determined under Clause 4 of these Terms and Conditions;
“Hire Term”	means the period for which the Venue Hire is to last;
“Venue”	Means the Meeting Room situated on our premises at Wrights Mowers, Hot Numbers Roastery, Dunsbridge Turnpike, Royston SG8 6RB
“Venue Hire”	means the hire of the Venue which shall be subject to these Terms and Conditions;

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail or other means.

2. The Contract

- 2.1 These Terms and Conditions govern the hire of the Venue by us and will form the basis of the Contract between us and you. Before submitting a Booking Request, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.
- 2.2 Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Booking Request constitutes a contractual offer that we may, at our discretion, accept.
- 2.3 A legally binding contract between us and you will be created upon our acceptance of your Booking Request, indicated by our Booking Confirmation. Booking Confirmations will be provided in writing.
- 2.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between us and you, save for where such information is already apparent from the context of the transaction:



- 2.4.1 The main characteristics of the Venue;
- 2.4.2 Our contact details (as set out below in Clause 14);
- 2.4.3 The total Price for the Venue Hire including taxes;
- 2.4.4 The invoice for payment;
- 2.4.5 Our complaints handling policy.

3. Booking Requests and Bookings

- 3.1 All Bookings will be subject to these Terms and Conditions.
- 3.2 You may change your Booking at any time up to 24 hours before the start time and date of the Hire Term by contacting us. Please note that while we will use all reasonable endeavours to accommodate any changes requested, we cannot guarantee the availability of the Venue on any dates that you have not already reserved with a Booking as the Venue may already have been reserved by another customer for that/those date(s). If you change your Booking less than 24 hours before the start date of the Hire Term, we will retain all sums paid and you will be required to pay a new hire fee, reflecting our lost opportunity to hire the Venue out to other customers. Requests to change Bookings must be made and confirmed in writing.
- 3.3 If your Booking is changed, we will inform you of any change to the Price in writing. If the change results in an increase in the Price, we will not proceed with the change without your acknowledgement and agreement.
- 3.4 Once your Booking is made, the Venue will be reserved for you for the agreed Hire Term, subject to these Terms and Conditions.
- 3.5 You may cancel your booking Request at any time up to 24 hours before the start time and date of the Hire Term by contacting us. The Hire fee already paid will be refunded to you as soon as is reasonably possible, and in any event within 14 calendar days of our acceptance of your cancellation. If you request that your Booking be cancelled, you must confirm this in writing. If you wish to cancel the Venue Hire after this time period, or once the Hire Term has begun, please refer to Clause 13.

4. Price and Payment

- 4.1 The Price for the Venue Hire will be calculated with reference to the price list in place at the time of your Booking Request.
- 4.2 Our Prices may change at any time but these changes will not affect Booking Requests that we have already accepted.
- 4.3 All Prices include VAT. Changes in VAT will not affect any Prices where we have already received payment in full from you.
- 4.4 In certain circumstances, if your Booking is cancelled, you may be entitled to a refund. Please refer to Clause 13 for details.

5. Use of the Venue

- 5.1 If you wish to supply and use any additional equipment such as laptops, ipads or similar for your meeting, such equipment may only be used in such a way that does not require any destructive fixing to the structure of the Venue. No fixings requiring glue, nails, tacks, screws or similar are permitted.
- 5.2 No change in the layout of furniture and fittings in the room is allowed without our express written permission.

Such permission should be sought no later than 2 working days before the start date of the Hire Term in writing.

- 5.3 You may not, at any time, allow live animals into the Venue without our express written permission. Such permission should be sought no later than 2 days before the start date of the Hire Term. This prohibition does not include guide dogs for the blind, which are permitted at all times.

6. Health and Safety

- 6.1 If you hiring out the venues as a business, any and all electrical equipment that you wish to use during the Hire Term must be fully PAT tested. All such equipment must bear the appropriate labels and be accompanied by the appropriate certificates as proof of such testing and compliance.
- 6.2 We have the right to inspect electrical equipment at any time during the Hire Term for compliance with sub-Clause 6.1 and we shall have the right to remove, or request the removal of, any equipment not in compliance with that provision from the Venue.
- 6.3 The use of multi-socket adapter plugs or extension blocks is not permitted without our express written consent.
- 6.4 We will make you aware of all fire exits and fire equipment prior to the start of the Hire Term. All fire exits and access thereto must remain completely unobstructed. All signs for fire exits and equipment must remain as prominent and visible as they are when the Venue is unoccupied. Fire equipment must not be moved from its present location unless being used for its intended purpose.
- 6.5 A maximum of 8 guests are permitted in the Venue at any given time. We have the right to inspect the Venue at any time during the Hire Term and we shall request the removal of any number of persons in excess of the numbers stated above.

7. Access to the Venue

- 7.1 Parking facilities are available for guests who are welcome to use the Roastery car park. Parking spaces are available on a first come first served basis and cannot be reserved in advance.
- 7.2 Disabled car parking spaces are available in the Roastery car park on a first come first served basis and cannot be reserved in advance.

8. Disability Provision

- 8.1 Wheelchair access is provided at the Venue.

9. Good Order and Nuisance

- 9.1 You will be required to keep all guests under a reasonable level of control. This obligation extends to noise levels and general behaviour.
- 9.2 Smoking or vaping is not allowed at the Venue.
- 9.3 No external food or drink is to be brought or consumed in the Venue. If you order food and drink from us the cost will not form part of the Price payable under Clause 4 and will need to be paid in full at the end of the Hire Term.

10. Over-running meetings

- 10.1 Unless otherwise agreed, you will be required to vacate the Venue at the end of the Hire Term. Where the Hire overruns the agreed Hire Term we reserve the right to charge additional sums calculated on the basis of our current price list rounded up to the nearest full hour. The additional hire Price will need to be paid in full at the end of the Hire Term.

11. Our Liability and Insurance

- 11.1 We have in place insurance cover for the Venue and all of our other property which is in the Venue either permanently or only for the duration of the Hire Term.
- 11.2 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence (including that of any of our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 11.3 Nothing in these Terms and Conditions seeks to exclude or limit our liability for failing to perform our obligations with reasonable care and skill or in accordance with information provided by us about the Venue, the Venue Hire, ourselves, or any other aspect of our services, nor for any materials or other goods supplied that do not conform with your legal rights.
- 11.4 Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

12. Events Outside of Our Control (Force Majeure)

- 12.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.
- 12.2 If any event described under this Clause 12 occurs that is likely to adversely affect our performance of our obligations:
- 12.2.1 We will inform you as soon as is reasonably possible;
- 12.2.2 Our obligations will be suspended;
- 12.2.3 If an event outside of our reasonable control occurs and you wish to cancel the Contract, you may do so in accordance with your rights to cancel under Clause 13. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 calendar days of our acceptance of your cancellation;
- 12.2.4 If an event outside of our reasonable control is likely to prevent us from making the Venue available and providing the Venue Hire in time for the start date of the Hire Term, the Contract will be cancelled in accordance with our rights to do so under Clause 12 and you will be informed of the cancellation. Any refunds due to you as a result of that cancellation will be made as soon as is reasonably possible and in any event within 14 calendar days of our cancellation notice.

13. Rescheduling or Cancelling a Booking

- 13.1 You may reschedule or cancel your Booking for any reason, at any time. If you cancel, any and all refunds due will be paid to you as soon as is reasonably possible, and in any event within 14 calendar days of our acceptance of your cancellation. The following shall apply to such cancellations:
- 13.1.1 If you cancel more than 24 hours before the start time and date of the Hire Term, we will refund all sums paid;
 - 13.1.2 If you reschedule more than 24 hours before the start time and date of the Hire Term, we will retain all sums paid and those sums will count towards the rescheduled Booking;
 - 13.1.3 If you cancel less than 24 hours before the start time and date of the Hire Term, we will retain all sums paid;
 - 13.1.4 If you reschedule less than 24 hours prior to the start date of the Hire Term, we will retain all sums paid and a hire fee will be payable for the rescheduled Booking.
- 13.2 If any of the following occur, you may cancel the Contract immediately by giving us written notice. If you have made any payment to us that sum will be refunded to you as soon as is reasonably possible, and in any event, within 14 calendar days of our acceptance of your cancellation:
- 13.2.1 We breach the Contract in any material way and have failed to remedy that breach within 72 hours of you asking us to do; or
 - 13.2.2 We enter into a voluntary arrangement with our creditors or, we become subject to an administration order (within the meaning of the Insolvency Act 1986);
 - 13.2.3 We have a bankruptcy order made against us or, we go into liquidation;
 - 13.2.4 We cease to carry on business;
 - 13.2.5 We are unable to carry out our obligations due to an event outside of our reasonable control (as under sub-Clause 12.2.3); or
 - 13.2.6 We change these Terms and Conditions to your material disadvantage.
- 13.3 We may cancel the Venue Hire for any reason, at any time up to 5 working days before the start date of the Hire Term. If you have made any payment to us that sum will be refunded to you as soon as is reasonably possible, and in any event, within 14 calendar days of our cancellation notice.
- 13.4 If any of the following occur, we may cancel the Contract immediately by giving you written notice:
- 13.4.1 You have breached the Contract in a material way and have failed to remedy that breach within 24 hours of us asking you to do so in writing; or
 - 13.4.2 We are unable to carry out our obligations due to an event outside of our reasonable control (as under sub-Clause 12.2.4).

14. Communication and Contact Details

- 14.1 If you wish to contact us with general queries, you may do so by email at events@hotnumberscoffee.co.uk.
- 14.2 In certain circumstances, you must contact us in writing. When contacting us in writing you may do so by email at events@hotnumberscoffee.co.uk

15. Complaints and Feedback

- 15.1 We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to



ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.

- 15.2 All complaints are handled in accordance with our complaints handling policy and procedure available on site.
- 15.3 If you wish to complain about any aspect of your dealings with us, including, but not limited to, these Terms and Conditions, the Contract, or the Venue Hire, please contact us in one of the following ways:
 - 15.3.1 By email, addressed to our Business Manager at events@hotnumberscoffee.co.uk
 - 15.3.2 By contacting us by telephone on 01223 612209 and choosing option 5 when prompted.

16. How We Use Your Personal Information (Data Protection)

For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing please refer to Our Privacy Notice available from our website.

17. Other Important Terms

- 17.1 We may transfer (assign) our contractual rights and obligations to a third party (this may happen, for example, if we sell our business). If this occurs you will be informed by us in writing. Your rights will not be affected and our obligations will be transferred to the third party who will remain bound by them.
- 17.2 You may not transfer (assign) your rights and obligations without our express written consent, such consent not to be unreasonably withheld.
- 17.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 17.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.
- 17.5 No failure or delay by us in exercising any of our rights means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

18. Governing Law and Jurisdiction

- 18.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 18.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 18.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 18.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, as determined by our residency.