

ROOM HIRE - TERMS AND CONDITIONS

The Hirer's attention is particularly drawn to the provisions of clause 5 and clause 14

The Essex Chambers of Commerce's booking form together with these terms and conditions and the room hire charges document form the contract between the Chamber and the Hirer. The Contract gives to the Hirer a licence to use the Room during the specified times and is binding upon any person, company, club, society or organisation hiring the meeting rooms at any of the following;

- 34a Star Lane, Great Wakering, Essex. SS3 0FF (**Southend Premises**).
- Thurrock Learning Campus, High Street, Grays, Essex RM17 6TF (**Thurrock Premises**).

All references to 'the Chamber' refer to Essex Chambers of Commerce and staff of the Chamber.

All references to 'Extras' means as specified in the room hire charges document.

References to Room and Hirer are as specified on the booking form.

1. Use of Premises

The Chamber reserves the right to refuse any booking at its discretion. The Premises are not to be used for any illegal, immoral or indecent purposes.

The Chamber will provide a clean and tidy room, all heating and lighting, use of lavatories (in common with others), furniture as specified and, any Extras ordered on the booking form.

The Hirer shall be responsible for leaving the Room in a tidy manner and unless advised otherwise in the layout in which it was provided at the start of the room hire period.

Rooms are available for hire from 9.00am to 17.00 on either a half, full day hire or by hourly rate. Access times can be negotiable within this timescale but in order to be able to clean and prepare meeting rooms for the next day's use they must be vacated no later than 17.00. If they are still in use after that time we reserve the right to charge a penalty of £50.00.

2. The Hirer

The Hirer is the person who confirms the booking by signing and returning the booking form and by doing so confirms acceptance of these terms and conditions and who is, therefore, ultimately responsible for the payment of all charges incurred.

3. Booking

No transfer of bookings or sub-bookings to another person will be allowed. A room may, at the Chamber's discretion be booked for a single event more than one year in advance. If the Hirer books a room for a single event more than one year in advance the Chamber reserves the right to increase the fees to the scale of charges applicable at the date of the function.

Bookings for a series of meetings or events would not normally be accepted for a period exceeding 12 months. The facilities may only be used for the purposes and period stated on the booking form, unless the Hirer has obtained the prior written consent of the Chamber.

4. Payment of charges

The Room is let in accordance with the scale of charges as set out in the room hire charges document drawn up by the Chamber from time to time. The Chamber reserves the right to vary these as they see fit, any such variation, other than in accordance with clause 21, shall apply in relation to future bookings only.

The Hirer shall be liable for any additional expense or liabilities incurred by the Chamber if the event or function overruns the pre-arranged period of hire.

All payments for room hire and Extras, for single events or multiple bookings must be paid for at the time of booking.

If the Hirer wishes to book teas and coffees in accordance with clause 8 of these terms and conditions a separate payment must be made when final numbers are known for beverage expenses, which payment shall be payable upon presentation.

5. Cancellations

The Chamber reserves the right to cancel the booking or reservation in the event of the Hirer failing to perform any of the obligations contained within the Contract.

In the event that the Chamber cancels a booking, it will notify the Hirer in writing and either refund all fees already paid or offer alternative dates. **Other than the refund the Chamber shall not be liable for any loss sustained by the Hirer as a result of any such cancellation.**

The Hirer may cancel a room booking by notifying the Chamber in writing via email to:
rachaelhogg@essexchambers.co.uk.

For a full refund of sums paid for the Room hire, Extras and any catering charges, less a 5% administration fee payable in respect of the Room hire charges, the Chamber must be notified not less than 4 full working days prior to the date of hire.

For a cancellation giving only up to 3 working days' notice prior to the date of hire, a refund of only 50% of the Room hire charges will be made and a full refund will be made in respect of Extras.

No refund of Room hire charges, Extras or catering charges will be made for cancellations of less than 24 hours' notice.

Alternatively, if the Hirer wants to reschedule their booking then they must notify the Chamber of the date that they want to reschedule the booking and, provided they have given not less than 4 full working days' notice, the Chamber will endeavour to accommodate the Hirer's request to reschedule, without any administration charge. The Hirer may only reschedule a booking date on one occasion, thereafter the cancellation provisions shall apply.

6. Limits of accommodation

The number admitted to a room must not exceed:

ROOM	MAXIMUM CAPACITY
Thurrock Room	10 delegates (boardroom style), 20 delegates (theatre style) or 8 delegates (horseshoe style)
Southend Room	Up to 16 delegates (boardroom style), 30 delegates (theatre style) or 16 delegates (horseshoe style)

The precise number of persons attending an event will be at the Chamber's discretion after discussion with the Hirer. The Hirer shall be responsible for ensuring that the limitations agreed with the Chamber are observed.

7. Right of access

The Hirer shall allow any authorised officer of the Chamber access to the Room at all reasonable times.

8. Catering

For teas and coffees, the Hirer shall notify the Chamber in writing (by email) of numbers to be catered for, not less than 48 hours before the Room hire date.

Teas and coffees will be complimentary for bookings of 5 people or less. For bookings of 6 people or more there will be a charge of £1.50 per person for half a day (09:00 – 12:00 midday or 13:00 – 17:00) or £3.00 per person for a full day booking (09:00 – 17:00).

The Essex Chambers of Commerce cannot provide catering however should you require catering for your booking we can provide some suitable caterers nearby for collection or delivery. Please ask a member of staff.

The Hirer shall be responsible for ensuring the Room is cleared of all catering items and that rubbish is placed in the bins provided.

9. Damage to Chamber property & Items not permitted on the Premises

The Hirer shall take all reasonable precautions to ensure that no damage occurs to the Premises or the property of the Chamber and that no injury is caused to its employees. In the event of any damage or injury occurring as a consequence of the acts or omissions of the Hirer, the Chamber reserves the right to recover such costs, losses and liabilities suffered by the Chamber as a consequence of such damage or injury, including where appropriate the replacement or repair of any or all property damaged or any claims for injury.

The Hirer shall ensure that nothing is fixed to the floors, walls, ceilings or any other interior or exterior part of the Premises by means of nails, screws, blue-tack drawing pins or any other means unless agreed in writing by the Chamber prior to the function.

10. Hirer's Own Equipment

The Chamber cannot accept responsibility for any equipment, documents or furniture provided by, for, or on behalf of the Hirer, left unattended on the Premises at any time.

The Hirer acknowledges that any such equipment, documents, furniture or other property of any sort will remain under the control and care of the Hirer and that the Hirer is in the best position to insure such property and accordingly the Chamber excludes liability for such property.

The Hirer is required to remove and clear away all articles belonging to them by the end of the Room hire period.

11. Lighting and other electrical equipment

No additions or alterations to the electrical arrangements may be made without the written consent of the Chamber. Electrical equipment brought on to the Premises for use by the Hirer must have been PAT tested and carry the required green sticker.

12. Fire safety

No smoking is allowed in any part of the building. The Hirer shall ensure that there is no interference whatever during the period of hire with fire extinguishers or any other fire fighting equipment except in the case of an emergency. The Hirer must not interfere with fire doors and doors fitted with automatic closures. The Hirer shall keep every corridor, passage and exit of the Premises clear of obstruction and ready for use in an emergency.

13. Insurance

The Hirer may be required to provide evidence of appropriate public liability insurance. The Hirer shall not do, or permit to be done, anything which, in the opinion of the Chamber, is not covered by its policy or policies of insurance in relation to the use of the Premises or which will cause any increased or extra premium to be payable, without the written consent of the Chamber. Fees may be increased and additional conditions imposed if required by the Chamber's insurers in respect of additional risks.

14. Liability

Nothing in the Contract shall limit or exclude or restrict any liability which either the Chamber or the Hirer may have for:

- death or personal injury caused by it arising out of negligence, or the negligence of its employees, agents or subcontractors; or
- fraud or fraudulent misrepresentation.

Subject to this, the Chamber's liability for all other losses arising in connection with the Contract shall be limited to the refund of payments made in respect of the Room hire and Extras and under no circumstances whatever will the Chamber be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise for any loss of profit, or any indirect or consequential loss arising under or in connection with the Chamber's obligations or failure to perform such obligations in respect of this Contract.

15. Animals

With the exception of guide dogs, no animals shall be allowed to enter the premises without the Chamber's permission.

16. Disorderly or dangerous conduct

Any booking which, in the opinion of the Chamber, may be contrary to decency or good manners or likely to lead to disorder may be cancelled forthwith on written notice to the Hirer. The Hirer shall not allow any disorderly, dangerous or improper conduct, or conduct which may endanger equipment, fixtures or fittings provided within the Premises, during the course of the hiring. The Chamber may order the immediate, total or partial, clearance of the Premises, if it considers such action to be necessary. The Hirer shall be liable for any extra expense that the Chamber may incur by engaging police officers to preserve law and order.

17. Car park

Thurrock – There is no car parking facilities available at the premises. Parking is available in local car parks, details are on the Chambers website: www.essexchambers.co.uk

Southend – The Southend Office has limited car parking facilities, which can be reserved for your use when booking. Please ensure you mention car parking when making your booking.

18. Broadcasting

The Chamber does not hold a television broadcasting licence. If any actions taken by the Hirer cause the Chamber to incur a liability connected with the need for a television licence then the Hirer will be liable for any liability incurred, which shall be payable on demand.

19. Compliance with conditions

In the event of the refusal to comply with the Contract or any reasonable instructions given by the Chamber and its authorised officers, the Hirer and any persons attending at the Premises may be excluded from the Premises. The Hirer will remain liable in respect of the hire charges as herein contained.

20. Complaints

Any complaint connected with the hire of rooms at the Premises should be made to the Chamber in writing (by email) within seven days of the date of the Room hire.

21. Amendments

The Chamber reserves the right at any time to amend or vary these terms and conditions or imposes additional conditions for the purpose of complying with any legal requirements or for the protection of staff or attendees at the Premises or the Premises themselves, and such amendments shall apply from the time of notification to the Hirer.

22. Governing Law and Jurisdiction

The Contract and any disputes or claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England to settle any dispute or claim that arises out of or in connection with it.