



**Terms & Conditions  
for use of The Tomlinson Centre  
Hackney Education's Professional Development Centre**

This agreement sets out the Terms & Conditions of the contract for the use of The Tomlinson Centre facilities and services between

\_\_\_\_\_ ( the 'Hirer' )

and

The London Borough of Hackney ( the 'Venue' )

<b>1. SESSION TIMES</b>
<p>1.1 Rooms are for hire for the sessions stated below.</p> <p>Half day - morning session 09:00-12:30 Half day - afternoon session 13:00-16:30 Full day 09:00-16:30</p> <p>The administrative team may ask the Hirer to accept an earlier or later start and finish time in order to minimise bottlenecks of delegates arriving at Reception</p>
<p>1.2 Session times can be altered by prior arrangement so long as these will not impact upon other bookable sessions or our staffing arrangements. Where a booking runs into another charging period then an additional charge may be made. In the event of a session that overruns without prior agreement the venue reserves the right to ask the Hirer to vacate or make an additional room and staffing charge where this runs outside normal working hours.</p>
<p>1.3 If an event runs over time and there is a subsequent booking that the venue is unable to accommodate in an alternative room, the Hirer must vacate the room when required by the venue.</p>
<b>2. BOOKING</b>
<p>2.1 Following a meeting room enquiry an email confirmation of your requirements with costs will be sent for approval.</p>
<p>2.2 Once the customer has approved the room and catering costs a provisional booking will be made. To secure the booking the onus is upon the Hirer to provide a valid cost code or purchase order number. Without these, the provisional booking is only guaranteed to be held for five working days, after which the venue can release the room for booking for another customer. Once the room has been secured the cancellation policy in clause 3.2 below will take effect.</p>
<p>2.3 Final numbers for catering, timings, menus, dietary requirements and all other details are required at least 3 days in advance of the event. The Venue may treat the Hirer's confirmed number of guests as the number to be catered for and will charge for such catering accordingly. The number of guests requiring catering may be increased subject to the Venue's ability to confirm catering for them and an extra charge being levied to the Hirer.</p>
<p>2.4 Any digital services or specific provision which will require an AV Technician in support must be negotiated at least one week in advance of any booking.</p>

2.5 The Venue reserves the right to refuse a booking if an organisation's aims or reputation run contrary to the local authorities ethical standards or contravenes its policies and procedures
2.6 Where bookings are made over six months in advance and where the date of any booking falls into a subsequent charging year the Venue reserves the right to amend charges applicable to that time unless a separately negotiated commitment has been agreed in writing
2.7 The Venue reserves the right to change any specific room offered to the customer for either booking logistics or building maintenance reasons, and will select an alternate room of equal size or larger as replacement. Where the change is due to a building issue beyond our control and in the unlikely event that an alternative space is not available then the Venue would have to cancel as in clause 3.2 below and will let the Hirer know at the earliest opportunity.
<b>3. CANCELLATIONS</b>
3.1 The Hirer must notify the Venue as soon as it requires a cancellation to be made. Cancellation by telephone must be confirmed by email by the Hirer as soon as possible after the telephone conversation. Failure to confirm cancellation by email may result in the Hirer incurring cancellation charges of the full room hire and catering costs regardless of when the cancellation is made.
<b>Cancellation Period and Charges</b>
<b>Up to 8 weeks before the event</b> no charge
<b>Up to 4 weeks before the event</b> 50% of the room hire cost only.
<b>Up to 2 weeks before the event</b> 70% of the room hire cost, 50% of the cost of the catering booked.
<b>Up to 1 week before the event</b> 100% of the room hire cost and 100% of the catering booked.
<b>In the event that the Hirer cancels its booking, the Venue may re-let the meeting room for that session time. If the Venue is able to secure an alternative hirer, it shall offset up to half of the room hire and catering costs against the cancellation fees payable by the Hirer.</b>
3.2 The Venue reserves the right to alter or cancel any booking that it cannot keep for reasons beyond its control. In such an event the Venue shall use all reasonable efforts to offer the Hirer an alternative booking. The Venue shall not accept any liability or responsibility if it cannot or is unable to provide an alternative booking venue. The Hirer will not be charged for unused catering in this instance.
3.3 Any postponement of a confirmed booking will be considered a cancellation and subject to the charges listed above subject to the clauses above
<b>4. CATERING</b>
4.1 The Hirer shall estimate the number of persons for whom catering arrangements are required at the time of confirmation of the booking and shall give a firm figure at least five working days before the event.
4.2 The Hirer's confirmed number is the minimum for which catering will be charged. Failure to give a firm figure will result in catering for the estimated number being catered for. Numbers may be increased or decreased until the day of the event subject to the Venue's ability to confirm these with the caterer.
4.3 In the event of a cancellation the cancellation charge shall be calculated on the estimated number if no firm number has been given.
4.4 The Hirer may nominate meal and refreshment times. Rescheduling of refreshments/meal times is subject to the Venue's ability to confirm this with the catering team or arrange safe storage of the food.
4.5 The Hirer is not at liberty to bring their own food and refreshments to the venue. If there are exceptional circumstances, these need to be discussed with the venue in advance, but due to the possibilities of cross

contamination the venue will aim to mitigate any risk. Where the hirer knows their attendees may have strict dietary requirements, these should be raised with the catering team directly and with one week's notice. Hirers who disregard these restrictions may be liable to an additional charge.
4.6 The venue is licensed to sell alcohol up to 11pm. Customers requiring alcoholic beverages served should discuss their requirements in advance with the catering team. The Hirer will be considered to be responsible for the conduct of their attendees.
<b>5. PRICING AND PAYMENT</b>
5.1 The Trust will supply the Hirer with a quote for the room hire, catering costs and any additional costs by email and will be valid for the rates charged in that academic year. Rates are reviewed in April to be chargeable from the September of that year. The Hirer should be aware that any bookings made in advance of April for after September may well be subject to an increase in price as in clause 2.6 above.
5.2 Quoted prices may be subject to change if any facilities/items are added to the original specification or catering numbers change.
5.3 The Venue reserves the right at any time to undertake a credit check and may, at its sole discretion, request the Hirer to pay a deposit or pay part or all of the charges in advance as the Venue may decide.
5.4 Invoices will be issued following the room hire and must be paid by the Hirer within 30 days of the date of such invoice. The Venue reserves the right to charge interest on any outstanding payment at 4% per annum above the base rate of National Westminster Bank plc, calculated on a daily basis.
<b>6. FACILITIES AND EQUIPMENT</b>
6.1 The room hire charge includes basic audio visual equipment including flipchart and pens, screen and laptop. Wireless internet is also included.
6.2 Additional audio visual equipment or other resources must be booked in advance to ensure availability. These might include wireless microphones, webcams or headsets. There are additional charges for these items.
6.3 The Hirer may bring in equipment for use with the prior permission of the Venue and at the Hirer's own risk. The Hirer is responsible for setting up and disassembling any equipment that it brings to The Tomlinson Centre and for any consequential damage to existing equipment, furniture or the fabric of the building. Hirers are to ensure the use and transportation of any additional equipment does not disturb or hinder other customers. Where setups or breakdowns are required out-of-hours then the venue may make an additional charge or require a deposit.
6.4 The Venue will assist clients where it reasonably can with the storage of equipment for any event that runs for more than one day or where prior set up is required. The Venue accepts no liability for loss or damage to any item of equipment, stock, or the like if stored at the Tomlinson Centre and the Hirer does so at its own risk.
6.5 Where the Hirer is using or supplying its own electrical equipment it must ensure that the equipment is safe with current PAT testing certificates, that it will not draw excessive electrical loading, and that the Hirer's staff are familiar with how to set up and use the equipment. The Hirer must have written permission from the venue in accordance with clause 6.3 above.
<b>7. HEALTH &amp; SAFETY</b>
7.1 All guests and staff of the Hirer are required to comply with all health and safety and general instructions issued by the Venue. Fire instructions and fire escape routes are displayed in all rooms and should be referred to at the start of each event. Furniture, displays or any equipment that the Hirer uses must not obstruct fire escape routes or any health and safety signage.
7.2 The Hirer should, where possible, provide a list of attendees 3 days prior to their event, in which case, the Venue can sign visitors in. Where attendee sheets have not been provided it is the Hirers' responsibility to ensure the trainer has a record of attendance, and in the event of an emergency will be able to undertake a head count at the assembly point.
<b>8. DAMAGES / INSURANCE</b>

8.1 The Hirer is liable for any injury to persons, any damage caused to the hired rooms, furnishings, utensils or equipment therein or to any part of The Tomlinson Centre as a result of any act, default or neglect of the Hirer, its subcontractors, employees or guests. The Hirer shall be invoiced by the Venue for the replacement/repair costs for the damaged caused and must pay the Venue on demand the amount required to make good or remedy such damage.

**9. PRIVACY NOTICE**

9.1 The Venue will use the data provided by you in relation to your room booking, hospitality, or other services offered by the Venue. If the information is obtained from another organisation, this is done in accordance with data protection legislation. You can read more information about this, and also about your Data Protection rights in line with the provisions of the General Data Protection Regulations and Data Protection Act 2018 by going to <https://www.hackney.gov.uk/privacy>. This includes how to contact the Data Protection Officer, how long your information is held, and how we process your personal information. The venue may make any disclosures as it is required to do so by law and may also share this information across council departments and Government organisations if required to do so. The Venue will not give information about you to anyone else, or use information about you for other purposes, unless the law allows this.

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, arrangements and agreements between the parties.

By signing below, the Hirer accepts the terms and conditions of hire as stated above.

On Behalf Of: \_\_\_\_\_ Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_