

# Terms & Conditions of Hire

Thank you for choosing Trent Conference Centre for your Event. It is important that you understand your legal obligations when making a booking with us. The contract between us and you are made up of these Terms and Conditions and the booking form.

Please note, these terms and conditions have been updated and apply to all bookings contracted after the 1<sup>st</sup> January 2024. Any events contracted before the 1<sup>st</sup> January 2024 will be held to our previous version. If you have any question or queries regarding this, please email [hello@trentcc.co.uk](mailto:hello@trentcc.co.uk) or call us on 0115 924 4177.

## 1. Definitions

Below are the definitions of the words used in these Terms and Conditions:

Day Delegate Rate:	Means our standard day delegate rate for the hire of the Venue as set out in the booking form
Equal Opportunities and Diversity Policy:	Trent Conference Centre's policy on equal opportunities and diversity as amended from time to time, available on request.
Event:	Conferences, lectures, meetings, presentations, receptions and seminars held at the facility on the date specified on the booking form.
Event Attendees:	Any person who will be attending your event including staff, guests, speakers and suppliers; or anyone else operating on your behalf.
Event Period:	means the agreed date(s) and time(s) of the Event.
Facilities:	Any property on the site and any sound, projection or other equipment belonging to Trent Conference Centre.
Force Majeure Event:	Means any circumstance not within a party's reasonable control, including, without limitation: <ul style="list-style-type: none"> <li>(a) epidemic or pandemic;</li> <li>(b) acts of God, flood, drought, earthquake or other natural disaster;</li> <li>(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions or embargo;</li> </ul>

	<p>(d) any law or any action taken by a government or public authority;</p> <p>(e) collapse of buildings, fire, explosion or accident;</p> <p>(f) strikes, industrial action, lockouts or other labour disputes involving Trent Conference Centre's personnel; or</p> <p>(g) interruption or failure of utility service.</p>
Trent Conference Centre, we, us, our:	Trent Conference Centre of Unit 1, Easter Park, Lenton Lane, Nottingham (Company registered in England and Wales under No.10076796)
Services:	Includes audio visual equipment hire and support, catering and other business services specified on the booking form.
Total Hire Costs:	The room hire fee(s), Day Delegate rates together with any other charges for Services associated with the Event, as set out in the booking confirmation, payable by you to Trent Conference Centre.
Warehouse	Means the building used for an Event.
Working Day:	Means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Venue:	Refers to a room (or space) or combination of rooms (or spaces) designated by Trent Conference Centre for external hire.
You, your, organiser, customer:	The person, organisations or company who will be hiring and using the Venue for the Event. This includes any booking agents whose services are used by the company to manage their booking.

## 2. Licence and Use of Venue

Trent Conference Centre grants you a right, on a non-exclusive basis by way of licence only, for the Event Period to enter and use the Venue for the Event in accordance with the terms of this contract. You acknowledge that:

- (a) you shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the Supplier and Customer by this agreement; and
- (b) we retain control, possession and management of the Venue and you have no right to exclude us, at any time, from the Venue. We reserve the right to enter the Venue at all times during the Event Period, including to supply the Services.

You agree and undertake:

- (a) not to use the Venue other than for the Event;
- (b) not to do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to Trent Conference Centre or to any other customers of Trent Conference Centre, or any owner or occupier of neighbouring property;
- (c) not to move any objects or furniture at the Venue and that any such movement may only be carried out subject to the consent of Trent Conference Centre;
- (d) not to attach or suspend any item to any building or structure at the Venue without Trent Conference Centre's prior written consent and, where such consent has been obtained, shall only use Trent Conference Centre approved products for attaching or suspending any items;
- (e) not to install any free-standing staging or displays at the Venue without Trent Conference Centre's prior written consent and without satisfying all Trent Conference Centre's health and safety concerns;
- (f) not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;
- (g) to remain responsible, at all times, for compliance with current health & safety laws, including all reasonable health & safety instructions given by Trent Conference Centre in relation to the Event and Venue; and
- (h) to leave the Venue in a clean and tidy condition and to remove your decorations, displays and equipment from the Venue at the end of the Event Period;
- (i) to provide the contact details of a designated individual to act on your behalf in respect of receiving and actioning any additional instructions provided by Trent Conference Centre in respect of the Event planning and during the course of the Event.

### **3. Making a Booking and Booking Deposit**

All Event bookings made with us are granted strictly for the purposes specified on the booking form and will be accepted only following our receipt and approval of the completed booking form signed by you. All bookings remain provisional until a signed booking form has been received in accordance with clause 6.

New customers will be required to complete a credit check on receipt of their signed booking contract. Dependant on the results of this credit check, a payment of up to 100% of

Total Hire Costs may be requested in order to secure the booking prior to the Event taking place.

At our absolute discretion, Trent Conference Centre reserves the right to ask for a deposit ahead of an Event in the following circumstances:

- (a) If the customer credit check result is deemed a higher risk than we are happy to accommodate;
- (b) If the Event value is of a sufficient size that we would need a portion of the payment upfront;
- (c) If the customer has a poor payment record with us from previous Events.

Deposit percentage would be discussed and agreed on a case-by-case basis.

By signing the booking form or returning an electronically signed form via email you agree to pay the Total Hire Cost within 14 days of receiving your Event invoice. In the event of non-payment by the due date for payment of the invoice, then, without limiting our rights under the contract, we reserve the right to cancel any future bookings you hold with us and recover the Total Hire Cost from you.

Trent Conference Centre will pay an agent, or an event management company, a maximum fee of 8% or a different agreed upon rate by Trent Conference Centre, of the VAT exclusive rate on room hire costs & day delegate rate as commission, following the successful completion of the Event and subsequent payment by the client, agent, or event management company.

#### **4. Invoicing**

Where a deposit or pre-event invoicing is not required, as stated in section 3, your full event invoice will be sent the week following your event(s).

If your event has been invoiced and paid for in advance of your event taking place:

- (a) Any cancellation repayments will being line with our cancellation terms as set out in section 8.
- (b) All additional costs will be invoiced the week following your event(s).

#### **5. Definition of Hire and Hire periods**

Events at Trent Conference Centre are charged on a Day Delegate Rate (DDR) basis:

- A half day rate is charged for events lasting up to 5 hours;
- A full day rate is charged for events lasting more than 5 hours;
- Additional rooms (breakout or syndicate) are charged on a room hire basis.

An exception to the above are exhibition events which are charged on a room hire basis, with an additional charge per delegate.

Trent Conference Centre is not available for hire on a Sunday.

Saturday and Bank Holiday events are charged at 150% of normal Day Delegate Rates.

## 6. Types of Bookings

There are two stages of booking at Trent Conference Centre: provisional and confirmed.

### *Quotations and Provisional bookings*

- Trent Conference Centre will issue quotations to the customer following an event enquiry. Quotations remain valid for 20 Working Days, unless stated otherwise. Quotations will detail event dates, number of delegates, rooms suggested, catering and any other service required. Any amendments to the quotations shall be detailed in writing.
- Once the client has accepted a quotation, a booking contract will be issued and the booking shall be known as provisional. Provisional bookings will be held for 10 Working Days. If a signed booking contract isn't received at this stage, then Trent Conference Centre reserves the right to cancel the provisional booking without further notice to you.

### *Confirmed bookings*

Trent Conference Centre will consider a booking confirmed when:

- The contract document is signed by the customer and us;
- The customer indicates by signing the contract, that the Trent Conference Centre terms & conditions of hire have been read and accepted.

## 7. Minimum Room Charges

Each room at Trent Conference Centre has a minimum delegate number allocation and consequently a minimum charge based on this. Should the total number of delegates fall below the minimum requirement for the room you have booked, the minimum room charge will replace the Day Delegate Rate. Minimum room charges are applicable to both ½ day and full day events, unless agreed with the Trent Conference Centre events team, and detailed in the signed booking contract. The table below details the minimum room charge for each room at Trent Conference Centre.

Room	Minimum Delegate Total	Half Day Minimum Room Charge	Full Day Minimum Room Charge
Main Auditorium	100	£2500	£2500
Small Auditorium	50	£1250	£1250
G1	15	£295	£380
G2	15	£295	£380
G3	15	£295	£380

F1	25	£495	£625
F2	10	£195	£250
F4	10	£195	£250
F5	25	£495	£625

## 8. Cancellation & Postponement

If you decide to cancel the Event then you will still be liable for paying the following charges:

<b>Written Notice received by us (Working Days before the Event)</b>	<b>Charge or % of Total Hire Costs payable by you</b>
Over 90 days	£100 or 10% (whichever is higher)
61 – 90 days	25%
31 – 60 days	50%
14 – 30 days	75%
Less than 14 days	100%

If you find that you need to postpone the Event then you will still be liable for paying the following charges:

<b>Written Notice received by us and an alternative Event date agreed (by signed contract) (Working Days before the Event)</b>	<b>Charge or % of Total Hire Costs payable by you</b>
Over 90 days	£100
61 – 90 days	10%
30 – 61 days	25%
14 – 30 days	50%
Less than 14 days	100%

We also reserve the right to cancel this contract with immediate effect, without liability to us, by giving you notice in writing if:

- (a) you are in arrears of previous payments or otherwise fail to pay any amount due under this contract on the due date for payment;
- (b) you commit a material breach of any term of the contract;
- (c) you take any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

- (d) Trent Conference Centre becomes aware of any significant change in your circumstances and your financial position deteriorates so far as to reasonably justify the opinion that your ability to give effect to the terms of this contract is in jeopardy;
- (e) the Event content, in Trent Conference Centre's reasonable opinion, would adversely affect the reputation of Trent Conference Centre should your Event proceed;
- (f) Trent Conference Centre considers your event is not in line with our Equal Opportunities and Diversity Policy.

The parties will undertake regular reviews to discuss the latest status of any pandemic (e.g.COVID-19). Notwithstanding any other provision of the contract, if the guidance and/or instruction of any governmental or regulatory authority or any other authority of competent jurisdiction, is that the Event should not be held, then Trent Conference Centre shall have the right to terminate the contract immediately by serving notice to you. In the event of termination of the contract by us under this paragraph:

- (a) you shall release and discharge us from all claims, demands, payments or liability howsoever arising under or in connection with the contract, whether arising before or on the date of such termination; and
- (b) we shall, on demand, refund all sums already paid by you in connection with the Event under the contract in full.

**Please note:** On verbal or written confirmation of your order we will confirm your booking in our system in good faith and ask that you return your signed contract immediately. A signed contract is any contract returned via post or signed electronically and returned by email. We ask that contracts are returned within 10 Working Days of being issued, if we do not receive your signed contract then we reserve the right to cancel your provisional booking in accordance with clause 6.

## 9. Opening and Closing Times

Your Event will start and end at the times specified on the booking form, and all of your Event Attendees will have vacated the Venue no later than 30 minutes following the agreed end time of the Event. You will be able to access the Venue one hour prior to the start of your Event, unless other arrangements are made with us, and agreed in advance. We reserve the right to charge for any additional facilities or services used outside of the agreed Event times.

## 10. Catering

Trent Conference Centre does not have an onsite Chef/Kitchen and food is supplied by a 5\* rated catering provider. As a result, all orders for food or amendments to orders need to be received at least **Five Working Days** prior to the Event. After which, changes may not be able to be accommodated. However, if they are, the below charges will apply.

If you order food after this five working day timeframe, the following additional cost will apply:

Written Notice received by us (Working Days before the Event)	Additional costs payable by you
2 – 4 working days	£2 extra per meal
Day before event	£5 extra per meal

Trent Conference Centre provides special dietary meals for delegate requiring them at no additional cost. Orders for dietary meals must be received five Working Days prior to the event to avoid any additional charges. Any dietary requirements received less than five Working Days before the event may incur an additional catering surcharge.

Unless we give our prior written consent, you are not permitted to source catering provisions from caterers not on our approved list. Where this is authorised, we reserve the right to add a surcharge to the Total Hire Cost. These charges will be confirmed as part of the booking process.

## 11. Event Information

When requested, You must submit information regarding your event requirements i.e. room layouts, final Event Attendee numbers and dietary requirements at least five Working Days prior to the Event (“**Event Information**”) for approval. Event Information which may be requested includes the following:

- (a) the timetable for the Event, including the Event Period, and time required to set up;
- (b) room layout and floor plan;
- (c) any technical requirements;
- (d) details of any electrical equipment that will be supplied by you, together with its electrical supply requirements. You acknowledge that all such equipment must have relevant PAT certification, and that we have the right to disconnect any equipment which we consider is unsafe or poses a risk to persons, property or premises;
- (e) final Event Attendee numbers;
- (f) all proposed performers, entertainers or guest speakers;
- (g) a comprehensive and up to date risk assessment for the Event;
- (h) Event Attendee dietary requirements;
- (i) a copy of your public liability insurance to the value of at least £10,000,000

Any changes in Event Attendee numbers and subsequent changes in charges received within five Working Days of the Event will be handled at the discretion of Trent Conference Centre.

If any of this information is not provided, then we reserve the right to provide the Event as per your initial booking instructions or our default room set ups or menu choices.

Trent Conference Centre shall be entitled at any time to reject, or withdraw, approval to any proposed performers, entertainers or guest speakers if Trent Conference Centre considers that:



- (a) the conduct of such performer, entertainer or guest speaker may bring Trent Conference Centre into public disrepute, scandal, contempt or ridicule; or
- (b) the continued association of such performer, entertainers or guest speakers with the Event is likely to damage Trent Conference Centre's reputation.

If Trent Conference Centre withdraws such approval, you must not permit the relevant performer, entertainer or guest speaker to perform, attend or speak at the Event and must immediately terminate the relevant arrangement with such performer, entertainer or guest speaker.

## **12. Use of the warehouse**

You acknowledge and agree that the following are not permitted at the warehouse: Smoking, animals (except assistance dogs), signage fixed by you to any wall, fixture or fitting other than specifically authorised in advance by Trent Conference Centre, encroachment into areas not included on booking confirmation, obstruction of any corridors, fire escapes, toilets or any other area of the warehouse; the display of any offensive material. Any damage to the Venue, including to any furnishings, equipment or fixtures must be notified to Trent Conference Centre immediately.

## **13. Behaviour of event attendees**

You will make sure that your Event Attendees behave in a responsible and safe manner at the Event and in such a way that they do not cause a nuisance, unreasonable disruption or offence to Trent Conference Centre, our employees, or to anyone else visiting the Warehouse and we reserve the right to terminate the stay of the person(s) involved or all Event Attendees.

## **14. Liability**

You agree to indemnify and hold harmless us against and from all and any claims, demands, actions, losses, damages, costs (including legal costs) and other expenses of any nature (including any economic loss or loss of profits, contracts, business or goodwill) howsoever incurred or suffered by us and arising out of or in connection with:

- (a) the Event;
- (b) breach of any of the terms of this contract;
- (c) any damage caused by you, your suppliers or any Event Attendee to the Venue and/or to the contents of any buildings at the Venue and/or to any equipment, plant or vehicles at the Venue.

We shall have no liability whatsoever for:

- (a) any loss or damage howsoever caused to any of the plant, vehicles, equipment or other goods or property brought to the Venue by you, your suppliers, or any Event Attendee person attending the Event, except if and to the extent that such loss or damage is due to the negligence of Trent Conference Centre or its employees;
- (b) the death or personal injury of any of your personnel, suppliers, or Event Attendee howsoever caused, except if and to the extent that such death or personal injury is due to the negligence of Trent Conference Centre or its employees.

We shall not be liable to you for:

- (a) economic loss including loss of profit, loss of revenue, loss of business, loss of contracts, depletion of goodwill or similar losses, loss of opportunity or anticipated savings; or
- (b) any special, indirect or consequential loss or damage of whatsoever nature

Trent Conference Centre's total liability to you under or in connection with this contract shall not exceed the lower of £10,000 or the Total Hire Charges for your Event.

## **15. Media & Photography**

Trent Conference Centre requires prior notification of an intention to record images via any media whilst on site. Any images shown that clearly show the Trent Conference Centre logo, premises, or its employees, requires prior approval from Trent Conference Centre before being made public, including social media.

No images may be taken of other clients or businesses using Trent Conference Centre without the written permission of both Trent Conference Centre and the business involved. Trent Conference Centre reserve the right to refuse a customer permission to take photographs whilst on site.

## **16. Health & Safety**

You are responsible for carrying out all risk assessments and compiling method statements necessary for Events and sending them to Trent Conference Centre for review at least five Working Days before an Event. Trent Conference Centre requires notification of any aspects of an Event which may necessitate special safety or security arrangements.

You must not allow any unauthorised personnel to use the Facilities covered by the booking and ensure that all Event Attendees comply fully with our health & safety policy.

You must ensure that arrangements are in place for any medical emergencies and provide a qualified first aider for any event with more than 150 Event Attendees.

## **17. Safeguarding**

There may be occasions where children or youths (under the age of 18) are in attendance at Events hosted within Trent Conference Centre.

Customers should recognise that Trent Conference Centre is open to other users during the time of their Event, and they will be required to plan for associated safeguarding issues for the duration of their Event.

Customers are expected to have their own safeguarding policies relating to children and adults with care and support needs attending events, and are responsible for all safeguarding issues related to their own events.

## **18. Data Protection**

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

## **19. Force Majeure Event**

If either party shall by reason of Force Majeure Event be prevented from or be delayed in performing any of its obligations under this contract it shall give notice in writing of the Force Majeure Event to the other party, and those obligations affected by the Force Majeure Event shall from the date of such notice be suspended and the affected party shall not be liable for any delay in performing or failure to perform such obligation.

If the delay or failure continues for more than seven (7) days the party not affected by the Force Majeure Event may terminate this contract by giving notice in writing to the other and neither party shall be liable to the other party for any costs, expenses, damages or other losses suffered as a result of such termination.

## **20. General**

You must not assign or subcontract any of your obligations hereunder without the prior written consent of Trent Conference Centre. If Trent Conference Centre consents to any such subcontracting, you will remain responsible for all acts and omissions of its subcontractors as if they were your own.

Any forbearance or delay by either party in enforcing any of its rights hereunder is not a waiver of its right to subsequently enforce them.

The parties are independent contractors and nothing in the contract will be construed as creating any partnership, agency or joint venture between them.

The contract is the entire contract between the parties relating to its subject matter and supersedes all previous contracts. No party has relied on or will have any remedy in respect of any statement, representation or warranty (unless made fraudulently) that is not set out in this contract. Any modification to the contract must be in writing signed by an authorised representative of each party.

If any provision of the contract is or becomes invalid, illegal or unenforceable, it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable and, if such modification is not possible, it will be deemed deleted. Any modification or deletion of a provision under this clause will not affect the validity and enforceability of the rest of the contract.

Notices given under the contract must be served by email, by prepaid first class mail, or by personal delivery at an address of the recipient set out in the contract details and shall be deemed to have arrived when transmitted (if delivered by email), when delivered (if delivered personally) and within two days of posting (if posted).

The contract will be governed by and construed in accordance with the laws of England and Wales and each of the parties submits to the exclusive jurisdiction of the courts of England and Wales sitting in Wales.