

DIDCOT CIVIC HALL BOOKING FORM

April 2021 Covid version

Contact Details							
NAME OF ORGANISATION:					AA	CODE	:
NAME OF PERSON HIRING:							
BILLING ADDRESS:							
	POSTC	ODE:					
PHONE:		EMAIL:					
Event Details							
DATE(S) OF EVENTS:							
EVENT TITLE:				TYPE C	OF EVEN	T:	
APPROX. NO. OF ATTENDEES:							
ROOM(S) REQUIRED	TIME YOU REQUIRE ACCESS TO ROOM				OFFICE USE ONLY		
	FROM	то					DEPOSIT PAID
MAIN HALL &							£
NORTHBOURNE ROOM &							£
LADYGROVE ROOM &							£
ALL SAINTS ROOM &							£
PARK ROOM &							£
ORCHARD ROOM &							£
HIRE OF THE KITCHEN &							£
BAR SERVICE &							£
PUBLIC LIABILITY INSURANCE						ε	£
(THIS IS + 10% OF HIRE FEE)					2	τ.	*
When selecting a room, please note the hire period runs fro dismantling of the event. This is normally 30 minutes either advice when making booking.	m the time of ac side of the boo	ccess to the time king. If you are	e of departure. F unsure please s	rovision rapeak to a	must be ma	ade for to the te	he set up and am for further

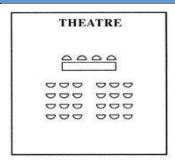
ROOM RENTAL FEES

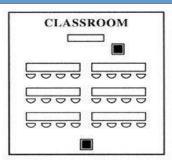
Meeting room rental fees include: on-site table and chairs, china and glassware. Event staffing, as appropriate per attendee numbers and food requirements – restricted due to the Covid 19 pandemic. Post event cleaning.

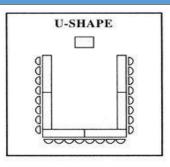
Room charges cover use of the space for the minimum of 2 hours and up to maximum of 12 hours.

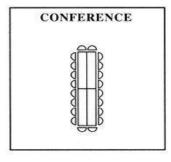
ROOM	SIZE	CAPACITY	8AM – 6PM	6PM – 12AM	WEEKEND	WEDDING
			RATE	RATE	RATE	RATE
MAIN HALL	275m²	Covid-19	£26	£30	£42	£755 + VAT
Normal capacity 350	(Octagon)	restricted	p/h	p/h	p/h	12hrs
		50 people				
LADYGROVE ROOM	115m²	Covid-19	£22.50	£24	£28	£101 + VAT
Normal capacity 100	(Rectangular)	restricted	p/h	p/h	p/h	2hrs
		20 people				
NORTHBOURNE	71m²	Covid-19	£20.50	£21.50	£26	£101 +
ROOM	(Trapezoid)	restricted	p/h	p/h	p/h	VAT
Normal capacity 40		20 people				2hrs
ALL SAINTS ROOM	66m²	Covid-19	£19.50	£20.50	£24.00	N/A
Normal capacity 40	(Square)	restricted	p/h	p/h	p/h	
		20 people				
PARK ROOM	24m²	Covid-19	£12	£13	£15	N/A
Normal capacity 25	(Square)	restricted	p/h	p/h	p/h	
		10 people				
ORCHARD ROOM	6m²	Covid-19	£10	£11	£13	N/A
Normal capacity 2-3	(Square)	restricted	p/h	p/h	p/h	
		0				

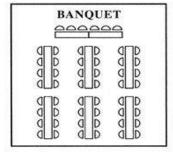
ROOM SETUPS

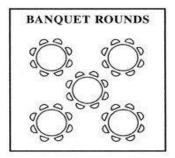












Catering Services – NB currently suspended due to covid 19

	Q тү	TIMES REQUIRED FOR EACH SITTING
BEVERAGES		
FILTER COFFEE (FAIRTRADE) £1.80		
Tea (Fairtrade English & Herbal Infusions) £1.80 per person		
Tea, coffee and biscuits £2.00 per person		
Tea, coffee and pastries £3.50 per person		
FRUIT JUICE 1L (ORANGE, APPLE AND CRANBERRY) £3.75		
STILL WATER 750ML £1.95 PER BOTTLE		
Sparkling water 750ml £1.95 per bottle		
Breakfast		
MORNING COFFEE (MINIMUM ORDER IS 6) £4.25 PER PERSON		
FRESHLY BAKED BUTTER PASTRIES		
FRESHLY SQUEEZED ORANGE JUICE		
STILL AND SPARKLING WATER FILTER COFFEE AND TEA (FAIRTRADE)		
CONTINENTAL BREAKFAST (MINIMUM ORDER IS 6) £6.75 PER PERSON		
SELECTION OF CEREALS, MUESLI WITH MILK AND YOGHURT		
WHOLE FRUIT BOWL		
Freshly Baked Butter Pastries Freshly Squeezed Orange Juice		
STILL AND SPARKLING WATER		
FILTER COFFEE AND TEA (FAIRTRADE)		
WORKING LUNCH		
Working Lunch 1 (MINIMUM ORDER IS 6) £8.50		
SELECTION OF PREMIUM SANDWICHES (1.5 ROUNDS PER PERSON)		
FRESH FRUIT BASKET (WHOLE FRUIT)		
KETTLE CHIPS (SEA SALT AND CRACKED BLACK PEPPER) (VE)		
FRUIT JUICES, STILL AND SPARKLING WATER FILTER COFFEE AND TEA (FAIRTRADE)		
BUFFETS LUNCHES (MINIMUM ORDER IS 20) £15.99 PER PERSON		
CANAPÉ AND PROSECCO SERVICES (MINIMUM ORDER IS 20) £19.99 PER PERSON		
DINNER SERVICES W/ HALF BOTTLE OF WINE (MINIMUM ORDER IS 30) £24.99 PER PERSON		
URN (HOT WATER ONLY) £3.00 + VAT		
KITCHEN SERVICES £12.99 + VAT PER HOUR (MINIMUM 2 HOURS AND THE KITCHEN NEEDS		
TO BE CLEAN AFTER, OTHERWISE EXTRA £50.00 + VAT WILL BE ADD TO YOUR BOOKING)		

BAR SERVICES £8.99 + VAT PER HOUR (MINIMUM IS 20 PEOPLE TO OPEN THE BAR)	
WEDDING AND ANOTHER BIG SOCIAL EVENTS THE MENUS AND PRICES MUST BE REQUESTED	
IN ADVANCE – THANK YOU!	

Didcot Civic Hall are making efforts to become a more environmentally friendly building and we would appreciate your help with this. When you can, please bring eco-friendly and sustainable products to the hall for example reusable cups for hot drinks or sustainable materials if single use is needed.

EXTRA SERVICES: PA SYSTEM / STATIONERY

MICROPHONES SERVICE	£20.40 + VAT	
FLIP CHART PAPER	£0,10 per sheet	
PHOTOCOPIES	£0,15 per photocopy	
PENS	£0,25 per pen	
BLU TACK	£0,50	

Terms & Conditions – amended due to Covid 19 health and safety measures

Arrival Date means the first date that you will arrive at the Didcot Civic Hall for the Event, as specified in the Booking Form.

Client, **You** or **your** means the person or legal entity responsible for commissioning and payment of the Event, as specified in the Booking Form.

Event means the booking using an area of our event space, public space, facilities AND/OR food and beverage ("F&B"), specific details of which are set forth in the Booking Form – AMENDED DURING PANDEMIC

Booking Form means the portion of this agreement that sets out the details of the Event (as produced by our appropriate BOOKING sales system, i.e., RBS)

Booking Form Issue Date means the date that this agreement is sent by us to you, as set out in the Booking Form.

Event Planner means the person named as the organiser in the Booking Form **Civic Hall**, **we, our** or **us** means the entity who owns the Didcot Civic Hall where the Event will take place, as set out in the Booking Form.

Schedule of Events means an appendix to the Booking Form that sets out additional specific details of an Event. **Standard Terms and Conditions** mean the following terms and conditions that supplement the Booking Form.

ALL RATES ARE QUOTED IN POUNDS STERLING (£).

1. OPTION DATE

1.1. You are requested to review, sign and return this agreement to us within **7** days of the Booking Form Issue Date. Payment in advance will secure your booking – or a deposit for events over £150. We reserve the right to release your reserved rooms and facilities, or to review our rates, if we do not receive your signed agreement by the applicable due date – or payment is not forthcoming.

2. TERMS OF PAYMENT

- 2.1. Payment is in advance for all bookings under £150. Bookings over £150 require a 30% deposit to secure the room and the balance paid 30 days before the hire. **Failure to pay the balance means the room is available for re-letting.** The deposit will not be returned unless you cancel at least 30 days prior to the event.
- 2.2. If you prefer, all charges can be paid by a major credit card that we accept. Currently, Didcot Civic Hall accepts MasterCard, Visa and JCB International.

- 2.3. As a condition for us to accept your credit card as an approved form of payment for your master account charges, you agree to abide by the dispute resolution procedures described in this agreement below, which require that any disputes that you may wish to raise with respect to any master account charges must first be addressed directly by you to the Civic Hall, in which case the parties agree to work in good faith to resolve any such disputed invoices in a timely manner. For the avoidance of doubt, you agree that you will not avail yourself of your credit card issuer's procedures for receiving a temporary credit for disputed charges arising from your credit card transactions with us (commonly referred to as a "chargeback").
- 2.4. We reserve the right to check your credit status at any time before the commencement of the Event, and we reserve the right to increase the amount of deposits and/or pre-payments should there be a negative change in your financial status. You expressly consent to our conducting any such credit checks.
- 2.5. Accounts 30 days past due will be charged interest at a rate of 4% above the Barclays base rate (or any local base rate equivalent) per month or the maximum rate allowable under applicable law or regulation (whichever is lower). If any charges are disputed in good faith, then you agree to pay us all undisputed amounts within 30 days of invoice date. The parties will then agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and you agree to pay the remainder immediately upon resolution of the dispute.

3. ADDITIONAL SPEND

3.1. You shall pay us for any food and beverages and other services not expressly set out in the Booking Form but made available on request by or on behalf of you during the Event. On or before the Arrival Date, you will confirm to us in writing the names of those persons who you have authorised to sanction additional spend at the Event over and above the contracted amounts. All our records for additional spend (meeting room rental, audio/visual equipment, flipcharts, food and beverage functions and other incidentals) will be presented to one of your authorised signatures to be checked and signed on a daily basis as appropriate.

4. OUTSIDE FOOD AND BEVERAGE

4.1. You may not bring any outside food or drink into our Didcot Civic Hall for use during your functions/meetings, unless agreed by us in writing and in advance of the Event. There will be a 10% charge above the normal room rate for the use of outside caterers. NB: these services are severely restricted during the Covid 19 pandemic.

5. DELIVERIES - NB: we will not accept deliveries during the Covid 19 pandemic.

5.1. Arrangements for delivery of packages should be made through DTC staff. Receiving, handling and shipping charges may apply. No packages will be accepted by us that require us to pay shipping costs. Deliveries will only be accepted within 48 hours prior to your Arrival Date, unless otherwise agreed by us in advance. All deliveries must be correctly labelled as per our guidelines. To the fullest extent permitted by applicable law, we shall not be responsible for any damage to or loss of your packages.

6. <u>CANCELLATION AND PERFORMANCE POLICIES</u> – DTC reserves the right to cancel at short notice during Covid 19

- 6.1. The rates and concessions offered by us in the Booking Form are based in part upon the total revenue anticipated by us from your agreement to use and pay for the meeting rooms and functions as listed in the Event Agreement. You guarantee that your Event will provide the Total Anticipated Revenue. You agree and understand that in the event of a full cancellation or lack of performance by you, we will have lost the opportunity to offer your unused facilities to others either individually or as part of another block and we will incur additional costs in attempting to re-sell inventory that was already sold to you.
- 6.2. As our actual damages would be difficult to determine, you agree to pay to us reasonable liquidated damages, for full cancellation or lack of performance as described in the following clauses. The parties agree that the liquidated damages clauses provided for in this agreement are a reasonable effort by the parties to agree in advance on the damages that we will suffer due to full cancellation or lack of performance.

6.3. Full Cancellation

- 6.3.1. Should you cancel your Event for <u>any</u> reason, including changing your meeting/function site to another venue, you agree to pay us the applicable full cancellation damages. The full cancellation damages will be calculated as a percentage, based on the date of cancellation and the number of total guests listed below.
- 6.3.2. All notices of cancellation must be in writing and will take effect from the date of our receipt of your notice and the minimum numbers guarantees listed below.

7. CANCELLATION FOR CAUSE

- 7.1. In addition to any other legal rights and remedies available to us under applicable laws, we may cancel your Event and this agreement without liability under any of the following circumstances:
 - 7.1.1. If we become aware of any deterioration in your financial situation such that we reasonably consider that you may not be in a position to fulfil your express obligations under the terms of this agreement.

- 7.1.2. If advance payments or deposits are not paid on a timely basis.
- 7.1.3. If you, or any of your employees, agents, sub-contractors or officers, commit any illegal act, or act in such a way as is likely to adversely affect the reputation of Didcot Civic Hall.
- 7.1.4. For other reasons if we reasonably believe it is necessary to do so in order for us to comply with our obligations under applicable laws or regulations including Covid 19.
- 7.2 In the event that we cancel your Event for cause as provided for under this clause, then we will be entitled to the Event cancellation damages as provided in the agreement.

8. INSURANCE

- 8.1. You will obtain and keep in force the appropriate insurance reasonably commensurate with all activities arising from or connected to your Event, including, but not limited to, insurance affording coverage for public liability and property damage. Upon request, you agree to provide us with a certificate or proof of such insurance.
- 8.2. Please note that obtaining and maintaining appropriate insurance protects you by providing coverage to you by paying the Civic Hall for damages that occur during your Event and which you would otherwise be required to pay under the indemnification clause. For information only, single event insurance (sometimes called "private event insurance" or "special event insurance") may be available for purchase at reasonable rates, including from reputable online insurance providers. When purchasing single event insurance, you should select public liability and property damage coverage.
- 8.3. You may, at your option, purchase insurance to cover your personal property, including decorations, special objects and other property. We have no insurance for, and to the fullest extent permitted by applicable law, we shall not be responsible for, any damage to or loss of your property. You accept the responsibility to insure the above- mentioned property.

9. LIMIT OF LIABILITY

- 9.1. Nothing in this agreement is intended nor shall it be construed as an attempt by any party to exclude or limit its liability for any liability which cannot be excluded or limited under applicable law, including without limitation its liability for death or personal injury caused by its negligence or for its fraud or misrepresentation.
- 9.2. Notwithstanding any other term of this agreement, our aggregate liability arising out of or related to this agreement, whether for breach of contract, warranty or undertaking or under any indemnity, in tort, for negligence or otherwise shall not at any time exceed the Total Anticipated Revenue as set out in the Event Agreement.

10. OUTSIDE CONTRACTORS

- 10.1. Should you elect to utilise outside contractors or sub-contractors on our Civic Hall premises during your Event, you must notify us of your intention to use such providers at least **30** calendar days before your Arrival Date.
- 10.2. Your outside contractors must adhere to our reasonable rules (including but not limited to health and safety regulations and rules). We reserve the right, at our sole discretion, to require any outside contractor to be removed from our Civic Hall premises should the outside contractor fail to abide by our rules or applicable laws and regulations including an additional measures due to Covid 19.
- 10.3. In our sole discretion, we may require that your outside contractors (i) sign an indemnification and insurance agreement in the form currently in use at the Civic Hall for similar outside contractors, and (ii) provide proof of insurance in amounts acceptable to us (amounts and types of insurance to be determined in our sole discretion based on the type of services the outside contractor will be providing) before the outside contractor will be allowed to provide services on our Civic Hall premises.
- 10.4. We reserve the right to charge additional fees based on your specific needs, including but not limited to, labour surcharge for audio/visual and electrical requirements, banner hanging, sign making, and electrical power. Should you require any rigging services for your Event, all such services must be arranged through the in-house audio/visual provider of the Civic Hall and you will be responsible for all associated costs.

11. SECURITY

- 11.1. If required, in our sole discretion, in order to maintain adequate security measures in light of the size and/or nature of your Event, you will provide, at your expense, security personnel supplied by a reputable licensed security agency doing business in the jurisdiction in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons and shall comply with local laws applicable to such security personnel.
- 11.2. In our sole discretion, we may require that your security agency (i) sign an indemnification and insurance agreement in the form currently in use at the Civic Hall for security agencies, and (ii) provide proof of insurance in amounts acceptable to us before the security personnel will be allowed to provide services on our Civic Hall premises.

12. PROMOTIONAL CONSIDERATIONS

12.1. We have the right to review and approve any advertisements or promotional materials in connection with your Event that specifically reference the name of the Didcot Civic Hall or a name or logo owned by a subsidiary of Didcot Civic Hall. You agree that we may share your Event and Planner information with our third party providers who offer support services to groups holding meetings/functions at our Civic Hall, including audio/visual services, decorators, florists, and others.

13. IMPOSSIBILITY

- 13.1. Neither party shall be responsible for failure to perform this agreement if circumstances beyond their reasonable control (including, but not limited to, acts of God, governmental authority, declared war in the country in which the Civic Hall is located, or terrorist attacks in the city in which the Civic Hall is located) make it illegal or impossible for us to hold the Event. The affected party may terminate this agreement without liability upon providing written notice to the other party within **ten (10) days** of any such occurrence including Covid 19.
- 13.2. If the Event is properly cancelled by you due to a valid Impossibility occurrence as described above, then upon your written request, we agree to refund to you all prepaid deposits or advance payments paid by you to us without penalty, less any expenses we have incurred in preparation for the Event.

14. GOVERNING LAW AND DISPUTE RESOLUTION

14.1. The parties agree to use their commercially reasonable efforts to informally and timely resolve any dispute concerning any matter related to this agreement by presenting the dispute to senior representatives of each party for their discussion and possible resolution in the order set forth herein; *provided, however*, a dispute relating to infringement of intellectual property rights shall not be subject to this provision. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence. If within a period of thirty (30) calendar days after submission of a disputed matter in accordance with this clause, the respective senior representatives are unable to agree upon a resolution of such dispute, then either party may give notice to the other party of its intention to pursue arbitration.

15. COLLECTION / LEGAL FEES

- 15.1. The parties agree that in the event that any dispute arises in any way relating to or arising out of this agreement, the prevailing party in any arbitration or court proceeding will be entitled to recover an award of its legal fees and costs, plus pre and post judgment interest.
- 15.2. If we retain the services of a collection agency or legal representative to assist in the collection of any amounts due to us under this agreement, you will pay all expenses incurred by us in such collection efforts.

16. SUCCESSORS AND ASSIGNS

16.1. The commitments made by you will be binding on your successors and assigns. In the event that you assign, sell, convey, pledge or otherwise dispose of all or substantially all of your assets (collectively referred to as an "assignment"), by operation of law or otherwise, this agreement and the obligations herein must also be assigned to and assumed by the successor organisation, subject to our approval. In the event such an assignment is contemplated, and at least 30 days in advance of the planned close of the assignment transaction, you agree to notify us of the entities involved. We will thereafter have 20 days in which to notify you whether such intended assignment is approved.

17. DAMAGE TO THE VENUE

- 17.1. Further, the facilities contracted in the Event Agreement, including the meeting rooms, are for your exclusive use. You acknowledge and agree that this agreement does not otherwise permit you to sell or re-sell any of our facilities in any way.
- 17.2. Damage to the Venue it is the hirer(s) responsibility to protect the venue during a period of hire. The hirer(s) shall undertake to ensure (so far as is practicable) that no loss, damage, defacement or destruction is caused to any Council-owned equipment, materials, facilities or natural features. If any damage occurs or is sustained during a period of hire (other than damage or destruction which in the opinion of the Council could not reasonably have been prevented) the hirer(s) shall further undertake to reimburse the Council with any costs that might necessarily be incurred by the Council in the repair, replacement, cleaning or reinstatement required as a result of the actions of any persons attending or participating in the event. In particular but without prejudice to the foregoing:
- 17.3. The hirer(s) shall ensure that no nails, screws, etc. are driven into any part of the venue. No permanent fixing may be attached to the fabric of the building.
- 17.4. The hirer(s) shall not bring, place or erect any sign, furniture, fitting or structure nor place or fix any additional decorative lighting in or on any parts of the venue without the prior written consent from the Council.
- 17.5. All items of stock, display material or any item whatsoever used by the hirer(s) must be removed at the end of the hire period. The venue must be left in a clean and tidy condition (i.e. as found). All foodstuffs, litter and rubbish must be removed at the end of an event and placed in suitable litter receptacles. Staining to the floors

and windows must be adequately cleaned. Additional charges at £40.00 per hour plus material costs will be applied and invoiced separately if the venue is left in an unsatisfactory condition.

- 17.6. The hirer(s) shall not interfere with or make any alteration to the layout or arrangement of the venue without the prior consent of the Council. Any equipment used (subject to permission) must be returned to its original position.
- 17.7. The hirer(s) shall ensure that no alterations or additions to any electrical installations are made.

18. MISCELLANEOUS

- 18.1. The parties agree that for purposes of this agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document with signature attached or by facsimile transmission will be considered as enforceable and valid as an original signature by the party signing.
- 18.2. The effective date of communications between the parties will be determined as follows: (1) Communications sent by courier will be effective as of the date of receipt as evidenced by the courier company; (2) Communications sent by first class mail (or local equivalent), recorded delivery or registered post shall be effective as of 9:30 a.m. on the second clear day after the date of posting; (3) Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender; and (4) Communications sent by email will be effective as of the date sent.

Any provision in this agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions of this agreement, and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible to the original intentions of the parties in accordance with applicable law. The parties agree that the laws of the UK shall govern this agreement.

All personal data processed as part of this agreement shall be processed in accordance with the General Data Protection Act 2018 ('GDPR'). Insofar as Didcot Civic Hall processes personal data on your behalf it will only act on your written instructions (unless required by law to act without such instruction); ensure that all people processing the data are subject to the duty of confidence; take appropriate measures to ensure security of processing and delete or return all personal data as requested at the end of the contract. Both parties agree to assist each other in meeting GDPR obligations in relation to allowing data subjects the right to access their data and exercise their rights under GDPR, to ensure obligations relating to the security of processing are complied with and to submit to audits and inspections to ensure both are meeting their obligations under GDPR.

19. NOISE POLLUTION

- 19.1. Any event that finishes after 11pm must respect our neighbours and the noise levels in accordance with the law.
- 19.2. There is no admittance or re-admittance to the Didcot Civic Hall after 11pm. For some performances a nore-admission policy will operate throughout, please check on arrival at the venue.
- 19.3. Fire doors in the Main Hall cannot be open at any time without supervision of the manager in duty.
- 19.4. All external doors must remain closed after 10pm.

Nothing within this agreement relieves either party from their own direct responsibilities and liabilities under GDPR

The failure by a party to enforce any term or condition of this agreement does not waive that party's right to enforce that or any other term or condition at any time.

PLEASE SIGN THE FOLLOWING SHEET

ACCEPTED AND AGREED:	
Ву:	
Signature	
Name:	
Title:	_
Dated:	-
Date of booking; time and room hired –	please complete