

NWTTL Terms & Conditions of Hire

Last Updated: 6th April 2023

Definitions

- a. 'Nottinghamshire Wildlife Trust Trading Limited', henceforth referred to as 'NWTTL' means Nottinghamshire Wildlife Trust Trading Limited whose registered office is The Old Ragged School, Brook St, Nottingham NG1 1EA
- b. 'The Centre' shall be Attenborough Nature Centre at Barton Lane, Attenborough, NG9 6DY
- c. 'The Hirer' means the Company, Institution, Organisation or Individual on whose behalf this legally binding Contract is made.
- d. 'Charges' means the amounts payable by the Hirer for the hire of a room or rooms, consumables and Audio Visual/Media services as set out in the Agreement between the Hirer and NWTTL
- e. 'The Event' means the function, conference or special occasion, the date of which has been agreed by the parties and at which NWTTL is engaged to provide the Services
- f. 'Consumables' means the food, drink, wines and spirits supplied at the Event.
- g. 'Hire Period' means the period of time to hire room or rooms as agreed between NWTTL and the Hirer.
- h. 'Package' means the combined services supplied by NWTTL to the Hirer.

1. Available Facilities

- a. *Conference Room*
Accommodates up to 40 attendees for presentations/plenary sessions in theatre style (rows of chairs), board room style for up to 24 attendees up to 60 attendees for a standing/reception style event (no chairs or tables). For a hybrid event (a mix of some seating and standing) this room can accommodate up to 40 attendees.
- b. *Community Room*
Accommodates up to 40 attendees for presentations/plenary sessions in theatre style (rows of chairs), board room style for up to 24 attendees up to 60 attendees for a standing/reception style event (no chairs or tables). For a hybrid event (a mix of some seating and standing) this room can accommodate up to 40 attendees.
- c. *Café*
Accommodates up to 50 attendees for meals, and up to 100 for light buffets, drinks and presentations.

2. Access

- a. The Centre is available to hire Monday to Sunday, 9am to 5pm.
- b. Earliest access to the Centre is 8.45am and latest access is 5.15pm.
- c. Access to the Centre outside of these hours may be granted at an additional cost but only if agreed in advance.

3. Booking

- a. Applications for Centre hire will be accepted only if the nature of the function is considered appropriate by NWTTL and in sympathy with the ethos of NWTTL.
- b. Applications for Centre hire must be made in writing, at least 7 days in advance of the Event date.
- c. An Event may not be considered confirmed until written notice is given by NWTTL.
- d. NWTTL reserves the right to refuse or withdraw a booking if, in the opinion of NWTTL, the Hirer has misrepresented the purpose of the booking or is otherwise in breach of the Terms presented in this document.

4. Charges

- a. All charges for the Services will be the charges quoted by NWTTL at the time of booking (subject to any adjustment in accordance with these Terms and Conditions) or where no charge is quoted, the charge listed in NWTTL's published price list at the date of acceptance of the Hirer's booking.
- b. All charges are subject to Value Added Tax at the current rate.
- c. All payments are required in pounds Sterling.
- d. NWTTL reserves the right to require a non-refundable deposit of up to 50% of the estimate total booking cost, payable at the time of booking.
- e. NWTTL reserves the right to make additional charges for Events commencing before or running on beyond the times stated in the booking confirmation.
- f. NWTTL reserves the right to make additional charges for the removal of anything which the Hirer has brought into the Centre for the purposes of or in connection with the Event or to ensure that all rooms used are clean, undamaged and free from rubbish.
- g. Hirers shall pay the balance of any charges over and above the amounts due pursuant to the above within 30 days of the invoice date.
- h. All queries relating to amounts invoiced must be notified in writing to the Company within 7 days of the date of the Event invoice.
- i. If the Hirer fails to make payment of any charges on the due date then, without prejudice to any other rights or remedy available to NWTTL, NWTTL shall without liability to the Hirer, be entitled to cancel the provision of the Services and any orders for future Services from the Hirer and charge the Hirer for any charges outstanding and the cost of recovery thereof.

5. Inclusions

- a. Unless otherwise agreed in writing with NWTTL, the following items are included in the Charges payable for the Hire of The Centre:
 - i. The selected function room, presented in a clean and tidy state, for the duration of the Event.
 - ii. Use of fixed light and power installations.
 - iii. Provision of tables and chairs, set up in the manner required by The Hirer.
 - iv. Access to WiFi facilities.
 - v. Use of the fixed Presentation Screen and flipchart stand and paper.

- vi. Use of the 'Meeting Owl' hybrid meeting system.
- vii. An authorised representative of NWTTL to provide general and technical support and first aid cover.
- viii. Shared, non-exclusive use of other Centre facilities including the Café, toilets, external balcony area and rear Nature Garden.

6. Recharges

- a. Unless otherwise agreed in writing with NWTTL, the following items are not included in the Charges payable for the Hire of the Centre but may be available upon request at an additional charge.
 - i. **Catering, including all appliances and consumables which may be stored in the room (see section 8)**
 - ii. **Parking (see section 9)**

7. Attendees

- a. At the time of booking the Hirer shall provide details of the guaranteed minimum number of persons attending the Event on the front page of these Terms and Conditions.
- b. The Hirer shall confirm the expected numbers attending not less than 7 working days (Monday-Friday, excluding bank holidays) prior to the Event. Charges for the Services will be based on that number or the number actually attending, if greater.
- c. Where Catering forms part of the booking agreement. Dietary and allergy information must also be provided.
- d. If NWTTL provides the Services for any number less than the guaranteed minimum number NWTTL's charge to the Hirer based on the guaranteed minimum number previously advised will nevertheless apply in full.
- e. The Hirer agrees to commence the Event promptly at the time agreed with NWTTL and to ensure that those persons present at the Event vacate the room designated for it at the time stated on the booking form.
- f. NWTTL reserves the right to charge additional fees where events overrun.

8. Catering

- a. NWTTL provides catering services through its in-house café facilities. NWTTL has the sole right to the provision of the Services at the Centre and no Consumables may be brought into the Centre by the Hirer or its guests without the prior written consent of NWTTL.
- b. Where, with NWTTL's consent, Hirers consume their own beverages a corkage charge shall be applied.
- c. All Consumables offered are subject to availability. Where Consumables are not available, reasonable endeavours will be made to offer the closest available substitute.
- d. Unauthorised use of consumables or catering appliances which has not been explicitly agreed in writing with NWTTL in advance will be recorded and the cost added to the final invoice for the Event.

9. Parking

- a. Parking at the Centre is operated and managed by an external provider, Park With Ease Ltd.
- b. ANPR software is in operation at the Centre and parking incurs a compulsory charge per vehicle. This charge is payable on the day of parking via cash or card at the fixed parking payment machines, or up to 48 hours after the visit online on the Operators website.
- c. Hirers are responsible for ensuring that all Attendees are aware of the charges relating to parking at the Centre. NWTTL is unable to overturn fines incurred for non-payment of parking.
- d. Members of Nottinghamshire Wildlife Trust are eligible for free parking, their vehicles must be registered with the Trust prior to their visit.

10. Noise

- a. The hirer shall not cause or permit any excessive noise or nuisance to the occupiers of adjacent properties.
- b. Any entertainment must not exceed 90 decibels at any time.
- c. NWTTL reserve the right to refuse the hirers' entertainment choice.
- d. The function room fire exit doors must not be opened except in an emergency.

11. Smoking

- a. The Centre operates a strict non-smoking policy, this includes the use of e-cigarettes and disposable vaping products . The Hirer must ensure that no one is permitted to smoke within the confines of the building.
- b. The designated smoking area for an Event is the situated in the car park. It is kindly requested that all cigarettes butts are disposed of in ashtrays/bins provided.
- c. Smoking is not permitted to the front of the entrance lobby, in the rear Nature Garden on any of the external balconies or walkways.

12. Damages or Loss

- a. The Hirer agrees to make good any damage or loss to equipment, fixtures, fittings or services provided by NWTTL and operated by the Hirer.
- b. No alterations to the room, its fixtures, fittings or services in the nature of posters, advertisements or other such shall be affected without the consent of NWTTL.
- c. NWTTL does not accept any liability for any loss or damage which arises directly or indirectly out of the use of the equipment or the performance, unless such loss arises from the negligence of the NWTTL staff. The Hirer agrees to indemnify NWTTL against any claim for any such loss or damage.

13. Audio, Visual and Electrical Equipment

- a. Hirers are not permitted to bring any electrical equipment into the building unless it bears a valid Portable Appliance Test Certificate.

- b. NWTTL agrees to use reasonable endeavours to find a suitable replacement for any equipment hired to the Hirer which is found to be defective.
- c. The Hirer shall be responsible for any software and hardware provided by them for use in Events and NWTTL will be responsible for any software and hardware provided by them for use in Events.
- d. The Client may not grant broadcast (sound or television) or filming rights without the prior written consent of the Centre. If such consent is given, the Centre reserves the right to take part in any negotiations, to be a party to the conditions of any Agreement and to take a share in any income or publicity and the benefits derived therefrom.

14. Health and Safety

- a. The Hirer will adhere to all safety signage, information and instructions delivered by NWTTL staff. Failure to comply will result in the booking being withdrawn.
- b. The emergency exit doors must be kept clear at all times and must not be blocked by any furniture or items associated with the event.
- c. If NWTTL so requests, the Hirer shall provide a method statement and risk assessment for the activities and intended use of equipment by the Hirer.

15. Cancellation

- a. Cancellation by the Centre
NWTTL may cancel the provision of the Services to an Event and forthwith terminate this Agreement and the rights granted to the Hirer if:-
 - i. NWTTL or part of NWTTL has to be closed for reasons beyond NWTTL's control; or
 - ii. The Hirer is already in arrears with any payment due to NWTTL and/or
 - iii. The Hirer is in breach of any of these Terms and Conditions and/or NWTTL's Terms and Conditions of Hire (if any) and fails to rectify such breach within 7 days of written request so to do by NWTTL; or
 - iv. The Hirer becomes insolvent or enters into liquidation or receivership or is subject to any similar process or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof
- b. Cancellation by the Hirer
 - i. A confirmed booking shall only be deemed to be cancelled when NWTTL receives written notification of the cancellation from the Hirer.
 - ii. Where a Hirer cancels the provision of the Services, in addition to loss of the Deposit, the Hirer shall pay to NWTTL the following charges in respect of the Services (credit being given for the amount of the Deposit paid):-
Notice of cancellation received -
 - Less than 14 days prior to Function - 100% of the pre-booked total
 - Between 14-30 days prior to Function – 25% of the pre-booked total

16. Liability of the Centre

- a. The Centre accepts liability for and will indemnify clients from and against liability for and claims arising from death, injury or illness to any person caused by the negligence of the Centre, its employees or agents and paragraphs 16 (c) and 16 (d) do not apply and do not limit this liability.
- b. Subject to paragraphs 16 (c) and 16 (d), The Centre also accepts liability for and will indemnify you from and against any liability for and claims arising from any loss or damage to any property of any person who is authorised to be on the Centre's premises in respect of the event which is caused by the negligence of the Centre, its employees or agents.
- c. The Centre will have no liability under these Conditions or generally (for negligence or otherwise) for any indirect or consequential loss, of business, re Centre or loss of profit or financial loss.
- d. Any liability which the Centre has in respect of any event (including any liability due to negligence) is limited to the total amount payable by the client for the event.
- e. The Centre will not be liable for failing to do anything or delaying in doing anything because of something beyond its reasonable control such as fire, flood, power failure or industrial disputes. However, the Centre will take any such circumstance into account in looking at the charges payable and endeavour to act reasonably.
- f. The Centre takes no responsibility whatsoever for equipment brought onto site by the client.
- g. Each part of paragraph 16 operates separately. If any part is disallowed or ineffective, the other parts will continue to apply.