



# THE BUSINESS HUB FOR RENEWABLE & NUCLEAR POWER IN THE SOUTH WEST

## TERMS AND CONDITIONS Hire of Meeting Rooms

### Definitions

In these terms and conditions:

**'Booking Form'** shall mean the booking form to which these terms and conditions are attached.

**'Centre'** shall mean Somerset Energy Innovation Centre, Woodlands Business Park, Bristol Road, Bridgwater, Somerset. TA6 4FJ including its grounds and car park(s).

**'Contract'** shall mean the contract created by SWMAS's acceptance of the Hirer's booking (details of which are set out in the Booking Form).

**'Date of Meeting'** shall mean the Date of Meeting as specified in the Booking Form.

**'Hirer'** shall mean the company or other entity named as such in the Booking Form.

**'Hire Period'** shall mean between the times on the Date of the Meeting specified in the Booking Form.

**'Room'** shall mean the room shown as required by the Hirer in the Booking Form.

**'SWMAS'** shall mean SWMAS Ltd, a company incorporated and registered in England and Wales with company number 04332659 whose registered office is at Somerset Energy Innovation Centre, Woodlands Business Park, Bristol Road, Bridgwater, Somerset, TA6 4FJ, the managers of the Centre.

### 1 Event Purpose

- 1.1 The Hirer shall not use the Room, or permit the Room to be used, for any purpose other as a meeting room for business or professional purposes in keeping with the general use of the Centre.

### 2 Responsibility

- 2.1 The Hirer accepts responsibility for paying all charges, including any extra charges, arising under the Contract.
- 2.2 The Hirer shall, during the period of hire and until the Room is cleared by it and its attendees, be responsible for:-
  - 2.2.1 the efficient supervision of the Room, the orderly and safe admission and departure of persons to and from the Room and assisting SWMAS in the orderly and safe clearance of the Room in case of emergency;
  - 2.2.2 keeping the Room safe and ensuring good order and decency is maintained;
  - 2.2.3 keeping the conditions imposed from time to time by the fire officer for the Centre and ensuring that all doors giving exit from the Room shall be kept unlocked and unobstructed and immediately available for exit during the whole time the Room are in use and no obstruction shall be placed or allowed to remain in any corridor giving access to the Room;
  - 2.2.4 not exceeding the maximum capacity of the Room set out in the Booking Form
- 2.3 Should any of the Hirer's attendees refuse to, or appear unwilling to alter any aspect of their behaviour that is unacceptable to SWMAS or if the Hirer does not to comply with the above clauses, SWMAS shall be permitted to suspend or terminate the booking and require the Hirer and its attendees to leave the Room and the Centre immediately.
- 2.4 The Hirer shall observe and comply with all regulations (including fire regulations and noise levels) relating to the use of the Centre and/or its conference/meeting rooms from time to time set down by SWMAS and made known to a representative of the Hirer.
- 2.5 The Hirer shall not:
  - 2.6.1 cause or allow anything in or at the Centre giving rise to a health or safety risk;
  - 2.6.2 cause any nuisance, disturbance, annoyance or inconvenience to SWMAS or to the owners, occupiers or other users of the Centre or of any neighbouring Room;
  - 2.6.3 hold any raffle or other form of lottery in or at the Room without the Owner's prior consent and any necessary licence



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## 3 Liability

- 3.1 The Hirer shall take good care of and shall not cause any damage or permit any damage to be done to the Room or any other parts of the Centre
- 3.2 The Hirer is liable for leaving the Room in the state it was found in, removing any rubbish and any equipment or other items brought in by the Hirer or its attendees.
- 3.3 The Hirer shall inform SWMAS of any damage caused to the Room, the Centre and any of its furnishings, fittings, fixtures or equipment by the Hirer or its attendees. Such damage shall be made good by SWMAS at the cost of the Hirer and the Hirer shall inform SWMAS of any such damage at the end of the event and in any case within one working day of it occurring. The Hirer shall indemnify SWMAS on demand against the costs of repairing any such damage or replacing any damaged items.
- 3.4 The use of any equipment provided by SWMAS is at the risk of the Hirer and SWMAS accepts no liability or responsibility for it unless any damage to it is due solely to the negligence of SWMAS.
- 3.5 SWMAS shall not be liable for any personal injury or death of any person whomsoever in the course of the hire of the Room by the Hirer unless due to the negligence of SWMAS or its employees.

## 4 Restrictions

- 4.1 The Hirer shall not permit or bring into the Room any weapons, explosives, inflammable material, fireworks or other pyrotechnics.
- 4.2 No bills, placards, posters or notices of any description shall be posted on or against any part of the exterior of the Room, or inside the Room, except with the prior written consent of SWMAS.
- 4.3 The Hirer shall ensure that all electrical equipment used in the Room and provided by the Hirer meets current safety standards and has current Portable Appliance Testing (PAT) and that proof of such is provided to SWMAS if requested.
- 4.4 The Hirer is not permitted to provide its own catering, alcoholic or non-alcoholic drinks at the Room without the express written permission of SWMAS.

## 5 Furniture/Equipment

- 5.1 All furniture, apparatus, appliances, equipment and other supplies brought or sent to the Room by or on behalf of the Hirer shall be unloaded, placed in position and removed by the Hirer at such time or times as SWMAS may direct.
- 5.2 No fittings or equipment belong to SWMAS or forming part of the Room shall be moved or removed without the prior written consent of SWMAS and the Hirer must comply with all directions of SWMAS relating to seating / furniture/equipment arrangements in the Room.
- 5.3 Furniture or equipment moved or brought onto the property with the consent of SWMAS shall be taken away or placed in its original place by the Hirer before leaving the property.

## 6. Animals and Pets

- 6.1 No animal, other than a guide dog in the charge of a blind person, may be brought onto the Room or into the building of which the Room form part without the prior written consent of SWMAS.

## 7. Smoking Policy

- 7.1 SWMAS operate a strict no-smoking policy throughout the Centre. This must be strictly adhered to. No smoking is permitted in or on the Centre other than in any designated external areas.

## 8. Services

- 8.1 SWMAS will not accept any liability for any costs connected with services arranged directly by the Hirer with other providers.



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- 8.2 SWMAS will allow the use of the Centre’s car park for the parking of motor cars on a ‘first come, first served’ basis during the period of hire provided all parking is within the clearly marked parking spaces. No warranty is given or implied that there will be sufficient spaces in the Centre’s car park for all of the Hirer’s attendees.
- 8.3 SWMAS Ltd will at their own expense provide for the normal and reasonable heating and lighting of the Room but shall not be responsible for any failure thereof or defect to the heating and/or lighting or loss or damage resulting there from unless due solely to their negligence or of their servants or agents.

**9. Using the SEIC or SWMAS Ltd names or logos without permission**

- 9.1 The Hirer may not use the name of The Somerset Innovation Centre or SWMAS or the logos of either, or any photographs of the Centre, internal or external, without SWMAS’s prior written permission.

**10. Security**

- 10.1 The Hirer will be responsible for all aspects of security surrounding its use of the Room.

**11. Health & Safety**

- 11.1 The Hirer is responsible for ensuring that all its attendees comply with all laws and byelaws relating to Health and Safety requirements.

**12. Cancellations**

- 12.1 SWMAS shall not be liable for any circumstances beyond its control, which may cause the Room or any part to be temporarily closed or the hiring to be interrupted or cancelled.
- 12.2 If the Hirer wishes to cancel the booking, it must give as much prior notice as is reasonably possible. Notice to cancel must be given in writing to SWMAS at the Centre.
- 12.3 SWMAS reserves the right to cancel the booking and terminate the Contract without liability to the Hirer if the Hirer is in arrears in relation to previous payments due to SWMAS or if SWMAS becomes aware of any significant change in the Hirer’s circumstances or issues relating to the booking that would adversely affect the reputation of SWMAS or the Centre should the booking proceed.
- 12.4 If the Hirer cancels the Booking, it may be liable to pay charges. This and the amount of charge (if any) will depend on the amount of written notice of cancellation given to SWMAS and will be a percentage of the total booking fee calculated from the following table:

Room Type	0-1 working days	2-5 working days	6-10 working days	10 days + working days
Meeting Room	100% charge	No charge	No charge	No charge
Board Room	100% charge	50% charge	25% charge	No charge

**13. Payment**

- 13.1 Charges for the hire shall be calculated based on the rates set out in the Booking Form.
- 13.2 The Hirer will pay the said charges within 14 days of the date of the invoice and in any event prior to the Date of the Meeting. If payment of the invoice is not made in full and on time, SWMAS may charge interest at a rate of 8.5% pa on all outstanding sums and recover any other costs incurred by it as a result of the Hirer’s default.

**14. Hire Period**

- 14.1 The Hirer shall leave the Room by the expiry of the Hire Period. If it has not done so, the Hirer will be required to pay SWMAS a surcharge based on SWMAS’s normal hire charge for the room until the Room has been cleared.