

# PHE Training Centre - Hire Terms and Conditions

## 1 Definitions

In these terms and conditions the following definitions will apply: -

- 'PHE' means Public Health England, Chilton, Didcot, Oxon, OX11 0RQ
- 'The Hirer' means any party that reserves or has reserved on its behalf or uses any of the facilities.
- 'Facilities' means any of the facilities of the PHE Training Centre and in particular those specified in the Confirmation.
- 'Booking' means the request by the Hirer for the provision of facilities under these terms and conditions. The details completed on the booking request form shall, save any modifications or variations agreed to in writing by PHE, form part of the agreement between PHE and the Hirer.
- 'Confirmation' means the written acceptance issued by PHE to the Hirer upon receipt of the booking form.
- 'Fee' means the charge for the use of the facilities as specified in the Confirmation and is subject to VAT as appropriate.

## 2 Booking

2.1 Booking Confirmation will occur once a completed Booking form is received.

2.2 In some circumstances a deposit may be required before a Booking can be confirmed.

The Hirer will be advised if this is the case on application.

2.3 Bookings may be held on a provisional basis, subject to availability, for up to 10 (ten) working days by which time the booking should be confirmed in writing. PHE do not guarantee to hold provisional bookings beyond 10 days and reserve the right to cancel such provisional bookings without notice.

2.4 The purpose of hire must be detailed in the Booking form.

2.5 PHE, at its discretion and without giving any reason, can refuse to let the premises to the Hirer.

## 3 Payment

An invoice for the room hire Fee due, plus additional charges, to include (but not restricted to) refreshments, meals, badging and additional Facilities requested, will be rendered after the date of hiring and due for settlement within twenty-eight (28) days of issue.

## 4 Numbers

Where meals, refreshments and/or name badges are required, the Hirer shall confirm final numbers/names not less than five (5) working days prior to the commencement of the hiring. The amount payable by the Hirer shall be calculated on the final number confirmed or the number actually provided, whichever is the greater.

## 5 Hours of Hire

5.1 Normal hours of hire are between 08.30 and 17.00 Monday to Thursday and 8.30 and 16.30 on Friday. All delegates should have vacated PHE premises by the end of the Booking.

5.2 PHE will levy an additional Fee for any extensions to, or hire outside these times (details available on request).

## 6 Booking Variations

6.1 Any request for a variation to the Booking must be made in writing (this includes any proposed variation to the change of purpose of hire), and shall be subject to acceptance and written confirmation by PHE.

6.2 PHE reserves the right to decline any variation to the Booking, at its discretion and without giving a reason to the Hirer.

6.3 Any variation to the confirmed requirements of hire made less than twenty (20) working days prior to the hiring shall only entitle the Hirer to a reduction of the Fee at the discretion of PHE.

## 7 Additional Facilities

7.1 Facilities in addition to those detailed in the Confirmation may be requested at any time up to the date of hiring. PHE shall be under no obligation to provide such Facilities, but shall make reasonable efforts to meet the Hirer's request.

7.2 PHE shall be entitled to payment for the provision of the additional Facilities at the rates prevailing at the time of hire, or as otherwise agreed with the Hirer.

## 8 Cancellation

### 8.1 Cancellation by the Hirer

In the event that the Hirer wishes to cancel a confirmed Booking immediate notice should be given to PHE in writing. The period of notice shall be regarded as effective from the date that written notification is received. The following cancellation charges shall apply: -

#### Period of notice Charge

21 or more working days £40.00 + VAT

6 - 20 working days (inclusive) 50% of fee or £40.00 whichever is greater (+ VAT)

5 working days or less 100% of fee (+ VAT) + additional costs eg, meals

### 8.2 Cancellation by PHE

PHE may cancel the hiring without penalty or liability to the Hirer in the event that:

8.2.1 The deposit has not been received by PHE in accordance with Clause 3.1; or

8.2.2 The Hirer has in the opinion of PHE, misled or made material misrepresentation to PHE, whether intentional or otherwise, regarding the purpose of the hire; or

8.2.3 PHE reserves the right to cancel any Booking due to circumstances beyond its control, and PHE's liability shall be limited to the refund of fees paid.

PHE will not be liable for any loss or damage arising from cancellations.

## 9 Liability

9.1 PHE shall be responsible for death and personal injury caused by PHE's negligence or breach of the contract.

9.2 Subject to the limit set out in Clause 9.4, PHE shall be responsible for physical damage to the property of the Hirer caused as a result of PHE's negligence or breach of contract.

9.3 PHE shall in no event be liable to the Hirer for indirect or consequential loss howsoever arising, including loss of profit, damage to reputation and loss of business.

9.4 Subject to Clause 9.1 above, PHE's entire liability for any damage or loss arising in connection with its performance of this contract shall in no event exceed the Fees paid by the Hirer for the hire of the Facilities.

9.5 The Hirer shall indemnify PHE for any loss, damage or injury caused to PHE property or employees resulting from negligence or breach of contract by the Hirer.

#### **10 Compliance with Safety Instructions**

10.1 It is the Hirer's responsibility to ensure PHE's safety and security instructions are complied with at all times during the hiring.

10.2 The Hirer shall make every reasonable effort to ensure that no areas are entered outside those specified in the confirmation or as otherwise agreed with PHE's representatives.

10.3 The Hirer shall not use any electrical equipment or laser pointers on PHE's premises, other than that provided by PHE, without the prior approval of PHE's representatives.

#### **11 Sub-letting**

The Hirer shall not sub-let the hired Facilities, including exhibition spaces, to a third party without PHE's prior written consent.

#### **12 Jurisdiction**

Every contract to which these conditions apply, shall be governed by and construed in accordance with the laws of England and Wales and the exclusive jurisdiction of the English and Welsh courts.