1. DEFINITIONS

1.1. “Skills for Care Ltd” and “We” means the business arm of Skills for Care (trading as Skills for Care Solutions Ltd. Further details can be found at www.skillsforcare.org.uk

1.2. “Hirer” or “You” is the person(s) or corporate body or unincorporated association legally responsible for the hire of the room(s) and payment.

1.3. “Hire Agreement” means the accepted proposal agreement between Skills for Care and the Hirer for a specific booking or a series of bookings (each an Event).

1.4. “Booking Confirmation” is the final document formally validating the Room Hire booking between both parties.

1.5. “Guest” means the Hirer or any person invited or permitted access to the Premises by the Hirer.

1.6. “The Premises” is the building defined as the address of The Premises in which the hired Rooms are situated “Lynton House 4th Floor, 7-12 Tavistock Square, Bloomsbury, London WC1H 9LT. Tel: 02073838910”. The hired part is defined as that part hired under the terms of the Hire Agreement. The Premises is Skills for Care office.

1.7. “Contract” is the formal agreement documents comprising the signed Terms & Conditions, Hire Agreement and Booking Confirmation.

1.8. “Services” is the hire of meeting Rooms and/or functions and the provision of Services to be provided by Skills for Care including catering, technical and business services.

1.9. “Event” or “Room Hire” is any type of Room booking that is within The Premises to be hired by the Hirer under the Hire Agreement.

1.10. “Hire Charge” is the charge payable by the Hirer for the hire of the Room(s) and the provision of Services as set out in the Hire Agreement.

1.11. “Hire Period” is the Period specified as such in the Hire Agreement.

2. Bookings and Confirmations

2.1. Hirer may book Rooms in advance up to 6 months. Hire Charges will be charged in line with the price lists effective at the time of Hire Period.

2.2. Skills for Care facilities are offered to a great variety of organisations and The Premises offer a valuable, moderately prestigious and safe meeting place in an excellent location with good transport links from the main train and tube stations with a wide range of hotels within the vicinity.

2.3. The Hire Agreement shall specify the “anticipated number” of guests the Hirer expects to attend the meeting or Event.

2.4. The ‘final’ number of Guests must be notified to Skills for Care at least 3 working days prior to meeting or Event date. Any changes after this may be accepted and incur extra charge.

2.5. The chargeable amount will be calculated according to the highest of either the minimum agreed numbers or final numbers.

2.6. The Hirer must ensure that any extra numbers do not exceed the maximum numbers for the room requested for health and safety reasons.
2.7. **Skills for Care** reserve the right to refuse the proposed booking if:
   a) Contravention of fire or health & safety regulations may reasonably be anticipated
   b) Misbehaviour has occurred at a previous meeting on **The Premises** organised by the Hirer.
   c) The Hirer persistently breaches **Skills for Care** Room Hire Terms & Conditions.
   d) Violence or the encouragement of violence at the meeting may reasonably be anticipated.

2.8. **Skills for Care** will make a decision whether such a booking will be refused on a case-by-case basis with regards to the circumstances at the time of the booking.

2.9. It is the Hirer’s responsibility to ensure that the Room(s) and **Premises** are suitable for the Hirer’s intended use. Any booking requirements that may affect suitability for the Hirer should be discussed with **Skills for Care** before confirming the booking.

2.10. Viewing of the Rooms and facilities are welcomed when pre-arranged with **Skills for Care** via email at Reception.London@skillsforcare.org.uk or on 020 7383 8910.

2.11. Unless otherwise stated, all prices quoted are exclusive of any applicable value added tax.

**Provisional Bookings:**

2.12. Bookings are regarded as provisional when **Skills for Care** is in receipt of a completed booking form and bookings can generally be held for up to 2 weeks until we receive the signed Hire Agreement form from the Hirer.

2.13. If other enquiries are received for the same date, **Skills for Care** may contact the Hirer earlier for confirmation prior to making a decision.

2.14. Bookings not confirmed within 10 working days may be released. **Skills for Care** reserve the right to release the reservation if the booking form is not received.

**Confirmed Bookings:**

2.15. Once the **Hire Agreement** is signed, all provisions reserved on behalf of the Hirer will be confirmed subject to the **Contract** and the **Hirer** providing a Purchase Order Number.

2.16. Payment of applicable deposit is required within 2 weeks of the Provisional Booking to secure the Room. Email confirmation should be sent to Reception.London@skillsforcare.org.uk

2.17. Final Room setup, equipment and catering requirements, including final numbers are to be supplied by Hirer at least 4 working days prior to the Hire Period commencement.

2.18. When confirming a booking, the Hirer acknowledges and agree to Skills for Care Terms Conditions of Room Hire which form part of the Hire Agreement.

2.19. **Skills for Care** reserve the right to hire the Room(s) to other interested parties if confirmation and payment of any applicable deposits are not received within 10 working days (2 weeks) of the Provisional booking.

**3. Payments**

**Deposits:**

3.1. Room Hire bookings only, a 50% deposit of the value of the Room for the Hire Period is required with the Booking Confirmation.

3.2. Deposit amounts may be amended for existing Hirers who regularly use our meeting Rooms (minimum of 10 per year) - this will be confirmed by Skills for Care in writing.

3.3. All bookings with catering are subject to a cleaning charge of £50 plus VAT.

**Final Payments:**

3.4. The Hirer agrees and accepts to make payment for balance of the Room Hire and the Services in the **Hire Period** at the prices specified. Final invoice will be issued within 5 working days (1 week) prior to the Event and payments should be made by return.

3.5. If the meeting or Event is to take place within 30 calendar days of booking, the full amount must be paid with the return of the signed **Hire Agreement**.

**Late Payments:**

3.6. Where invoices remain unpaid for a period exceeding 30 days from date of invoice, this will be

3.8. **Skills for Care** reserve the right to refuse future bookings until invoice(s) are settled and may request full prepayment on all subsequent bookings.

### 4. Cancellation Policy

**By Skills for Care:**

4.1. **Skills for Care** reserve the right to increase its Hire Charges and services.

4.2. **Skills for Care** will take all reasonable steps to fulfil the reservation to the best of its ability and in accordance with the details provided. However, **Skills for Care** reserve the right to provide alternative services of at least, an equivalent standard at no additional cost(s) to the client.

4.3. Notwithstanding anything contained in these terms, **Skills for Care** will not be liable for any failure to perform its obligation to the client in whole or part as a result of any of the following circumstances:

i) Strikes and other industrial actions/disputes

ii) Fire and/or floods at or near the Premises or Epidemic

iii) Civil or political action or disturbance, disputes or commotions

iv) War or threat of war

v) Misconduct or negligence of a Guest or external third party

vi) Terrorist activity (threatened or actual) or potential for terrorist activity

vii) Military activity, governmental or regulatory action

viii) Act of God

ix) Legal action against **Skills for Care**, not resulting from its negligence, preventing the supply of Services

**By the Hirer:**

4.4. If the **Hirer** has to cancel or postpone a confirmed meeting or Event or part of the Event, e.g., catering, or duration of the meeting/Event or the hire of room, cancellation charges may apply in accordance with Sections 4.5 to 4.9 below.

4.5. Any cancellation of a confirmed booking must be in writing (which can be in an electronic form) from the **Hirer** and will take effect from the date of receipt by **Skills for Care** between 9am and 5pm, incurring the following charges as set out in the table below:

<table>
<thead>
<tr>
<th>Period before Hire date</th>
<th>Room Hire Cost</th>
<th>Catering Services</th>
<th>Equipment Hire (In House)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within 6 months (120 working days)</td>
<td>NIL</td>
<td>NIL</td>
<td>NIL</td>
</tr>
<tr>
<td>Within 3 months (60 working days)</td>
<td>NIL</td>
<td>NIL</td>
<td>NIL</td>
</tr>
<tr>
<td>Within 1 month (20 working days)</td>
<td>25%</td>
<td>NIL</td>
<td>NIL</td>
</tr>
<tr>
<td>Within 2 weeks (10 working days)</td>
<td>75%</td>
<td>25%</td>
<td>25%</td>
</tr>
<tr>
<td>Within 1 week (5 working days)</td>
<td>100%</td>
<td>50%</td>
<td>50%</td>
</tr>
</tbody>
</table>
4.6. All cancellations are excluding VAT.
4.7. A deposit may be transferred to another date within 6 months of the original Hire Period if there is availability. Once a deposit has been transferred to another date, no further transfer date will be permitted.
4.8. If Skills for Care are able to hire out the available room(s) from a cancelled booking, the cancellation charge(s) will be waived.
4.9. In addition to the cancellation charges due under this Section 4, the Hirer shall reimburse Skills for Care for all expenditure incurred in respect of any cancelled booking including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellations of its own arrangements with third parties in relation to the confirmed booking.
4.10. Provisional Bookings do not incur any cancellation fees.

5. Use of Rooms, Premises and Equipment

Catering:
5.1. Skills for Care uses preferred catering suppliers, but the Hirer is permitted to provide own catering and should inform Skills for Care of this arrangement.

Additional Services:
5.2. A list of Services and technical requirements is attached to the Room Hire list and these are not included in the Room Hire charge and will be separately itemised on the Hirer’s invoice. Please note that VAT at the applicable rate, will be applied to all catering, technical and business service costs incurred.

Health & Safety:
5.3. The Hirer must ensure that The Premises are safe for the purpose for which they intend to use them and shall be responsible for ensuring all activities performed in the Room(s) give reasonable consideration to other users of The Premises.
5.4. Fire and safety regulations are to be observed – copy accompanying the Hire Agreement. Hirers should familiarise themselves with the location of the fire exits and fire appliances.
5.5. Access to all doors must be kept clear at all times.
5.6. There are 5 Fire Wardens in The Premises and in the event of a fire, the Hirer shall liaise with them to ensure their Guests are accounted for, their safety taken in to consideration and also ensure all steps taken to evacuate The Premises as stipulated in the Fire Evacuation Procedures.
5.7. Skills for Care operate a ‘No Smoking’ Policy within The Premises.
5.8. Candles or naked flames are not allowed on The Premises.
5.9. The maximum capacity of each Room is not exceeded.
5.10. Registration tables outside the hired Room(s) to be agreed with Skills for Care before the Hire Period to ensure health and safety regulations are complied with.
5.11. If any person invited or permitted access to The Premises by the Hirer is a wheelchair user or is mobility challenged, the Hirer shall request a copy of ‘Skills for Care ‘Personal Emergency Evacuation Plan’ (PEEP) form. This must be completed and returned to Skills for Care along with the Hire Agreement form.

Insurance:
5.12. The Hirer agrees to accept full responsibility for and to indemnify Skills for Care against all claims in respect of any accident, loss or damage (including personal injuries) in any hired part of the Premises.
5.13. The Hirer, at their own cost, shall obtain and maintain, in full force during the Hire Agreement, Public Liability Insurance and Third Party Liability Insurance.
**Damage:**

5.14. The Hirer shall be liable for any loss or damage to Skills for Care properties including walls, light fittings and equipment (including items hired for their use) or injury to any person including Skills for Care staff during the Hire Period.

5.15. The cost of making good any damage done to The Premises or equipment will be invoiced to the Hirer.

5.16. Skills for Care accepts no liability in respect of any loss, theft or damage, howsoever or by whomsoever caused, of or to any goods or property whatsoever of the Hirer in or upon The Premises.

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**6. Media, Advertising and the Distribution or Sale of Literature or Publication**

6.1. The Hirer will obtain prior permission from Skills for Care to carry out any of the following activities in The Premises:

i) Organise or carry out any TV or Radio recordings, broadcasts or interviews, live video links or any other video/audio recording, photography for external publication or distribution.

ii) Use of Skills for Care address as RSVP address for the Hirer’s Event or meeting.

iii) Use of Skills for Care address to distribute advertising or promotional materials for Hirer’s Event.

iv) Affix bills, posters or banners to any wall or fabric of The Premises.

v) Sale of books or any publications of the Hirer on The Premises.

6.2. Skills for Care reserve to itself the sole right to sell books and any other publications on The Premises.

6.3. Free distribution of literature or publications of the Hirer must be conducted in the hired part of The Premises only.

6.4. The Hirer is responsible for obtaining any performing rights or copyright licenses or other permissions necessary for the activities allowed to be conducted on The Premises during the Hire Period.

6.5. A copy of any necessary license(s) or permission(s) must be provided to Skills for Care.

6.6. The hire of a Room does NOT carry with it any implicit or implied endorsement from Skills for Care and the Hirer is not permitted to make any claim for endorsement.

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Name of Hirer: [ ] Signature: [ ] Date: [ ]

Skills for Care: [ ] Signature: [ ] Date: [ ]