

# Booking Terms and Conditions Children's Party

## 1. Definitions

The following definitions apply for the purposes of these Children's Party Booking Terms and Conditions.

### Conditions

means these Terms and Conditions.

### Centre

means the Wodson Park Sports & Leisure Centre, Wadesmill Road, Ware, Hertfordshire, SG12 0UQ, including all its buildings, pitches, courts, car parks, athletics track and all other land and structures within its curtilage.

### General Manager

means the General Manager of the Centre.

### Premises

means all areas of the Centre designated by the General Manager as suitable for holding Events including The Wadesmill Suite, The Old Charm Bar, the Sports Halls, Athletics Track, and outdoor sports facilities.

### Event

means the Children's Party for which the Hirer intends to use the Premises, as detailed in the Booking Form.

### Hirer / You / Your

means a responsible adult of over 18 years of age, a firm, company, or other organisation specified in the Booking Form, who confirms the Event Booking in writing, and who is, therefore, ultimately responsible for the payment of all charges incurred.

### We / Us / Our / Wodson Park

means The Wodson Park Trust.

### Location

means that part, or parts of our Premises hired by the Hirer for the Event, as detailed in the Event Booking Form.

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## Event Booking

means a contractual hire period for the use of a Location for the purposes of hosting an Event, including a nominal time period before and after the Event to enable setting out and clearing away of personal effects.

## Event Booking Form

means the form attached to and comprising part of this Agreement confirming the date and time booked for the Event, the Location, the Charge, the minimum and maximum number of persons attending the Event, the food and beverage, and any other requirements.

## Charge

means the total charge for the hire of the Location, including the charges for any food and beverage, and any other requirements.

## 2. Our Rights

- 2.1 We reserve the right to modify or change these Conditions, any rules or documents referred to in these Conditions, and any of our Policies at any time. We will notify you in writing of any such modification and changes, which will become effective from our prescribed implementation date.
- 2.2 All Children's Party prices are correct at the time of our quoting, and are subject to change without notice. We may, acting reasonably, vary any prices stated within our Price Lists or these Conditions by written notice to you, in order to account for any changes in our underlying costs (e.g. power supply costs, and third-party supplier charges).
- 2.3 This version of our Terms and Conditions is effective from 3<sup>rd</sup> April 2022.

## 3. Our General Booking Conditions

- 3.1 These Conditions form the basis of an Event Booking Agreement between the Hirer and Wodson Park. We will not enter into, accept, or sign any third party's terms and conditions.

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- 3.2 These Conditions will not be varied except in writing and agreed by both you and us.
- 3.3 We reserve the right to decline this and any Event Booking or part thereof at any time without liability.
- 3.4 All Event Bookings are provisional until confirmed by our receipt of a non-refundable deposit, a 'Damage Deposit' (where applicable), AND a signed Children's Party Booking Form (from you) agreeing to these Conditions on or before the due date, as agreed. A Provisional Booking will only be held for seven (7) days, and if unconfirmed, it will be released without notice.
- 3.5 If, at any time, we do not exercise any right or rights conferred under these Conditions for any reason, this will not prevent us from successfully exercising this right or rights in the future.
- 3.6 You agree on signature and return of the Children's Party Booking Form to our General Manager to be bound by these Conditions and any special Conditions attached. This is a legally binding Agreement and if you are in any doubt as to the Conditions herein contained you should seek independent legal advice. We reserve the right to refuse any Event Booking at our absolute discretion.
- 3.7 The validity, construction and performance of these Conditions and this Agreement will be governed by English law.

## 4. Booking a Children's Party

- 4.1 All Children's Party Bookings must be confirmed in writing.
- 4.2 To secure your Children's Party Booking, you shall, within seven (7) days of your initial reservation:
- pay a **non-refundable deposit of £25.00**; and
  - pay a **'Damage Deposit' of £150.00** (where applicable).

Where applicable, your Event 'Damage Deposit' will be fully refunded within twenty-eight (28) days after the date of your Event, subject to any costs we incur arising from any losses or damage caused by you, your guests, invitees, and any other person attending your Event.

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- 4.3 You shall pay the balance of your Event Booking Charge by **no later than twenty-eight (28) days prior to the date of your Event.**
- 4.4 Your failure to comply with our aforementioned Event Booking deposit and payment requirements (clauses 4.2 and 4.3 above) may result in your Event Booking being cancelled.
- 4.5 You shall be liable for any additional expense incurred by us if your Event Booking overruns your agreed hire period of our Premises.
- 4.6 You may not sub-let your Event Booking.

## 5. Number of Persons attending your Event

- 5.1 Your Event Booking Form should confirm the anticipated number of people attending your Event.
- 5.2 You shall confirm the actual number of people attending your Event by advising our General Manager in writing (by post or e-mail) by no later than seven (7) days before the date of your Event.

## 6. Cancelling an Event

- 6.1 Any notice of cancellation of your Event Booking must be made in writing (by post or e-mail) to our General Manager, and arrive prior to the date of your Event.
- 6.2 We reserve the right to impose an Event Cancellation Fee, for any Event Booking that has been confirmed in writing (by you – clause 4.1 et seq. above), and you subsequently cancel.

### Cancellation of your Children's Party by You

- 6.3 If you have to cancel your Event Booking, we may charge an Event Cancellation Fee, which is payable on demand.

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- 6.4 Our Event Cancellation Fee is calculated from our estimated Net Fee (i.e. your estimated Total Event Charge) as detailed in our Final Estimate (to you) as follows:
- a) 0% of our estimated Net Fee, if your cancellation is more than twenty-six (26) weeks of the date of your Event;
  - b) 10% of our estimated Net Fee, if your cancellation is more than thirteen (13) weeks, but not more than twenty-six (26) weeks of the date of your Event;
  - c) 25% of our estimated Net Fee, if your cancellation is more than thirty (30) days, but not more than thirteen (13) weeks of the date of your Event;
  - d) 50% of our estimated Net Fee, if your cancellation is more than seven (7) days, but less than thirty (30) days of the date of your Event; and
  - e) 100% of our estimated Net Fee, if your cancellation is seven (7) days, or less than seven (7) days of the date of your Event;
- 6.5 Should we receive another Event Booking for the date (of your Event) after your cancellation of your Event Booking, all, or a portion of your advance deposit and cancellation fee may be refunded to you, at our absolute discretion.

### **Cancellation of your Children's Party by Wodson Park**

- 6.6 We reserve the right to cancel your Event Booking in the event of you failing to perform any of the obligations contained within this Agreement.

## **7. COVID-19 and Pandemics**

- 7.1 Both you and we agree to comply with any official guidance from the UK Government in relation to any pandemic (including COVID-19), and to notify the other promptly of any impact such a pandemic may have on the performance of our respective obligations under these Conditions and your Event Booking agreement.
- 7.2 You agree to comply with, and ensure that you, your guests, invitees, and any other person attending your Event comply with any measures that we may communicate to you, to ensure the safety of our staff and customers, and you, your guests, invitees, and any other person attending your Event.

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- 7.3 Without limiting the aforementioned general Health and Safety obligations, (clause 7.2 above) we may take and require you to comply with all reasonable measures, for example:
- a) imposing a maximum number of persons who may attend your Event;
  - b) limiting the quantity and/or type of food or drink that may be available at your Event, or changing the means by which food and drink may be served (e.g. replacing a buffet service with table service);
  - c) imposing specific requirements regarding the use of personal protective equipment (for you, your guests, invitees, and all other persons attending your Event) for example:
    - the wearing of masks;
    - the use of hand sanitiser;
    - specific person 'distancing' procedures;
  - d) limiting any planned entertainment for your Event; and
  - e) designating alternative entrance and exit routes within our Centre to your Event Location.
- 7.4 We reserve the right to revise your Event fee to reflect any measures taken (e.g. if your buffet service is replaced by table service) and will notify you as early as is reasonably practicable of any such revisions.
- 7.5 If we are obliged to close our Centre or our Premises due to Government pandemic-related restrictions, or if we decide to close our Centre or our Premises due to our own safety concerns, we will seek to agree an alternative date for your Event with you. If we are unable to agree an alternative date for your Event, your Event Booking will be cancelled, and your Deposits will be returned to you. We will have no liability to you in connection with any such changes in your Event date or the cancellation of your Event.

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- 7.6 If you choose not to proceed with your Event for other reasons connected with a pandemic (e.g. regional lockdowns not affecting East Hertfordshire, or you not wishing to hold your Event whilst physical distancing measures are in force) you must provide us with notice of your cancellation of your Event, stating your reasons, at least fourteen (14) days prior to the date of your Event. We will seek to agree an alternative date for your Event with you, but if such an alternative date cannot be agreed, then you will be deemed to have cancelled your Event (under clause 6.3 above) and we will charge you a Cancellation Fee.

## 8. Force Majeure

- 8.1 If for any reason beyond our control, but not limited to strike, labour dispute, accident, act of war, act of God, fire, flood, or other emergency condition, we are unable to perform our obligations under this Agreement, such non-performance is excused and we may terminate this Agreement without further liability of any nature, upon return of your deposit. In no event shall we be liable for consequential damages of any nature for any reason whatsoever.

## 9. Food and Beverage

### Children's Party Food and Beverage supplied by Wodson Park

- 9.1 If you have requested on your Event Booking Form that we provide the food and beverage for your Event, you shall agree to confirm to our General Manager in writing (by post or e-mail) the final number of guests attending your Event by no later than midday, three (3) days prior to the date of your Event.
- 9.2 If the final number of guests attending your Event is not confirmed by midday, three (3) days prior to the date of your Event Booking, we reserve the right to charge you for the original estimate of guests attending your Event as printed on our latest catering estimate sent to you, or the actual number of guests who attend your Event, whichever is the higher.
- 9.3 Please note: it is not always possible for us to cater for an unexpected increase in the number of guests attending your Event at short notice.

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## Children's Party Food and Beverage supplied by You

- 9.4 You shall ensure that our General Manager is advised in writing (by post or e-mail) of any food or beverage that you, or your guests, invitees, or any other person attending your Event intends to bring into our Centre, by no later than three (3) days before the date of your Event Booking. We reserve the right to refuse permission to bring food or beverage into our Centre.
- 9.5 You will not be allowed any use of, or access to, our Centre's kitchen and refrigeration facilities at any time. If you provide your own food and beverage for your Event, you shall ensure that any food and beverage brought into our Centre is stored appropriately, and complies with the EU Food Information to Consumers (FIC Regulations) regarding the labelling of specific allergen content.
- 9.6 You shall not bring or use your own kettle or coffee making equipment within any part of our Centre.
- 9.7 We do not allow the use of professional external catering companies within our Centre.

## Alcohol

- 9.8 You shall ensure that no alcohol is brought into our Centre by you, or your guests, invitees, or any other person attending your Event.
- 9.9 You shall inform your guests, invitees, and any other person attending your Event that only alcohol supplied by Wodson Park may be consumed within our Centre.
- 9.10 You shall advise our General Manager in writing (by post or e-mail) by no later than three (3) days before the date of your Event Booking if you wish our bars to be opened to enable your Event guests, invitees, and anybody else attending your Event to purchase/consume alcohol within our Centre.

## 10. Equipment / Safety

### Contractor's Equipment

- 10.1 We cannot accept responsibility for any equipment, provided by, for, or on your behalf, that is left unattended prior to, during, or after your Event Booking.



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## Fire Safety

- 10.2 No smoking is allowed in any part of our Centre.
- 10.3 You shall ensure that there is no interference whatsoever with our fire extinguishers, or any other piece of our fire fighting equipment except in the case of an emergency, during your Event Booking.
- 10.4 You shall keep every corridor, passage, and exit of our premises clear of obstruction and ready for use in an emergency.
- 10.5 The use of fireworks, smoke machines or similar devices, drones, helium filled balloons, glitter guns, string guns, paper confetti guns, candles, naked flames, or anything similar is not permitted in any part of our Centre.

## Portable Electrical Appliances

- 10.6 Wodson Park requires all electrical equipment used within our Centre to comply with the Institution of Engineering and Technology's '*Code of Practice for In-Service Inspection and Testing of Electrical Equipment*', 5<sup>th</sup> Edition, 2020, (IET Code of Practice) as amended, and all other appropriate regulations and safety standards.
- 10.7 You shall ensure that all portable electrical equipment (including extension leads) brought into our Centre by you, your guests, invitees, and any other person attending your Event has been tested during the previous twelve months by a qualified engineer in accordance with the current IET Code of Practice, and bears a dated sticker confirming the date of the relevant Portable Appliance Test (PAT) Certificate.
- 10.8 You shall advise our General Manager in writing (by post or e-mail) by no later than seven (7) days before the date of your Event Booking if you, your guests, invitees, and any other person attending your Event intends to bring any portable electrical equipment into our Centre, and provide evidence of all relevant portable electrical equipment PAT certificates, (and/or relevant receipts for any portable electrical equipment less than twelve (12) months old).

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- 10.9 We reserve the right to inspect all portable electrical equipment brought into, and/or used within our Centre by you, your guests, invitees, and any other person attending your Event, and to require evidence of all relevant PAT certificates, and/or equipment receipts for portable electrical equipment items less than twelve (12) months old.
- 10.10 We reserve the right, at our sole discretion, to require that any portable electrical equipment (with or without a relevant PAT certificate) shall not be used within our Centre, and if we think fit and reasonable, we may require such equipment to be removed from our Centre.

## 11. Alteration / Damage

### Wodson Park's Property

- 11.1 You shall take all reasonable precautions to ensure that no damage occurs to any property of our Centre, or of our members of staff and our contractors. In the event of any damage occurring, we reserve the right to render you liable for the replacement or repair of any or all property damaged.
- 11.2 In the event of any of our Centre's members of staff being injured by you, your guests, invitees, or any other person attending your Event, you shall be liable for any claims arising therein.
- 11.3 You shall ensure that nothing is fixed to the floors, walls, ceilings or any other interior or exterior part of our premises by means of nails, screws, drawing pins, Sellotape, tape, glue, 'Blue Tac', 'Velcro' strips, staples, or any other means unless agreed by our General Manager in writing (by post or e-mail) by no later than seven (7) days before the date of your Event Booking

### Insurance of Your Personal Property

- 11.4 You acknowledge that your personal property, including any objects, equipment, furniture, stock, or other property of any sort will remain under your control and care whilst you use our Centre, and that you are in the best position to insure such property, and accordingly it is reasonable for us to exclude liability for such property to the extent excluded hereby.

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## 12. Conduct

### Your Responsibilities

- 12.1 You, your guests, invitees, and any other person attending your Event must refrain from any behaviour that would bring Wodson Park into disrepute or cause discomfort / risk to others. You shall ensure that your Event is conducted in an orderly fashion without causing a nuisance, and in full compliance with our Centre's directives and requirements, and with all applicable laws, ordinances, and regulations.

### Our Rights to Exclude or Eject Persons

- 12.2 We reserve the right to exclude or eject, as we think fit and reasonable, any persons from our Centre whom we consider objectionable (including any persons engaged by you to provide entertainment, or perform any other duties at your Event) and you will be liable for any liability.

## 13. Waste Disposal

### Waste Hierarchy: Reduce, Reuse, Recycle

- 13.1 The Environmental Protection Act 1990 as amended, places a legal 'Duty of Care' upon Wodson Park to ensure that:
- all of our waste is stored responsibly; and
  - all of our waste is transported and disposed of legally – we are required to maintain records of all of our waste movements to prove that our waste disposal arrangements comply with all relevant legislation.
- 13.2 You agree to comply with, and ensure that you, your guests, invitees, and any other person attending your Event comply with our recycling and waste disposal policy. This includes, but is not limited to segregating all dry recyclable materials, and placing all the waste generated by your Event within appropriate 'recycle' and waste bins within our Centre.

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## Hazardous Waste

- 13.3 You shall not dispose of any hazardous waste (as defined within the 'List of Wastes (England) Regulations 2005, as amended) within our Centre without prior written consent (via post or email) from our General Manager. For the purposes of these Conditions, Hazardous Waste specifically includes, but is not limited to:
- Liquid waste; Paints and Solvents; Batteries; Fuel; Aerosols; Food waste;
  - Electrical and Electronic items; Animal Excrement; Clothing & Footwear;
  - Caustic Cleaning materials; and Clinical waste.
- 13.4 You shall advise our General Manager in writing (by post or e-mail) by no later than seven (7) days before the date of your Event Booking if you require the provision of specialised, specifically-managed, waste containers for all Hazardous Waste (clause 13.3 above) that may be generated by your Event.
- 13.5 You shall reimburse us for all costs associated with the provision of all specialised, specifically-managed, Hazardous Waste containers that may be required to accommodate all Hazardous Waste that may be generated by your Event, including the cost of all required Waste Transfer Notes.
- 13.6 If you, your guests, invitees, and any other person attending your Event fail to comply with our recycling and waste disposal policy, you will be liable for all costs incurred by us arising from your mis-management of your Event's waste disposal within our Centre.

## 14. CCTV

- 14.1 Wodson Park operates a CCTV system for the security and safety of our Centre's staff, visitors, buildings, outdoor sports facilities, and car parks.

## 15. Performing Rights

- 15.1 We have a Licence from the Performing Rights Society Limited that authorises live public performances of the music of our members. You shall not cause Wodson Park to be in breach of our licence.



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## 16. Data Protection Act

- 16.1 Your Event Booking details will be securely retained by us on our computer database to support our keeping of proper records, our internal administration, and market research.
- 16.2 We will treat all your personal information as confidential; we will keep it on a secure server, and we will fully comply with all applicable UK Data Protection legislation.
- 16.3 We will not sell, distribute, lease, or knowingly share your personal information with any third party without your permission, except as required by law.

## 17. Indemnity

- 17.1 By acceptance of these conditions, you indemnify us against any loss, claim, damage, costs, or expenses suffered by or made against us, however and by whomsoever caused (including, but not limited to, the negligence of you, your guests, invitees, and any other person attending your Event) arising from your Event Booking, subject only to the extent to which such loss, claim, damage, costs, or expenses arise wholly or in part from negligence on our part.

## Confirmation of Agreement of these Terms & Conditions

<b>Hirer's Name:</b> (Please Print)		<b>Date:</b>	
<b>Hirer's Signature:</b>			
<b>Signed on behalf of Wodson Park:</b>		<b>Date:</b>	