

VENUE HIRE TERMS

(PRIVATE FUNCTIONS)

BACKGROUND:

These Terms and Conditions shall apply to the hire of the venue>> (“the Venue”) from <<insert name of the hirer>> [if different from business name>>], [if a sole trader, partnership, LLP, Private Limited Company etc] [whose registration number>>] [,whose registered address is <<insert registered address>>] whose main trading address is <<insert main trading address>>] for private, non-commercial purposes.

<<insert description and address of the Venue>> trading as <<insert trading name if different from business name>> (e.g. Sole Trader, Partnership, LLP, Private Limited Company etc) and under number <<insert registration number>> and <<insert registered address>> and] <<insert name of hirer>> who are hiring the Venue

1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following expressions shall have the following meanings:

In the context otherwise requires, the following expressions shall have the following meanings:

“**Booking**”

the agreement of the Venue Hire including, but not limited to, the dates for the Hire Term, the nature of the Event and any additional requirements that you may have.

“**Booking Confirmation**”

the acceptance and confirmation of your booking.

“**Booking Request**”

the request to hire the Venue;

“**Business Day**”

any day other than Saturday or Sunday) on which the Venue is open for their full range of services at <<insert location>>;

“**Catering Service**”

the catering service operated by or nominated by the Venue and available to provide food and beverages for the Event;

“**Contract**”

the agreement for the Venue Hire, as explained in these Terms and Conditions;

“**Deposit**”

the amount payable by you under Clause 5 of these Terms and Conditions;

“**Event**”

the function which you intend to host at the Venue under these Terms and Conditions;

“**Price**”

the amount payable by you for the hire of the Venue under Clause 5 of these Terms and Conditions;

“**Special Price**”

the special price which we may offer from time to time;

“**Hire Term**”

the period for which the Venue Hire is to last;

“**Venue Hire**”

the hire of the Venue which shall be subject to these Terms and Conditions;

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“Venue Personnel”

1.2 Each reference in this Agreement to an expression includes references to that expression whether written or oral, in any form, including electronic, [text message,] fax or other means.

2. Information About Us

2.1 <<insert business name>> [or <<insert trading name if different from business name>>], of the type, e.g. Sole Trader, Partnership, Limited Company, LLP, Private Limited Company, registered in England under number <<insert registration number>>. Our registered address is <<insert registered address>> and our principal trading address is <<insert trading address>>.

2.2 [Our VAT number is <<insert VAT number>>.]

2.3 [We are regulated by <<insert regulator(s)>>.]

2.4 [We are a member of <<insert association(s) etc.>>.]

2.5 [<<Insert further information>>.]

3. The Contract

3.1 These Terms and Conditions form the basis of the Contract. Before submitting a Booking Request, please read these Terms and Conditions carefully. If you are in any doubt about any part of these Terms and Conditions, please ask us for clarification.

3.2 Nothing provided by us in any brochures, literature, price lists or other documents capable of acceptance by you constitutes a contractual offer. Only a Booking Request constitutes a contractual offer.

3.3 A legally binding Contract will be created upon our acceptance of your Booking Request, as indicated by our Booking Confirmation.

3.4 We shall ensure that all information is given or made available to you prior to the formation of the Contract, save for where such information is not reasonably practicable in the context of the transaction:

3.4.1 The main charges;

3.4.2 Our identity and contact details (as set out below in Clause 2);

3.4.3 The total Price, including taxes or, if the nature of the Venue Hire is such that it cannot be calculated in advance, the manner in which it will be calculated;

3.4.4 The arrangements for performance and the time by which (or within which) our services will be provided.

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employees that are assigned to the tasks of setting up, managing, operating and assisting with the Event in accordance with Clause 17 of these Terms and Conditions.

References in this Agreement to “writing” and any similar expressions include references to that expression whether sent by e-mail, [text message,] fax or other means.

<<insert trading name if different from business name>>, of the type, e.g. Sole Trader, Partnership, Limited Company, LLP, Private Limited Company, registered in England under number <<insert registration number>>. Our registered address is <<insert registered address>> and our principal trading address is <<insert trading address>>.

[Our VAT number is <<insert VAT number>>.]
[We are regulated by <<insert regulator(s)>>.]
[We are a member of <<insert association(s) etc.>>.]

These Terms and Conditions form the basis of the Contract. Before submitting a Booking Request, please read these Terms and Conditions carefully. If you are in any doubt about any part of these Terms and Conditions, please ask us for clarification.

Nothing provided by us in any brochures, literature, price lists or other documents capable of acceptance by you constitutes a contractual offer. Only a Booking Request constitutes a contractual offer.

A legally binding Contract will be created upon our acceptance of your Booking Request, as indicated by our Booking Confirmation.

We shall ensure that all information is given or made available to you prior to the formation of the Contract, save for where such information is not reasonably practicable in the context of the transaction:

The main charges;
Our identity and contact details (as set out below in Clause 2);

The total Price, including taxes or, if the nature of the Venue Hire is such that it cannot be calculated in advance, the manner in which it will be calculated;

The arrangements for performance and the time by which (or within which) our services will be provided.

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- 3.4.5 Our complain
- 3.4.6 Where app
- 3.4.7 The duration

-sales services and commercial
 applicable, or if the Contract is of
 be extended automatically, the
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4. Booking Requests and B

- 4.1 All Bookings will be
- 4.2 You may change yo
- 4.3 If your Booking is c
- 4.4 Once your Booking
- 4.5 You may cancel y

and Conditions.
 p to <<insert time period>> before
 us. Please note that while we will
 odate any changes requested, we
 ue on any dates that you have not
 Venue may already have been
 se date(s). If you change your
 before the start date of the Hire
 osit, reflecting our lost opportunity
 equests to change Bookings must
 you of any change to the Price in
 e in the Price, we will not proceed
 ent and agreement.
 osit has been paid in accordance
 for you for the agreed Hire Term,
 within <<insert time period>> of
 payments to us (including, but not
 will be refunded as soon as is
 within 14 calendar days of our
 request that your Booking be
 If you wish to cancel the Venue
 Term has begun, please refer to

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5. Price and Payment

- 5.1 The Price for the V
- 5.2 If we quote a Speci
- 5.3 Our Prices may cha
- 5.4 All Prices include V

ted with reference to the <<insert
 he of your Booking Request.
 t to the Price shown in our current
 ecial Price will be valid for <<insert
 an advertised special offer, for the
 ooking Requests made during this
 ce even if we do not accept the
 xpired.
 se changes will not affect Booking
 changes between the date of your
 ent, we will adjust the rate of VAT
 t affect any Prices where we have

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- already received payment
- 5.5 Within <<insert time period>> of your Booking Confirmation, you will be required to pay <<insert percentage>>% of the total Price for the Venue Hire. The balance of the <<insert amount>> of your Deposit will be included in the Booking Confirmation.
- 5.6 The balance of the <<insert amount>> must be paid no later than <<insert time period>> before the start date of the Hire Term. OR [no later than <<insert time period>> after the end date of the Hire Term].
- 5.7 We accept the following payment methods:

 - 5.7.1 <<insert type of payment>>
 - 5.7.2 <<insert type of payment>>
 - 5.7.3 <<insert type of payment>>
 - 5.7.4 <<insert type of payment>>
 - 5.7.5 <<add more payment methods if required>>.

- 5.8 [Credit and/or debit card payments are accepted. <<insert point at which a card will be charged>>.]
- 5.9 If you do not make payment by the due date [as shown in/on <<insert document e.g. invoice, booking confirmation etc.>>] we may charge you <<insert percentage between 2 and 4>>% per annum at <<insert bank name>> from <<insert date of >> from <<insert date of >> on a daily basis from the due date for the overdue sum, whether before or after judgment. Interest will be charged on the overdue sum.
- 5.10 The provisions of section 5.9 shall not apply if you have promptly contacted us to dispute an invoice. Interest will accrue while such a dispute is ongoing.
- 5.11 In certain circumstances, if the Hire is cancelled, you may be entitled to a refund. Please refer to the Terms and Conditions.

6. Use of the Venue

- 6.1 If you wish to supply your own professional equipment such as staging, lighting or similar for the Hire, the equipment may only be used in such a way that does not risk damage to the structure of the Venue. No fixings requiring drilling or similar are permitted.
- 6.2 You may not, at any time, store or use containers of substances which are flammable, toxic, corrosive, explosive or hazardous without our prior written permission. Such permission should be sought no later than <<insert time period>> before the start date of the Hire Term.
- 6.3 You may not, at any time, bring animals into the Venue without our prior written permission. Such permission should be sought no later than <<insert time period>> before the start date of the Hire Term. This prohibition does not apply to guide dogs, which are permitted at all times.
- 6.4 Except where it is permitted by the provisions of the Hypnotism Act 1952,

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you may not permit

ce during the Event.

6.5 You may not at any
without our express
later than <<insert t

er lighted flames inside the Venue
h permission should be sought no
start date of the Hire Term.

6.6 No sale of goods m
permission. Such
period>> before the

Event without our express written
ought no later than <<insert time
rm.

7. Health and Safety

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7.1 Any and all electrical
fully PAT tested. A
accompanied by th
compliance.

h to use during the Event must be
bear the appropriate labels and be
es as proof of such testing and

7.2 We have the right t
Term for complian
remove, or request
provision from the V

oment at any time during the Hire
and we shall have the right to
pment not in compliance with that

7.3 The Venue has a to
<<insert number>>
time. The use of
<<insert number>>

electrical sockets. A maximum of
used simultaneously at any given
gs or extension blocks [(of up to
ermitted.

7.4 We will make you a
the Hire Term. A
unobstructed. All s
and visible as they
not be moved from
purpose.

fire equipment prior to the start of
thereto must remain completely
quipment must remain as prominent
unoccupied. Fire equipment must
hless being used for its intended

7.5 A maximum of <<i
permitted in the Ve
Venue at any time
any number of pers

and <<insert number>> staff are
We have the right to inspect the
d we shall request the removal of
bers stated above.

8. Access to the Venue

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8.1 You will be provide
loading and unloadi

venue showing access points. The
<insert description of location>>.

8.2 Access for loading
<<insert times>>, <
prior arrangement o

ed [between <<insert times>> and
outside of these hours shall be by

8.3 Parking facilities are
facilities if available

s. [<<insert description of parking

9. Stewarding

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9.1 Stewards for the E
overseeing emerge
the Venue in case o
all times.

y us and will be responsible for
, but not limited to, evacuation of
be free of any additional duties at

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- 9.2 Stewards will be su... age of 18, and will be on duty at any time that there eral public in the Venue during the Hire Term.
- 9.3 All stewards will be ... n.

10. Disability Provision

- 10.1 Wheelchair access... Venue. [<<insert description of access arrangements>>.]
- 10.2 For fire safety rea... ay only account for a maximum of <<insert percentage>>% of the Venue's guest capa... is, <<insert percentage>>% of the number of wheelchair users will be attending the Event... nber of wheelchair users will be to us no later than... ten request for increased capacity Term. We will use a... before the start date of the Hire s to satisfy your request.
- 10.3 The Venue is [not]... loop for hearing aid users. [The hearing aid loop v... equipment at the venue: <<list equipment>>.]

11. Good Order and Nuisance

- 11.1 You will be require... der a reasonable level of control. This obligation exte... eral behaviour and sobriety. This obligation also app... such as performers that you may hire and that are no... ponsibility.
- 11.2 Noise must be kept... t all times. You must ensure that no noise escapes th...
- 11.3 Amplified music use... exceed <<insert sound level>>dB at any time.
- 11.4 [Fireworks are perm... orks may be set off after 11:00pm subject to the follow...]
- 11.4.1 On <<insert... >>, fireworks may be set off until <<insert time>>.
- 11.4.2 On <<insert... >>, fireworks may be set off until <<insert time>>.
- 11.4.3 On <<insert... >>, fireworks may be set off until <<insert time>>.
- 11.4.4 On <<insert... >>, fireworks may be set off until <<insert time>>.
- 11.4.5 <<insert add... uired>>.]

12. Recording and Broadcast

- 12.1 No recording of so... nercial reasons will be permitted during the Event w... n consent. Please note that this does not prohibit fil... aid by you to film your Event in the course of their norm...
- 12.2 [No broadcasting c... ace during the Event without our

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broadcasting, telev
Textual updates inc

s, but is not limited to, radio
ny means and internet streaming.
rohibited.]

13. Films

13.1 You may show film
accordance with the
must provide at lea
show a film.

ded any such shows are given in
has Act 1985. Under that Act, you
en notice to us of your intention to

13.2 Where a projector i
meter must be left
permitted within tha

of the film a clear area of at least 1
only authorised personnel shall be
ening hours of the Event.

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14. Music

14.1 <<Insert a descript
Describe requireme
music in their Event

you have for the Venue, if any.
r must meet in order to perform

14.2 <<Insert a descript
Describe requireme
at their Event>>

you have for the Venue, if any.
must meet in order to play music

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15. Catering

15.1 If you choose to us
that service to us a
Term for approval.
brought to the venu

service, you must submit details of
prior to the start date of the Hire
ave the right to inspect any food
er for food safety and hygiene.

15.2 If you choose to us
all catering services
separate contract b
of the Price payable

you will be invoiced separately for
er for catering services will form a
e cost of catering will not form part

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16. Licensing and Alcohol

We [do not provide] OR [p
[If the you require the use o

nd associated staff at the Venue.
in your Booking Request.]

17. Venue Personnel

17.1 We will provide all r

l for the Event.

17.2 The Venue Person
provided by you in y

be based upon the information

17.3 The cost of the requ

shall form part of the Price.

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18. Removal following Event

Unless otherwise agreed, t
Hire Term. Where the natu

acate the Venue at the end of the
ates additional time to remove any

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of your property an alternative

we agreed at the time of Booking.

19. Your Legal Rights and Pr

Hire

19.1 We will always provide you with reasonable skill and care, consistent with best practice in the venue hire market, and in accordance with any applicable laws and regulations. We will always aim to provide you with the best possible experience with us. We always aim to provide you with the best possible experience with us. However, there is always a risk that we may not be able to provide you with the best possible experience with us as soon as is reasonably practicable.

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19.2 We will use reasonable skill and care to resolve any and all problems with the Venue Hire as quickly as is reasonably practicable.

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19.3 We will not charge you for any problems (including our employees, agents and sub-contractors) or for any loss or damage that has been caused by us or our employees, agents or sub-contractors, unless the problem has been caused by you or your employees, agents or sub-contractors. If we determine that the problem has been caused by you or your employees, agents or sub-contractors, we may charge you a reasonable sum for the cost of the problem.

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19.4 When purchasing services from us, you have certain legal rights if we fail to carry out our obligations under the Hire with the information we provide to you. If we provide goods of a satisfactory quality, you have legal rights if we provide goods of a satisfactory quality, with samples shown to you, with information we have provided to you, and with guidance on exercising your rights. For more information, see the Citizens Advice Bureau website.

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20. Our Liability and Insurance

20.1 We have in place in respect of the Venue and all of our other property insurance cover for only for the duration of the Hire for customers, guests, property

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20.2 We will be responsible for any loss or damage that you may suffer as a result of our breach of the Hire and Conditions or as a result of our negligence (including our employees, agents or sub-contractors). Loss or damage that is not foreseeable if it is an obvious consequence of our breach or negligence implied by you and us when the Hire is created. We are not liable for any loss or damage that is not foreseeable.

20.2 We will be responsible for any loss or damage that you may suffer as a result of our breach of the Hire and Conditions or as a result of our negligence (including our employees, agents or sub-contractors). Loss or damage that is not foreseeable if it is an obvious consequence of our breach or negligence implied by you and us when the Hire is created. We are not liable for any loss or damage that is not foreseeable.

20.3 We are providing the Venue for your (i.e. non-commercial) purposes only. We make no warranty that the Venue or the Venue Hire will be fit for commercial purposes of any kind. By making a Booking Request, you are not having such purposes in mind and will not be using the Venue in such a manner. We will not be liable to you for any loss of profit or business opportunity or for any loss or damage that is not foreseeable.

20.3 We are providing the Venue for your (i.e. non-commercial) purposes only. We make no warranty that the Venue or the Venue Hire will be fit for commercial purposes of any kind. By making a Booking Request, you are not having such purposes in mind and will not be using the Venue in such a manner. We will not be liable to you for any loss of profit or business opportunity or for any loss or damage that is not foreseeable.

20.4 Nothing in these Terms and Conditions is intended to exclude or limit our liability for failing to perform our obligations under the Hire in accordance with information we provide to you, ourselves, or any other person.

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goods supplied that

your legal rights.

20.5 Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. If you wish to exercise your legal rights, please refer to your local Citizens Advice Bureau or the Trading Standards Office.

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21. Events Outside of Our Control

21.1 We will not be liable for any failure to perform our obligations where that failure is caused by an event outside of our reasonable control. Such events include, but are not limited to: power failure, internet service provider failure, network outages or other industrial action by third parties, riots, strikes, terrorism, fire, explosion, flood, storms, earthquakes, subsidence, pandemics (threatened or actual), acts of war (declared, undeclared or imminent), preparations for war), epidemic or other natural disasters. We will not be liable for any failure to perform our obligations that is beyond our reasonable control.

21.1 We will not be liable for any failure to perform our obligations where that failure is caused by an event outside of our reasonable control. Such events include, but are not limited to: power failure, internet service provider failure, network outages or other industrial action by third parties, riots, strikes, terrorism, fire, explosion, flood, storms, earthquakes, subsidence, pandemics (threatened or actual), acts of war (declared, undeclared or imminent), preparations for war), epidemic or other natural disasters. We will not be liable for any failure to perform our obligations that is beyond our reasonable control.

21.2 If any event described in 21.1 occurs that is likely to adversely affect our performance, we will:

21.2 If any event described in 21.1 occurs that is likely to adversely affect our performance, we will:

21.2.1 We will inform you as soon as is reasonably possible;

21.2.1 We will inform you as soon as is reasonably possible;

21.2.2 Our obligations will be extended, and any time limits that we are bound by will be extended accordingly (where such extension is reasonably possible);

21.2.2 Our obligations will be extended, and any time limits that we are bound by will be extended accordingly (where such extension is reasonably possible);

21.2.3 We will inform you of the extent of the event outside of our reasonable control and the impact on the availability of the Venue as necessary;

21.2.3 We will inform you of the extent of the event outside of our reasonable control and the impact on the availability of the Venue as necessary;

21.2.4 If an event outside of our control occurs and you wish to cancel the Hire Term, you may do so in accordance with your rights to cancel under the Hire Term. Any cancellation in any event shall be subject to our cancellation policy.

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21.2.5 If an event outside of our control continues for more than <<insert time period>> to prevent us from making the Venue available and you wish to cancel the Hire Term, you may do so in accordance with our rights to cancel under the Hire Term. Any cancellation in any event shall be subject to our cancellation policy. Any refunds shall be made as soon as is reasonably possible, but in any event within 14 calendar days of our cancellation.

21.2.5 If an event outside of our control continues for more than <<insert time period>> to prevent us from making the Venue available and you wish to cancel the Hire Term, you may do so in accordance with our rights to cancel under the Hire Term. Any cancellation in any event shall be subject to our cancellation policy. Any refunds shall be made as soon as is reasonably possible, but in any event within 14 calendar days of our cancellation.

22. Rescheduling or Cancellation

22.1 You may reschedule or cancel the Hire Term for any reason, at any time. If you cancel, any amount paid to you as soon as is reasonably possible, but in any event within 14 calendar days of our acceptance of your cancellation. The following shall apply to such cancellations:

22.1 You may reschedule or cancel the Hire Term for any reason, at any time. If you cancel, any amount paid to you as soon as is reasonably possible, but in any event within 14 calendar days of our acceptance of your cancellation. The following shall apply to such cancellations:

22.1.1 If you cancel the Hire Term <<insert time period>> before the start date of the Hire Term, you will be paid, including your Deposit;

22.1.1 If you cancel the Hire Term <<insert time period>> before the start date of the Hire Term, you will be paid, including your Deposit;

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22.1.2 If you reschedule the Booking before the start date of the Booking, you shall retain all sums paid, including your Deposit, and any sums paid towards the rescheduled Booking;

... before the start date of the Booking, you shall retain all sums paid, including your Deposit, and any sums paid towards the rescheduled Booking;

22.1.3 If you cancel the Booking before the start date of the Booking, you shall retain all sums paid, including your Deposit but not any sums paid;

... before the start date of the Booking, you shall retain all sums paid, including your Deposit but not any sums paid;

22.1.4 If you cancel the Booking before the start date of the Booking, you shall retain all sums paid, including your Deposit, and any sums paid shall become due and payable within the period of the Hire Term;

... before the start date of the Booking, you shall retain all sums paid, including your Deposit, and any sums paid shall become due and payable within the period of the Hire Term;

22.1.5 If you reschedule the Booking before the start date of the Booking, your original Deposit and a new Deposit will be required for the rescheduled Booking.

... before the start date of the Booking, your original Deposit and a new Deposit will be required for the rescheduled Booking.

22.2 If any of the following conditions are satisfied, we may cancel the Contract immediately by giving us written notice, and you shall not be entitled to any payment to us (including but not limited to the Deposit). Your Deposit will be refunded to you as soon as possible, but in any event, within 14 calendar days of our acceptance of your cancellation.

... we may cancel the Contract immediately by giving us written notice, and you shall not be entitled to any payment to us (including but not limited to the Deposit). Your Deposit will be refunded to you as soon as possible, but in any event, within 14 calendar days of our acceptance of your cancellation.

22.2.1 We breach the Contract in a material way and have failed to remedy such breach within the period of the Booking (where it is not a material breach); or

... We breach the Contract in a material way and have failed to remedy such breach within the period of the Booking (where it is not a material breach); or

22.2.2 An encumbrance or charge is placed on our property or assets;

... An encumbrance or charge is placed on our property or assets;

22.2.3 We enter into a liquidation arrangement with our creditors [or, as we are a company, a liquidation arrangement, or an administration order (within the meaning of the Companies Act 2006)];

... We enter into a liquidation arrangement with our creditors [or, as we are a company, a liquidation arrangement, or an administration order (within the meaning of the Companies Act 2006)];

22.2.4 We have a change of control [or, as we are a company, go into liquidation, or re-construct or reconstruct and we do not agree to be bound by the terms of the Contract];

... We have a change of control [or, as we are a company, go into liquidation, or re-construct or reconstruct and we do not agree to be bound by the terms of the Contract];

22.2.5 We cease, or intend to cease, to carry on business;

... We cease, or intend to cease, to carry on business;

22.2.6 We are unable to pay our debts as they fall due, or our reasonable expectations of being able to do so are frustrated;

... We are unable to pay our debts as they fall due, or our reasonable expectations of being able to do so are frustrated;

22.2.7 We change the Booking to your material disadvantage.

... We change the Booking to your material disadvantage.

22.3 We may cancel the Booking before the start date of the Booking, at any time up to <<insert time period>> before the start date of the Booking. If you have made any payment to us (including the Deposit), that/those sum(s) will be refunded to you as soon as possible, and in any event, within 14 calendar days of our cancellation.

... We may cancel the Booking before the start date of the Booking, at any time up to <<insert time period>> before the start date of the Booking. If you have made any payment to us (including the Deposit), that/those sum(s) will be refunded to you as soon as possible, and in any event, within 14 calendar days of our cancellation.

22.4 If any of the following conditions are satisfied, you may cancel the Contract immediately by giving us written notice, and we shall not be entitled to any payment to us (including but not limited to the Deposit).

... If any of the following conditions are satisfied, you may cancel the Contract immediately by giving us written notice, and we shall not be entitled to any payment to us (including but not limited to the Deposit).

22.4.1 You fail to pay any sums due to us (including but not limited to the Deposit) as required under Clause 5 (this includes interest on overdue sums under sub-Clause 5.9);

... You fail to pay any sums due to us (including but not limited to the Deposit) as required under Clause 5 (this includes interest on overdue sums under sub-Clause 5.9);

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22.4.2 You have breached the Hire Term in a material way and have failed to provide a remedy that is acceptable to us within the time period>> of us asking you to do so in writing.

a material way and have failed to provide a remedy that is acceptable to us within the time period>> of us asking you to do so in writing.

22.4.3 We are unable to provide you with the services you have ordered for reasons outside of our reasonable control (see sub-Clause 21.2.5).

22.4.3 We are unable to provide you with the services you have ordered for reasons outside of our reasonable control (see sub-Clause 21.2.5).

22.5 If cancellation under sub-Clause 22.4.2 occurs more than <<insert time period>> before the end of the Hire Term, we will refund all sums paid including but, not limited to, your deposit. If such cancellation occurs on or after the start date of the Hire Term, we will retain all sums paid including but, not limited to, your deposit. The balance of the price will become due to us. If we cancel at any time under sub-Clause 22.4.3 (see Clause 21.2.5) all sums paid, including your deposit, will be refunded to you. Sums due under this sub-Clause 22.5 will be made as soon as possible, and in any event within 14 calendar days of our cancellation.

22.5 If cancellation under sub-Clause 22.4.2 occurs more than <<insert time period>> before the end of the Hire Term, we will refund all sums paid including but, not limited to, your deposit. If such cancellation occurs on or after the start date of the Hire Term, we will retain all sums paid including but, not limited to, your deposit. The balance of the price will become due to us. If we cancel at any time under sub-Clause 22.4.3 (see Clause 21.2.5) all sums paid, including your deposit, will be refunded to you. Sums due under this sub-Clause 22.5 will be made as soon as possible, and in any event within 14 calendar days of our cancellation.

22.6 For the purposes of sub-Clause 22.4.2) a breach will be considered material if it is not minimal or trivial in its consequences to the Hire Term. Whether or not a breach is material to us under sub-Clause 22.4.2 no regard will be had to whether the breach is caused by any accident, mishap, mistake or misunderstanding.

22.6 For the purposes of sub-Clause 22.4.2) a breach will be considered material if it is not minimal or trivial in its consequences to the Hire Term. Whether or not a breach is material to us under sub-Clause 22.4.2 no regard will be had to whether the breach is caused by any accident, mishap, mistake or misunderstanding.

23. Communication and Contact

23.1 If you wish to contact us, you may do so by telephone at <<insert number>> or by email at <<insert email address>>.

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23.2 In certain circumstances you may contact us in writing. When contacting us in writing you may use the following contact details:

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23.2.1 Contact us by telephone at <<insert telephone number>>.

23.2.1 Contact us by telephone at <<insert telephone number>>.

23.2.2 Contact us by email at <<insert email address>>.

23.2.2 Contact us by email at <<insert email address>> or by post to <<insert company name>>, <<insert postal address>>.

24. Complaints and Feedback

24.1 We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to ensure your experience as a customer of ours is a positive one, we would like to hear from you if you have any complaints or suggestions for improvement.

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24.2 All complaints are handled in accordance with our complaints handling policy and procedure, available at <<insert website address>>.

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24.3 If you wish to complain to us, but not limited to, your experience of the Hire, please contact us using the following contact details:

24.3 If you wish to complain to us, but not limited to, your experience of the Hire, please contact us using the following contact details:

24.3.1 [In writing, to <<insert name and/or position and/or department>>]

24.3.1 [In writing, to <<insert name and/or position and/or department>>]

24.3.2 [By email, to <<insert name and/or position and/or department>>]

24.3.2 [By email, to <<insert name and/or position and/or department>>]

24.3.3 [Using our complaints form;]

24.3.3 [Using our complaints form;]

A

M

P

L

E

24.3.4 [By contacting
choosing op

<insert telephone number>> [and
when prompted.]]

25. How We Use Your Personal Information (Data Protection)

For complete details of Our
data including, but not limited
legal basis or bases for use of
personal data sharing (where
from <<insert location>>.

storage, and retention of personal
for which personal data is used, the
rights and how to exercise them, and
refer to Our Privacy Notice available

26. Other Important Terms

26.1 We may transfer (assign)
(this may happen, for example,
be informed by us of the transfer
obligations will be transferred

rights and obligations to a third party
for business). If this occurs you will
rights will not be affected and our
party who will remain bound by them.

26.2 You may not transfer
written consent, such as

rights and obligations without our express
reasonably withheld.

26.3 The Contract is between
person or third party
enforce any provisions

not intended to benefit any other
person or party will be entitled to
conditions.

26.4 If any of the provisions
unlawful, invalid or
that / those provisions
Terms and Conditions
valid and enforceable

and Conditions are found to be
by any court or other authority,
removed from the remainder of these
these Terms and Conditions shall be

26.5 No failure or delay
waived that right, and
Terms and Conditions
same or any other p

of our rights means that we have
breach of any provision of these
give any subsequent breach of the

27. Governing Law and Jurisdiction

27.1 These Terms and Conditions
and Us (whether
construed in accordance with
[Scotland].

and the relationship between you
(se) shall be governed by, and
England & Wales] [Northern Ireland]

27.2 As a consumer, you
your country of residence
reduces your rights

mandatory provisions of the law in
Clause 27.1 above takes away or
those provisions.

27.3 Any dispute, controversy
to these Terms and Conditions
and Us (whether construed
the courts of England and
your residency.

claim between you and Us relating
to, or the relationship between you
shall be subject to the jurisdiction of
Northern Ireland, as determined by