

## Terms & Conditions

### 1. Binding contract

- 1.1 The booking form and these terms and conditions together constitute a legally binding contract between The Dudson Centre and the Hirer (as set out on the booking form).
- 1.2 The Hirer (as set out on the Booking Form) shall be jointly and severally liable for payment of all charges due to The Dudson Centre under this contract.
- 1.3 "Booking Form" shall refer to either a Room Booking Form or a Catering Booking Form or both (as context infers).

### 2. Provisional bookings

- 2.1 Enquiries should first be made to check the availability of the venue. If the date required is available for the function a provisional booking can be made by telephone or e-mail. The Hirer should provide organisation name and contact details and any other provisional details. The provisional booking will be held for a maximum of 10 days or until another enquiry for that room is made, whichever is sooner, at which point the Hirer will be contacted and asked to either confirm the booking or to release it immediately.

### 3. Confirmation of bookings

- 3.1 All bookings are provisional until:
  - 3.1.1 The Hirer has confirmed the provisional booking by properly completing the Room Booking Form; and
  - 3.1.2 The Dudson Centre has acknowledged receipt of the Booking Form and confirmed the booking by email as per given email address on the booking form.
- 3.2 The Contact Person warrants that he or she has, prior to submitting a Booking Form, complied with the Hirer's internal procedures, including but without limitation, any requirement for prior authorisation by way of purchase order.

### 4. Cancellations and postponements

- 4.1 Once room bookings are confirmed, room cancellations will be charged on the following basis:
  - More than 10 working days notice:  
No charge
  - Between 9 and 3 working days notice:  
50% Invoice Price
  - Less than 2 working days notice:  
100% Invoice Price
- 4.2 All cancellations should be made in writing (by email is preferred) and will be effective at the time and date received by The Dudson Centre.



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- 4.3 Where possible every effort will be made to re-sell cancelled space to minimise any cancellation charges to the Hirer.
- 4.4 Any bookings that wish to postpone will be subject to cancellation charges as set out in section 4.1.
- 4.5 Cancellations made due to adverse weather conditions will be subject to cancellation charges as set out in section 4.1 unless The Dudson Centre is closed due to these conditions. Every effort will be made to avoid this situation but where unavoidable there will be no cancellation charge applied.

## 5 Payment terms and VAT

- 5.1 The Dudson Centre reserves the right to require payment by way of a deposit of all or part of the room hire charge on such date prior to the event as The Dudson Centre shall determine. Should the Hirer not pay such a deposit by the date specified, The Dudson Centre may treat the booking as having been cancelled by the Hirer and will be subject to cancellation charges as set out in 4.1.
- 5.2 If account facilities have been approved, the account will be invoiced within 10 days after the event and will be due for payment within 30 days of the invoice date.
- 5.3 Where no account facilities have been agreed and no deposit paid the full account will need to be settled on departure by cheque or cash.
- 5.4 The Dudson Centre reserves the right to alter prices or other details shown in its brochure or on its website without notice. Tariffs are reviewed annually and the Hirer will be invoiced at the rates applicable on the actual day of the function.

## 6 Catering

- 6.1 All catering relating to a function shall be provided by the on-site Dudson Cafe. The Hirer is not permitted to bring any food or drink onto the premises and Outside catering is not permitted.
- 6.2 The Hirer shall complete and submit to The Dudson Centre the Booking Form which shall set out the number of guests attending the function.
- 6.3 Final numbers must be confirmed 10 working days prior to the function.
- 6.4 A reduction in numbers received during the 10 working days prior to the function must not be less than 75% of the numbers booked. If this is the case then cancellation charges as those laid out in section 4 of these terms and conditions apply. Non-arrivals will be charged for.
- 6.5 Numbers may be increased up to 2pm of the day prior to the function, subject to the caterer's agreement and any increase in numbers after that time will be provided where possible.
- 6.6 Dietary requirements will be catered for if ordered within the time frame specified in the room booking process and where possible with shorter notice.
- 6.7 The Dudson Centre reserves the right to change its catering items without notice. Any substituted product will be of comparable standard.



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## **7 Session Times**

7.1 The Dudson Centre is open Monday – Friday for the following session times:

- Morning 09.00 – 12.30
- Afternoon 13.30 – 17.00
- Evening 18.00 - 21.00
- Weekend hire may be available upon request.

7.2 The room must be booked for the period of time required including the set up and breakdown as well as the function itself. The Hirer will not have access to the room prior to the booked time and is kindly requested to vacate the room promptly to allow set up for the next booking. In the event of any extension to the session time(s), the Hirer shall incur additional charges.

## **8 Equipment hire**

8.1 The Hirer must book equipment required using the Room Booking Form. Equipment is hired out on a first come first served basis and as such, no item can be guaranteed until a room Booking Form has been received.

8.2 The Hirer may only bring additional equipment, articles or substances on to the premises with the prior written agreement of The Dudson Centre and as such, equipment, articles or substances must be specified in writing. The Hirer may use their own electrical equipment as long as it is less than 12 months old or has been electrically PAT tested within the last 12 months. Evidence of which should be given to the venue before set up.

8.3 The Hirer shall be liable, on demand, to make good any damage to furniture, fittings, equipment and any other property of The Dudson Centre caused by an act, neglect or default of the Hirer's employees, delegates, agents or other representatives.

8.4 The Dudson Centre will assist where reasonably possible, with storage of equipment, article or substances. The Dudson Centre does not accept any liability for any loss or damage to any item of equipment, article or substance stored.

## **9 Affixing of Signage**

9.1 The Hirer shall not erect any exhibitions, stands, displays, freestanding advertising material or signs or any other items on the premises without prior agreement with The Dudson Centre.

9.2 Where The Dudson Centre agreement has been given, no materials shall be affixed to walls using blue tack. The only material that may be used is white tack or masking tape.

9.3 The Hirer shall be responsible for any loss or damage caused to the premises arising from the erection of any item specified in section 9.1 above and shall pay to The Dudson Centre on demand the amount required to make good any such damage.

## **10 Obligations of the Hirer**

10.1 The hirer shall remove (or procure the removal from the premises of) any person acting in a manner which, in the reasonable opinion of The Dudson Centre may be undesirable,



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inappropriate, harmful, offensive, obscene or illegal or may cause a breach of the peace and shall procure the cessation of any activity on the premises for which the Hirer or its guests are responsible and which, in the reasonable opinion of The Dudson Centre, constitutes or may constitute a breach of the peace.

- 10.2 The Hirer shall not sublet the Booked Room without prior written consent of The Dudson Centre.
- 10.3 The Hirer shall not indemnify The Dudson Centre for any loss or damage to any property arising out of the holding of a function or any injury which may be incurred by or be done or happen to any person during the holding of a function arising from any causes what so ever, or for any loss due to any breakdown of machinery, failure or supply of electricity or telephone, leakage of water, fire, riot, government restriction or act of God which may cause The Dudson Centre premises to be temporarily closed or the function interrupted.
- 10.4 The Hirer must comply with The Dudson Centres policies. The Dudson Centre will refuse the right to hire or cancel said booking that does not comply with the current policies at the date of hire.

## **11 General**

- 11.1 Neither party excludes liability for death or personal injury caused by its negligence, or that of its officers, employees, contractors or agents; for fraud or fraudulent misrepresentation; or for any other liability which may not be excluded by law.
- 11.2 The Dudson Centres liability, under the contract, for loss of or damage to the Hirer's tangible property caused by the negligence of the Supplier, its officers, employees, contractors or agents, shall not exceed the charges paid by the Hirer under the contract.
- 11.3 Without prejudice to section 11.1 The Dudson Centre shall have no liability for any losses or damages which may be suffered by the Hirer (or any person claiming under or through the Hirer), whether the same are suffered directly or indirectly or are immediate or consequential, for any indirect or consequential loss, including but without limitation loss of profit or anticipated savings.
- 11.4 The Hirer shall indemnify, and keep indemnified, defend and hold harmless The Dudson Centre and its respective officers, agents, employees, successors and assigns from any and all losses, liability, damages, costs and expenses arising directly or indirectly from or in connection with any and all actions or omissions of the Hirer, or breaches of this Contract by the Hirer including any act, neglect or default of the Hirer's employees, agents or sub-contractors.
- 11.5 The Hirer agrees that the Dudson Centre may periodically contact the Hirer with details of special offers and services that may be of interest to you. The Hirer can any time on written notice advise The Dudson Centre that it does not wish to be included in this activity.
- 11.6 This Contract shall be governed by English law and the parties hereby submit to the exclusive jurisdiction of the English courts to determine any dispute arising out of this Contract or its interpretation.



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