

LifeCare Centre – Terms & Conditions

All bookings are subject to the following Terms & Conditions which shall form the contract between LifeCare and The Hirer.

Definitions

In these terms & conditions:

“LifeCare” means LifeCare (Edinburgh) Limited, Charity Registration Number SC012641, Company Registration Number SC286315.

“Room” means one of the rooms at our LifeCare Centre situated at 2 Cheyne Street, Edinburgh, EH4 1JB.

“Hirer” means the person or persons with whom LifeCare has contracted to hire the premises and who is ultimately responsible for the payment of all charges incurred. If a booking is made on behalf of a Hirer by an authorised person/organisation they (and all its current and future post holders) is/are considered to be the “Hirer” and is/are liable for the terms of any room hire agreement.

“The Premises” means the room(s), including all fixtures and fittings, which the Hirer has contracted to hire from LifeCare.

“In Writing” means by letter/fax/email and should, in the first instance, be directed to the Business Relations Manager at LifeCare. This does not include Facebook, Twitter or other social network sites.

Refusal to Hire

Use of any room(s) within LifeCare premises is solely by permission of LifeCare, who reserve the right to refuse any booking or admission at its discretion. If LifeCare refuse a room hire they will endeavour to give the reason relating to these terms but reserve the sole right to refuse to accept a booking.

Room Bookings

Hirers will receive confirmation of the booking by text message and email, at the time they book the room, an invoice will also be generated for the booking and payment for the invoice is due 7 days from the date of the invoice. The booking is not confirmed until full payment has been received by LifeCare.

For hires that have been deemed by the persons responsible for managing the centre, to be charged a deposit for the use of the facilities and for the clean down of the property after the hire, the charge will be set at £100 and will be refunded 48 hours after the hire has finished.

Requests by the Hirer to make changes to a booking will be accepted subject to final confirmation if those changes are made prior to 4 days of the event date (e.g. changes to catering arrangements and/or technical support).

The hirer must adhere to the maximum occupancy for the room(s) booked. Maximum room occupancy will be advised at the time of booking.

LifeCare rooms may not be booked for birthday parties for age groups between 12 and 30 years of age.

The nature of the event shall be notified to LifeCare at the time of making the booking.

LifeCare does not endorse or support the Hirer's event programme(s) and/or content of any event held on its premises.

The Hirer shall not sub-let hired rooms or any part thereof without written consent from LifeCare.

All areas or rooms within the venue to which the hirer has been granted access, including agreed access times, will be detailed booking confirmation. In accepting the booking confirmation the hirer agrees to the area that they will have access to at the time of the booking.

The Hirer must arrive and vacate by the agreed time, as stated in the booking confirmation. A further charge may be levied if the hirer's activities overruns and impacts on the next booking for that space. In the event of unauthorised overrunning (after initial warning from Concierge Staff) the venue withholds the rights to interrupt the hire, cut the power supply and exclude hire and third parties from the venue with or without the assistance of security or the police. If this occurs the venue will charge additional charges to the hirer accordingly

Use of the rooms detailed on the booking confirmation does not imply any right to use any other part of the building for storage or other access. For long term bookings storage is available with consent from the Venue booking team but LifeCare Edinburgh accepts no responsibility for items left by the hirer in its premises. A charge may be required for long term storage.

The Hirer agrees to being filmed on LifeCare Premises by CCTV with recording kept for a maximum of 30 days. CCTV is only used in the public thoroughfares of the premises and not in individual rooms except the Café Space where the CCTV camera covers entrance to the kitchen areas of the premises.

Payment

All payments must be made in £ (pounds) Sterling. Charges for the booking will be outlined in the booking confirmation. In accepting the booking confirmation the hirer agrees to the price stated for the venue hire and additional services requested (i.e. Catering)

Payments may be made via cheque (payable to LifeCare Edinburgh Ltd), cash and BACS transfer (please contact head office for account details) or credit/debit card either in person, online or over the telephone.

Invoice payment/settlement is required within 7 days of the invoice date unless room hire date falls within the invoiced date, payment. A Hirer will not be permitted to book any room from LifeCare whilst any invoices from LifeCare to that Hirer are unsettled.

In cases of non payment, LifeCare will take appropriate action to recover the debt, including referral to external debt collection services, and shall be entitled to recover all costs, interest, damages and legal expenses (on a full indemnity basis) from the hirer concerned.

Interest may be charged by LifeCare on outstanding balances in line with current interest rates.

LifeCare reserves the right to alter its charges up to 1 month prior to any booking but undertakes to notify its Hirers in advance of the agreed date. Where such notice is given the event organiser may, if they wish, cancel the booking without penalty.

Cancellations

By the Hirer (with more than 7 days notice):

The Hirer may cancel a room hire booking, without penalty, by giving 7 days notice in writing/by email. Notice must arrive at LifeCare room booking office 7 days prior to the booking date.

By the Hirer (between 24 hours and 7 days):

Should a Hirer cancel a booking between 24 hours and 7 days the following penalties will apply:

First occasion – the Hirer will receive a warning that such short notice is not acceptable.

Second occasion – the Hirer will receive a final warning that such short notice is not acceptable and that if they do so again they will be susceptible to charges.

LifeCare reserves the right to impose cancellation fees (as applicable) and penalties if the Hirer cancels a room booking within 7 days of the event date from the first occasion onwards. The cancellation fee is calculated from the anticipated total event cost including all services (e.g. catering).

By the Hirer (within 24 hours of the booking time and date):

Should a hirer cancel a booking within 24 hours or fail to attend a booking without any prior notice being received the following penalties will apply:

First Occasion – the Hirer will receive a warning that such short notice is not acceptable and informed that they will be charged for the room hire if they cancel again at such short notice or fail to attend.

Second Occasion – A room fee will be charged to the Hirer.

LifeCare reserves the right to impose cancellation fees (as applicable) and penalties if the Hirer cancels a room booking within 24 hours of the booking time and date from the first occasion

onwards. The cancellation fee is calculated from the anticipated total event cost including all services (e.g. catering).

By LifeCare:

LifeCare reserve the right to cancel any booking made by a Hirer if they are found to be in breach of any of the agreed terms for the current or previous bookings.

LifeCare reserves the right to cancel any room booking by a Hirer up to 28 days prior to a booking date without any liability on LifeCare's part.

If the booking is for a major one off event (e.g. a formal dinner or theatre performance) LifeCare can give the Hirer up to 6 weeks' notice without any liability.

If LifeCare wish to cancel a room booking by a Hirer within 28 days of the booked date or 6 weeks for a major one-off event, LifeCare will find a suitable alternative room at our premises for that hirer at the same time and date if another room is available.

LifeCare does not accept responsibility for any claims for consequential loss suffered by the hirer/user, their guests/delegates, agents, contractors, or licensees following cancellation or abandonment of an event. If the event is cancelled due to circumstances within the control of LifeCare, any deposits paid will be refunded, less any charges for which LifeCare has already been rendered liable.

Force Majeure

Neither party shall be liable to the other in the event that either party is delayed in or prevented from the performance of its obligations hereunder by reason of force majeure which for the purposes hereof shall mean any cause of delay or prevention beyond the reasonable control of LifeCare and/or the Hirer and shall include strikes, lock-outs, riots, sabotage, acts of war, destruction, or damage of essential equipment by fire, flood, explosion or reduction or unavailability of power or other services. The definition of Force Majeure for this agreement also includes the effects of extreme weather conditions such as heavy snow, ice or flooding.

Fire Safety

Smoking is not allowed in any part of the buildings. This includes smoking "out of a window". The Hirer shall ensure that there is no interference whatsoever during the period of hire with fire extinguishers or any other fire fighting equipment except in the case of emergency. The Hirer must not interfere with fire doors and doors fitted with automatic closers (no fire door should be wedged or held open by any object). The Hirer shall keep every corridor, passage, and exit of all rooms clear of obstruction and ready for use in an emergency. No naked flame should be used by the Hirer under any circumstances in LifeCare's premises (excluding certain types of candles previously agreed before booking with LifeCare).

Insurance of Hirer's Property

The Hirer acknowledges that any objects, equipment, furniture, stock, or other property of any sort brought onto the premises by the hirer will remain under the control and care of the Hirer and/or guest of the Hirer and the Hirer is responsible for insuring such property and, accordingly, LifeCare has no liability for loss or damage to such property.

Public & Other Liability

The Hirer is exclusively responsible for the behaviour of its guests and their actions and those of anyone attending the booked event whilst using LifeCare premises, and LifeCare are in no way liable for any consequences of their actions whilst attending events in LifeCare premises.

If the Hirer is holding regular events/classes at the LifeCare Centre they must hold public liability insurance for the types of activity they are holding within the centre. A copy of the liability insurance will be given to LifeCare (Edinburgh) Limited to hold on file and the liability insurance should allow a minimum of £2 million pounds of cover.

Hirer/Guest Conduct and Third Party Rights

The Hirer shall ensure that the event is conducted in an orderly fashion without causing a nuisance and in full compliance with the directives and requirements of LifeCare, its staff or representatives, and with all applicable laws, ordinances and regulations.

The Venue is primarily a busy day centre for clients who are either frail or have dementia. All hirers/guests/delegates are asked to respect this environment.

The hirer has an obligation to tell all guest/delegates about these terms and conditions give those details and ensure they comply with them.

It is a condition of booking that the Hirer accepts the terms and conditions and has made all guests/delegates who are party to the booking aware of them. Each guest/delegate must individually agree to comply with the terms and conditions. The venue will enforce the terms and conditions against guests/delegates where relevant.

Right to Exclude or Eject Persons

LifeCare reserves the right to exclude or eject, as it thinks fit and reasonable, any persons from the premises whom it shall consider objectionable for any reason (including any engaged by the Hirer to provide entertainment or perform any other duties at the event) and the Hirer will be liable for any liability arising. If the persons refuse ejection from the premises LifeCare reserves the right to contact the police and close the event to the hirer with no loss to LifeCare.

Illegal Substances and Alcohol

The sale of alcohol is not permitted in any of the premises without a temporary one day license that is available from the City of Edinburgh Council. A copy of the license must be produced before booking commences if the Hirer wishes to sell alcohol.

BYOB alcohol is permitted in the premises. The hirer will have full responsibility for third parties if alcohol is being consumed. The hirer will have full responsibility of disposing of all bottles, cans, etc. Wine glasses are available at no additional cost to the hirer and these must be emptied and left on trolley for cleaning after the event.

Any Hirer who during a booking brings illegal drugs onto LifeCare premises, or who is suspected of bringing or consuming illegal drugs onto LifeCare premises during a booking, will be immediately excluded from the premises. LifeCare reserve the right to inform the police if illegal substances are found in LifeCare premises and supply video evidence from closed circuit television if requested by police.

Use and Care of the Venue premises and Property

The venue and any additional services requested may only be use for the purpose for which they are hiring.

Smoking in not permitted anywhere within the venue and there are 2 designated smoking areas outside the premises. Smoking is not permitted at the front entrance to the venue. Hirer/guests would be reminded that the venue is situated in a residential area and guest must keep noise to a minimum.

The Hirer shall take all reasonable precautions to ensure that no damage occurs to the property of LifeCare or its employees. In the event of any damage occurring, LifeCare reserves the right to render the Hirer liable for any replacement or repair of any or all of the property damaged.

A Hirer which is rendered liable for payment of replacement or repair will be required to settle all invoices prior to any subsequent booking. Subsequent bookings will be suspended until full payment is received.

Health and Safety incidents or accidents are to be reported to the concierge staff and followed by emailed report to the Business Relations Manager. Contact details are enquiries@lifecare-edinburgh.org.uk, Tel: 0131 343 0940 option number 2.

Rules, regulations, technical advice or other requests made during the running of an event by concierge staff should be adhered to.

In the event of any member of LifeCare staff being injured by the Hirer or by anyone attending the event, the Hirer shall be liable for any claims arising and may be subject to prosecution.

LifeCare reserve the right to inform the police if damage has been found in LifeCare premises during or after an event and supply video/photo evidence from photographs/closed circuit television if requested by police.

The Hirer shall ensure that nothing is fixed to the floors, wall, ceilings or any other interior or exterior of the building(s) by means of nails, screws, drawing pins, blue/white tack, glue or any other means unless agreed with LifeCare management staff prior to the event.

No streamers, confetti, glitter or similar are allowed.

Only two black sacks of rubbish are permitted per booking and food waste, recycling and general rubbish are to be separated, any extra rubbish or glass bottles must be removed from the premises by the hirer.

All rubbish should be bagged up and room tidied to a useable standard by the booking finish time.

Equipment/set up

The venue, will take appropriate measures, within our control, to supply lights and equipment in good working order.

Room set up and design is the responsibility of the hirer. The concierge team will assist in the setup of rooms if they are for events with 50 people or less. Events with guests over this amount may be subject to additional charges depending on the design of the room and equipment used.

The hirer agrees to use the equipment belonging to the venue in a safe manner and return it in good working order. Where equipment is damaged charges will be made to the hirer account.

Were the hirer is providing their own equipment or equipment from a third party, the hirer agrees to annually PAT test the equipment or ensure third party has PAT tested equipment.

The Venue must be clear of all the hirers' property and in a clean and useable condition by the time stated on the booking confirmation. Failure to comply with this may result in the venue disposing of the property and charging the hirer for expenses incurred.

Catering Facilities

The LifeCare Center has full kitchen facilities attached to its dining room hall that is available to the hirer who hire's this room, if the hirer requires kitchen facilities but is not using the room then they must pay the hourly rate for the hire of the room to ensure that the facilities will be available to them.

Hiree's using the kitchen must ensure that all areas used and all equipment must be left cleaned and placed back in the area they came from. All surfaces must be cleaned with the provided cleaning materials and all rubbish disposed of in the LifeCare bins situated at the rear of the premises.

Hiree's may not use the Italian coffee machine without prior consent at the time of their initial booking.

Hiree's wishing to use the oven, gas plates must ask a member of staff to turn these items on. Hiree's will also be notified of where the fire blanket and gas safety shut off switches are allocated. If hiree's are not using these facilities they must not touch any of the switches.

Data Protection Act

The details of the Hirer will be held by LifeCare on its computer database for use by its accounts department for maintaining proper records and by the Venue Hire Team for event management and marketing purposes. It will not be passed on to any third parties.

Marketing/Advertising

No private function may be advertised by means of putting up posters in public spaces, such as on lampposts, railings, etc.

The LifeCare name and logo may not be used by any external organisation without prior permission from the LifeCare team.

Security

The Hirer shall be charged for the attendance of sufficient security guards/door supervisors at an event where, in the opinion of LifeCare, such attendance is desirable. This decision will be exclusively at the discretion of LifeCare.

Complaints and Disputes

In the first instance, any problems or complaints relating to the venue, additional services or these terms and conditions should be concierge staff during the event and followed up by email or phone call to the Business Relations Manager. The hire/guest/delegate may be required to make a formal written report prior to any formal investigation. Complaints and disputes will normally be investigated and solved by mediation within the organisation.