



Wokingham Borough Council

STANDARD TERMS AND CONDITIONS

DEFINITIONS USED IN THIS AGREEMENT

Arrival Date means the first date that you will arrive at the venue for the Event, as specified in the Event Agreement.

Client, You, you or your means the person or legal entity responsible for commissioning and payment of the Event, as specified in the Event Agreement.

Event means the booking using an area of our event space, activities, public space, facilities and/or food and beverage ("F&B"), specific details of which are set forth in the Event Agreement.

Event Agreement means the portion of this agreement that sets out the details of the Event (as produced by our appropriate C&E sales system).

Event Agreement Issue Date means the date that this agreement is sent by us to you, as set forth in the Event Agreement.

Event Planner means the person designated in the Event Agreement who is the event planner, meeting planner, travel agent, or professional conference organiser that performs services that result in you booking business at the venue.

Wokingham Borough Council (WBC), Inc. Venue, we, our or us means the entity who owns the venue where the Event will take place, as set forth in the Event Agreement.

Agent means the meeting planner, travel agent, professional conference organiser or other agency as designated in the Event Agreement that performs services that result in you booking business at our venues, and who is eligible to be rewarded by us with the commission payment as set forth in the Event Agreement.

Schedule of Events means an appendix to the Event Agreement that sets out additional specific details of an Event.

Standard Terms and Conditions mean the following terms and conditions that supplement the Event Agreement.

ALL RATES ARE QUOTED IN POUNDS STERLING.

A – DELEGATE PACKAGES

Currently, national and local taxes on delegate packages are prevailing rate. Please note that delegate packages rate of tax are subject to change and you will be responsible for payment of taxes applicable at the time of your Event (as well as any rate increases resulting from tax increases).

C – FUNCTION DETAILS

This Event is based on the meeting room/land hire schedule and function details of the Event as set forth in the Event Agreement.

All F&B rates, meeting room, land hire and activity rates are quoted inclusive of applicable national and local taxes, unless stated otherwise in the Event Agreement.

Currently, national and local taxes on rates are at the prevailing rate. Please note that rates of tax are subject to change and you will be responsible for payment

1. OPTION DATE

1.1. You are requested to review, sign and return this agreement to us within 7 days of the Event Agreement Issue Date, unless a different option date is stated in the Event Agreement. Please note that it is your responsibility to notify us if you need to extend your option. We reserve the right to release your tentatively reserved room/land hire, activities or associated facilities, or to review our rates, if we do not receive your signed agreement by the applicable due date. No cancellation fee shall apply in such circumstances. If other enquiries are received for the same dates of your proposed Event, we may contact you earlier for confirmation, at our sole discretion.

2. TERMS OF PAYMENT

2.1. If you have established sufficient credit facilities with WBC, you agree to pay an initial deposit (if applicable) as set out in the Event Agreement no later than 10 days after your receipt of this final signed agreement from us. Payment of the remaining balance will be due within thirty (30) days after receipt of the final bill.

2.2. If no credit facilities are agreed with WBC, then the following shall apply:

2.2.1. If the Event is taking place within 30 days of the Event Agreement Issue Date, full pre-payment of the Total Anticipated Revenue plus applicable national and local taxes is payable upon confirmation.

2.2.2. If the Event is taking place more than 30 days following the Event Agreement Issue Date, a deposit of 50% of the Total Anticipated Revenue plus applicable national and local taxes will be payable upon confirmation, with the full remaining balance plus applicable national and local taxes being due and payable no later than 30 days prior to the Arrival Date.

2.2.3 If there are increases in the number of delegates after the agreement is signed by both parties, then full pre-payment of such additional charges plus applicable national and local taxes must be paid prior to the Arrival Date.

2.2.4. No later than 14 days prior to the Arrival Date, you will provide us with a valid credit card that we may charge for all estimated master account charges, as well as any F&B or other services not expressly set out in the Event Agreement but made available on request by or on behalf of you during the Event.

2.2.5. We may apply different payment terms as set out in the Event Agreement, in which case the different payment terms as set out in the Event Agreement shall take precedence over any conflicting payment terms contained in this clause.

2.3. If you prefer, all charges can be paid by a major credit card that we accept. Please contact us for a then-current list of those major credits that our venue accepts as of the Event Dates. Currently, Wokingham Borough Council accepts Mastercard & Visa.

2.4. As a condition for us to accept your credit card as an approved form of payment for your master account charges, you agree to abide by the dispute resolution procedures described in this agreement below, which require that any disputes that you may wish to raise with respect to any master account

charges must first be addressed directly by you and the venue, in which case the parties agree to work in good faith to resolve any such disputed invoices in a timely manner. For the avoidance of doubt, you agree that you will not avail yourself of your credit card issuer's procedures for receiving a temporary credit for disputed charges arising from your credit card transactions with us (commonly referred to as a "chargeback").

2.5. We reserve the right to check your credit status at any time before the commencement of the Event, and we reserve the right to increase the amount of deposits and/or pre-payments should there be a negative change in your financial status. You expressly consent to our conducting any such credit checks.

2.6. Accounts 30 days past due will be charged interest at a rate of 4% above the Barclays base rate (or any local base rate equivalent) per month or the maximum rate allowable under applicable law or regulation (whichever is lower). If any charges are disputed in good faith, then you agree to pay us all undisputed amounts within 30 days of invoice date. The parties will then agree to work in good faith to resolve the disputed invoiced charges in a timely manner, and you agree to pay the remainder immediately upon resolution of the dispute.

3. ADDITIONAL SPEND

3.1. You shall pay us for any F&B and other services not expressly set out in the Event Agreement or the Schedule of Events (if applicable) but made available on request by or on behalf of you during the Event. On or before the Arrival Date, you will confirm to us in writing the names of those persons who you have authorised to sanction additional spend at the Event over and above the contracted amounts. All our records for additional spend (meeting room rental, audio/visual equipment, flipcharts, F&B functions and other incidentals) will be presented to one of your authorised signatures to be checked and signed on a daily basis.

4. COMMISSION (APPLICABLE TO AGENTS ONLY)

4.1. Unless specifically mentioned otherwise in the Event Agreement, we will only pay commission to those agencies who are certified members of IATA, TIDS or HBAA (or similar bodies).

4.2. The applicable commission that the Planner is eligible to receive for your Event is specified in the Event Agreement. Commission will be paid only to the designated Planner, unless before the commencement of the Event, we receive notice in writing signed by you and the designated Planner that the commission is to be paid to some other person or entity.

4.3. Unless specifically mentioned otherwise in the Event Agreement, commission will be paid in a single payment but only after we receive full payment for the Event as well as a valid commission invoice. For the avoidance of doubt, we have no obligation to take any action to collect funds to be paid as commissions.

4.4. You (and the Planner if the Planner is signing this Event Agreement on your behalf) agree to take full responsibility for determining whether disclosure of the commission is required and for making such disclosure if it is required. You (and the Planner if the Planner is signing this Event Agreement on your behalf) further agree to reimburse us for any fees, costs, liabilities or expenses that we incur should any person claim disclosure was insufficient.

4.5. If no travel agent/meeting planner/professional conference organiser is specifically identified in the Event Agreement, then you acknowledge that all terms and conditions with regard to the Event have been negotiated directly between you and us. If following the final execution of this agreement you elect

to retain the services of a travel agent/meeting planner/professional conference organiser in order to provide services to you in support of your Event, then you acknowledge and agree that any such retention will be solely at your election and all compensation owed to such travel agent/meeting planner/professional conference organiser shall be paid solely by you.

4.6. For the avoidance of doubt, you agree that the commission agreed to in the Event Agreement is for the benefit of the Event set out in the Event Agreement only and cannot be used by you to create a binding precedent for future events at our venue or at any other venue operating within WBC.

5. OUTSIDE FOOD AND BEVERAGE

5.1. You may not bring any outside food or drink into our venue for use during your functions/meetings, unless agreed by us in writing and in advance of the Event.

6. DELIVERIES

6.1. Arrangements for delivery of packages/equipment storage should be made through your designated event manager. Receiving, handling and shipping charges may apply. No packages will be accepted by us that require us to pay shipping costs. Deliveries will only be accepted within 48 hours prior to your Arrival Date, unless otherwise agreed by us in advance. All deliveries must be correctly labelled as per our guidelines. To the fullest extent permitted by applicable law, we shall not be responsible for any damage to or loss of your packages.

7. CANCELLATION AND PERFORMANCE POLICIES

7.1. You agree and understand that in the event of a full cancellation or lack of performance by you, we will have lost the opportunity to offer your unused facilities to others either individually or as part of another booking and we will incur additional costs in attempting to resell inventory that was already sold to you.

7.2. Full Cancellation

7.2.1. Should you cancel your Event for any reason, including changing your meeting/function site to another venue, you agree to pay us the applicable full cancellation damages. The full cancellation damages will be calculated as a percentage, based on the date of cancellation.

7.2.2. All notices of cancellation must be in writing and will take effect from the date of our receipt of your notice and the minimum numbers guarantees listed below.

Cancellation damages will be set out as below. Time of cancellation	Percentage of Event Revenue Chargeable as Cancellation Fee
In excess of 365 calendar days	0%
Between 365 and 85 calendar days	30%
Between 84 and 57 calendar days	50%
Between 56 and 29 calendar days	80%
28 calendar days or less of arrival	100%

7.3 Cancellations by WBC - In extraordinary circumstances, WBC may have to cancel, reschedule, or amend a booking. Where a cancellation or amendment is made by WBC, we will refund the charge, or

part thereof, made. WBC shall be under no liability for any expense incurred or loss sustained by the customer as a result of the cancellation. In this agreement an “extraordinary circumstance” means an event or circumstance which is beyond WBC’s reasonable control which by its nature could not have been foreseen by WBC or if it could have been foreseen was unavoidable.

7.4 CANCELLATION FOR CAUSE

7.4.1. In addition to any other legal rights and remedies available to us under applicable laws, we may cancel your Event and this agreement without liability under any of the following circumstances:

7.4.2. If we become aware of any deterioration in your financial situation such that we reasonably consider that you may not be in a position to fulfil your express obligations under the terms of this agreement.

7.4.3. If advance payments or deposits are not paid on a timely basis.

7.4.4. If you, or any of your employees, agents, sub-contractors or officers, commit any illegal act, or act in such a way as is likely to adversely affect the reputation of WBC.

7.4.5. For other reasons if we reasonably believe it is necessary to do so in order for us to comply with our obligations under applicable laws or regulations, including (but not limited to) if you are added to any restricted party listings as described in the preceding clause.

7.4.6. In the event that we cancel your Event for cause as provided for under this clause, then we will be entitled to the Event cancellation damages as provided in the agreement.

11. CONDUCT OF EVENT – the Customer agrees to the following:

11.1. To indemnify the Council against death or injury to any party or loss or damage of property belonging to any persons arising out of the use of the venue and its facilities during the Event by the Customer and any third-party liabilities that may occur as a result of the Event.

11.2. The Customer shall indemnify WBC against all claims, demands, actions and proceedings arising out of any infringement of copyright, or the unauthorised performance or use of any recording apparatus or contrivance at the venue during the Event, caused by the Customer.

11.3. To maintain a Public Liability policy of insurance with a reputable insurance company, subject to approval by WBC, for a minimum indemnity of £10,000,000 in respect of any individual claim to cover the liabilities which may arise under or in connection with this Agreement and to provide a copy with the insurance certificate to WBC before the start of this Agreement and at any time upon WBC’s request.

11.4. To maintain insurance for their own equipment.

11.5. If required by WBC to move or take down the Customer’s equipment stored at the venue if absolutely necessary.

11.6. To ensure compliance with national governing body regulations and any licencing rules that may be applicable to their Event whilst operating at the venue.

11.7. To perform and supply risk assessments:

11.7.1. to WBC and maintain safe operating procedures (such procedures to be approved by an authorised representative of WBC)

11.7.2. to make such modifications and recommendations to the procedures made by WBC, having been raised within 2 weeks of the supply of the risk assessments. Otherwise, the customer may assume they are deemed as approved.

11.7.3. WBC reserves the right to cancel any booking where risk assessments and subsequent control measures do not adequately cover the Event. The Customer is responsible for ensuring the Event is conducted in such a way that the overall health and safety requirements are met.

- 11.8. For external events, the Customer shall be independent and not require assistance, management and input from the on-site staff, unless the on-site staff are booked before the start date of this agreement. If a situation occurs where it is essential for the on-site staff members to step in WBC will invoice the Customer for staff time (at the set hourly rate as per the Council's annual fees and charges). Internal meetings will have a dedicated Event Coordinator to meet and greet the Event Planner on arrival.
- 11.9. To use reasonable endeavours to notify the invitees and customers of the Customer of the support and participation of the Council to the Event programme that the Customer is providing.
- 11.10. If approached by a customer or the member of the public, the Customer shall not say or do anything which tends in the reasonable opinion of WBC to have a negative effect on the reputation of WBC, its Countryside Service, venue events and activities or any aspect of its business or services.
- 11.11. Not to act in any way nor run any activities or events that may create or cause conflict with any activities or events run by the Customer and those run by the Council at the venue. Provided always that the council will notify the customer of any such activities/events no less than 3 months prior to the date of the Event Provided by the Council.
12. To protect:
- 12.1. the safety of other venue users at all times due to actions or activities of the customer.
- 12.2. the enjoyment of other venue users. (This does not allow venue users free access to the customers event.)
13. For public attended events, record and monitor customer feedback and give WBC a feedback report, noting steps forwards to improve where needed either once a month or after the end of a single booked activity or at such periods as WBC may request.
14. To ensure that first aid cover by suitably qualified first aiders is provided for all external events and activities run by the Customer during the Term of this Agreement, in proportion to the number of participants / size of event or activity. The level of cover must meet HSE guidance and regulations.
15. Record and monitor all health and safety incidents and accidents. Provide WBC with copies of the incident / accident reports in writing when requested by WBC. Any RIDDOR forms logged must be immediately notified to WBC.
16. To ensure that that all users of the venue and its facilities for the Event comply with this Agreement and with all reasonable requirements of WBC for the safety or convenience of those using the venue.
17. To provide to all users of the venue for the Event and all customers and invitees of the Customer a pre-event safety briefing where appropriate, including awareness and safety of other venue users and to provide a copy or advise verbally all users of the venue's rules and regulations. Found at <https://www.wokinghamcountryside.co.uk/code-conduct>. (Specific to Country Parks)
18. To ensure that users of the venue for the Purpose, and all the Customer's invitees and customers, are supervised at all times whilst at the venue.

19. For external events, to remove any and all litter and signage, post event, and all associated paraphernalia associated with the Event from the venue at the end of each Event session.
20. Outside of parking on agreed site locations, that any car park user shall purchase a valid car parking ticket from car park pay and display machines.
21. To carry out and pay for any works or repairs to the venue resulting from, or preparation work required for the Customer Event. This excludes any aspects deemed as usual country park 'wear and tear' following a high footfall event involving the erection of marquee structures and car parking. These works will be carried out to WBC's reasonable satisfaction within an agreed timescale (repairs will be agreed within 1 week of the report being received). [The Customer shall repay to the WBC on demand the reasonable cost, as certified by the WBC whose certificate shall be final, of carrying out any works which are required for the Customer Activity, repairing, replacing or reinstating any part of the venue and its facilities or any property in or upon the venue and its facilities damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring]
22. To work with WBC and implement reasonable measures to limit any negative impact upon wildlife due to the Customers Event as requested by WBC's Biodiversity Officer or other relevant Council officer.
23. The Customer shall leave the Venue and its facilities in a clean and tidy condition and ensure that the facilities are secured and locked, where appropriate. If the venue and its facilities are not left in a clean and tidy condition, as certified by WBC, a cleaning charge of £50 will be applied and will be payable by the Customer within 30 days of request for the same being sent by WBC.
24. The Customer shall comply with and ensure compliance with WBC's No Smoking Policy.
 - 24.1. No smoking within 10m of buildings.
 - 24.2. Smoking specific bins incorporated into Site plan.
 - 24.3. Smoking rubbish removed from the Site at the end of the event.
25. Licensable activities, including but not limited to gambling and the supply of alcohol, must be licensed with the appropriate provider and proof of said license presented to WBC.
26. Music and other loud noise shall cease by 11pm, except by prior written approval from WBC.
27. Photography and filming at the venue, with the exception of personal non-commercial use, may only occur on the Site for the benefit of the Activity run by the Customer.
28. Council officers, for the purpose of inspecting, shall at all times during the period of hire have unrestricted entry to the venue and its facilities and instructions must be given by the Customer to their users for their entry. WBC reserves the right at its absolute discretion to refuse admission to or evict any person from the venue or its facilities.
29. The rights to use the venue and its facilities under this Agreement shall not be sublet, assigned, or otherwise transferred and the Customer shall not assign the benefit or burden of the Agreement or any part thereof, or sublet or subcontract any part of the facility.

12. WBC AGREES TO THE FOLLOWING:

- 12.1. To allow the Customer access to the venue, to provide the Event laid out in this agreement.
- 12.2. To allow the Customer priority use of their own equipment subject to prior arrangement with WBC before the start of this agreement.
- 12.3. To be in regular communication with the Customer on issues that they need to be reactive to.
- 12.4. If the Customer finds the Event is unsustainable due to any circumstance which WBC agrees is not within the Customer's reasonable control, then the Customer can cease the Event without incurring any penalty costs subject to the Customer notifying WBC of its intention to cease the

Event no later than 14 days before the start of the next session and honouring existing bookings or outstanding commitments.

- 12.5. For public attendance events, to display two (2) banners at the venue, list the event on the wokinghamcountryside.com event page and promote on the relevant social media channels one month before and one week before the event. Further promotion is at the discretion of WBC.

13. THE COUNCIL AND THE CUSTOMER AGREE TO THE FOLLOWING

- 13.1. WBC may terminate this Agreement with immediate effect by giving written notice to the Customer if the Customer:
- a. commits a breach of clause 35 above; or
 - b. makes any social media communications or posts any comments in any public forum which WBC in its absolute discretion considers to be damaging to its business interests or reputation including but not limited to any posts or comments which defame, disparage, harass, bully or unlawfully discriminate against WBC, Countryside Services or its staff, which aren't removed within 1 hour of WBC notifying the Customer.
- 13.2. WBC may terminate this Agreement at any time effective on 14 days' written notice if the Customer Activity at the venue have, in WBC's reasonable opinion, had an unacceptable negative impact on the venue, has breached health and safety regulations or generates an unacceptable number of complaints by other venue users or there has been a material breach of this Agreement.
- 13.3. Termination of this Agreement by WBC shall be without prejudice to the rights or remedies WBC may have under this Agreement or otherwise and shall not release the Customer from any obligation under this Agreement. WBC shall be entitled to retain and benefit from any monies paid to them in respect of the hire of the venue and its facilities.
- 13.4. In the event that a dispute arises in respect of this Agreement the parties will meet within ten (10) working days of a request by either party and the parties shall use their best endeavours to resolve disputes arising out of this Agreement. If any dispute referred to a meeting is not resolved at that meeting then either party, by notice in writing to the other, may refer the dispute to senior officers of the two parties who shall co-operate in good faith to resolve the dispute as amicably as possible within twenty (20) working days of service of such notice. If the senior officers fail to resolve the dispute in the allotted time, then the parties shall, within that period, on the written request of either party enter into an alternative dispute resolution procedure with the assistance of a mediator agreed by the parties or, in default of such agreement within seven (7) working days of receipt of such request, appointed, at the request of either party, by the Centre for Dispute Resolution or such other similar body as is agreed.
- 13.9. Force Majeure
- a. Provided it has complied with clause 10.4 and subject to clauses 2 and 3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by any circumstance not within that party's reasonable control ("the Force Majeure Event") (the "Affected Party"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

- b. The corresponding obligations of the other party will be suspended, and it's time for performance of such obligations extended, to the same extent as those of the Affected Party.
- c. The Affected Party shall:
 - i. As soon as reasonably practicable after the start of the Force Majeure Event [but no later than 7 working days from its start], notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Agreement; and
 - ii. Use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- d. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than two (2) weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving written notice to the Affected Party.

13. COMPLIANCE WITH LAWS

You agree to comply with all applicable laws and regulations, including without limitation, health and safety codes, DBS checks, freedom of information, Safe-guarding, anti-terrorism, anti-corruption, anti-money laundering laws and regulations, and fire regulations. You agree to cooperate with us and any relevant government authority to ensure compliance with such laws and regulations. In case of doubt with respect to fire regulations, we may require that you obtain at your expense a certificate of compliance from the local fire authorities.

14. MISCELLANEOUS

14.1. The parties agree that for purposes of this agreement and any amendment or modification thereto, or for any other notice or communication between the parties, signatures sent or received by email with a scanned document with signature attached will be considered as enforceable and valid as an original signature by the party signing.

14.2. The effective date of communications between the parties will be determined as follows: (1) Communications sent by courier will be effective as of the date of receipt as evidenced by the courier company; (2) Communications sent by first class mail (or local equivalent), recorded delivery or registered post shall be effective as of 9:30 a.m. on the second clear day after the date of posting; (3) Communications sent via facsimile will be considered effective as of the date and time on the facsimile confirmation sheet retained by the sender; and (4) Communications sent by email will be effective as of the date sent.

14.3. Any provision in this agreement that is held to be illegal or unenforceable in any jurisdiction shall be ineffective to the extent of such illegality or unenforceability without invalidating the remaining provisions of this agreement, and any such illegal or unenforceable provision shall be deemed to be restated to reflect as nearly as possible to the original intentions of the parties in accordance with applicable law. The failure by a party to enforce any term or condition of this agreement does not waive that party's right to enforce that or any other term or condition at any time.

14.4. WBC will not be liable for any failure or delay in providing facilities, services, food and beverages as a result of events or matters outside its reasonable control, (including, but not limited to fire, storm, explosion, flood, terrorism, Act of God, outbreak of infectious disease and/or epidemic, pandemic or

quarantine restrictions, action by any Government or Government agency, shortage of materials, goods or labour (including shortages caused by delays or breaks in the venue's supply chain), strike or lockout or other labour dispute) or any such event causing the whole or a substantial part of the venue to be closed to the public.

I agree that the details within this contract are confirmation of the requirements and costs of the event and I agree as the authorized client signatory to the stated terms and conditions.

ACCEPTED AND AGREED TO ON BEHALF OF THE CLIENT	ACCEPTED AND AGREED TO ON BEHALF OF WOKINGHAM BOROUGH COUNCIL
By:	By:
Signature:	Signature:
Title:	Title:
Date:	Date: