

Terms and Conditions

Introduction

In these terms of business, which apply to all bookings, the expression 'Centre' means the Riverside Christian Centre - Company registration/charity number 1123015 ('The Company') and 'Client' means the person, firm or company booking the facilities and services provided at the Centre by the Company. The Administrator means the administrator of the Centre.

Booking Confirmation

1.1 Any booking including telephone bookings will be provisional until the Centre has received a completed booking form (by email or post) of the proposed booking from the Client and the Centre subsequently issues a booking confirmation to the Client.

1.2 Written confirmation of the proposed booking by the Client will be taken as acceptance of these terms of business.

Prices

2.1 The Centre does not charge VAT.

2.2 Prices quoted are subject to variation up to 12 weeks prior to arrival, after which, except for variations due to Client requirements, they may only vary due to reasons outside the Centre's control, in which case they will immediately be notified to the Client. In the latter case, the Client will have the right to cancel the booking without cost.

2.3 The Centre reserves the right to charge supplementary fees including but not limited to the following:- information technology and related connectivity costs, clearing of rubbish, additional portage/labour, security, policing and out of hours access, particularly when large amounts of equipment and display materials are required to be brought into the building for exhibitions, trade shows etc.

Availability

3.1 All rooms, facilities and rates offered by the Centre are subject to availability at the time of booking acceptance.

3.2. Unless otherwise agreed at the time of booking, the Client does not have right to sole and exclusive use of the Centre and other events or activities may concurrently take place when the Client is using the Centre.

Numbers

4.1 Provisional minimum numbers will be required from the Client at the time of booking and the Centre's minimum charge for the facilities booked will be based on those numbers.

4.2 At least 14 days prior to arrival, the Client will provide the Centre with up to date guest numbers

4.3 At least 7 days prior to arrival, the Client will provide the Centre with final guest numbers. The final charge to the Client will be calculated using this number or the actual number attending, whichever is the greater, provided that the minimum charge is exceeded.

4.4 If any reduction is made by the Client to the final numbers less than 7 days prior to arrival, the Centre may charge the Client 50% of the per head charge for each guest not attending. If less than a days' notice is given, each non attending guest will be charged to the Client at the full price per head.

Deposits

5.1 The Centre may require a deposit at any time prior to arrival, the amount being determined by the Centre. In all cases, failure to pay a deposit within 14 days of being requested to do so entitles the Centre to treat the booking as cancelled without notice to the client.

5.2 If the Client cancels, any deposit will be set against cancellation charges.

Payment

6.1 Settlement of the invoice in full, less any advance payments, must be made within 30 days of the invoice date.

6.2 Payment is by bank transfer, cash, credit and debit cards as are recognised by the Centre,

6.3 At least 3 working days are normally required to process credit and debit card payments and 5 working days to process cheque payments.

Cancellation by the Client

7.1 Cancellations or postponements by the Client must be in writing and will result in the charges below becoming due. In each case, the percentage charge is based on the advance notice of cancellation or postponement given and applies to the estimated total cost of the booking.

(see 12.6 below as the Client can insure against cancellations etc.)

12 – 9 weeks = 25%

8 – 5 weeks = 50%

4 weeks – 15 days = 80%

14 days and under = 100%

7.2 The Centre will not accept lack of support for an event as a valid reason for cancellation, nor will consideration to waive cancellation fees be based on a booking being rescheduled.

7.3 The Centre will try to re-let the allocated rooms and a reduction of the cancellation charge may be made if the Centre is successful.

7.4 The Client also agrees to reimburse the Centre for any costs incurred by it arising from the consequential cancellation of the Centre's arrangements with third parties.

Changes and Cancellation by the Centre

8.1 The Centre may cancel the booking at any time and without liability to the Client if:

8.1.1 the Client is more than 28 days in arrears with payment to the Centre for previously supplied services;

8.1.2 the Client is unable to pay its debts as they fall due;

8.1.3 any part of the Centre is closed or unable to operate for any reason beyond the Centre's control.

8.2 If the Centre cancels the booking for a reason other than as set out in clause 8.1, then it will use its reasonable endeavours to provide alternative facilities at another venue.

Arrival and Departure

9.1 Meeting rooms, conference facilities, event space and exhibition suites will be available as booked.

Extensions for early arrival or late departure may be considered however, this must be agreed with the Centre as this may not be possible. A supplementary charge will be applied.

Etiquette and Controls

10.1 The Centre reserves the right to judge acceptable levels of noise or behaviour of the Client, the Client's employees, the Client's guests or representatives or sub-contractors and the Client must take all steps necessary for corrective action as requested by the Centre. In the event of failure to comply with management requests, the Centre may terminate the booking or stop any event without being liable for any refund or compensation.

10.2 It is the policy of the Centre not to discriminate on the grounds of race, colour, nationality, creed, sex, marital status, age, ethnic origin or disability. The Client, its employees, guests and all sub-contractors engaged by or on behalf of the Client are expected to adhere to this policy and the Centre may, without incurring any liability, remove from the Centre any person offending against this policy.

10.3 The Centre and the events it hosts are subject to statutory controls, including those relating to fire, licensing, entertainment, health, hygiene and safety. These must be strictly observed by Clients and their employees, guests and representatives or sub-contractors.

10.4 Prior consent of the Centre must be received for any entertainment or services contracted by the Client or for any display. All displays must comply with statutory codes and regulations. 10.5 The Client will ensure that any outside contractor reports to the Centre's Duty Manager to sign a contractor's indemnity form. The Centre may in its absolute discretion refuse access to any contractor.

External Purchases

11.1 No wines, spirits, beers, non-alcoholic drinks or food may be brought into the Centre or its grounds by the Client, guests or representatives or sub-contractors for consumption or sale on the premises. The Centre does not hold a licence for the consumption of alcohol on the premises.

Liabilities

12.1 Other than for death or personal injury caused by the negligence of the Centre, the Centre's liability to the Client, their employees, guests and sub-contractors is limited to the price of the booking plus expenses directly and necessarily incurred by the Client to comply with the booking. The client must take all appropriate action to mitigate any potential costs arising from a potential claim and this should include but not be limited to purchasing appropriate insurance at the time of booking.

12.2 Unless the Centre is liable under clause 12.1, the Client indemnifies the Centre from and against any and all liability and any claims, costs, demands, proceedings and damages resulting or arising from the booked meeting or event, the Client, their employees, guests and subcontractors.

12.3 The Centre will not be liable for failure to perform to the extent that the failure is caused by any factor beyond its reasonable control. This includes but is not limited to withdrawal of licences, certification or similar permits governing the Centre by any appropriate authority.

12.4 The Centre does not accept responsibility whatsoever for damage to, or theft from, vehicles parked close to the Centre's premises.

12.5 The Client is responsible for any damage caused to the allocated rooms, furnishings, utensils and equipment in them by any act, default or neglect of the Client, their employees, guests and sub-contractors shall pay to the Centre on demand the amount required to make good or remedy any such damage.

12.6 The Centre accepts no liability for loss or damage to the Client's equipment or property or equipment or property belonging to the Client's employees, guests and sub-contractors whilst at the Centre.

12.7 The Client shall fully indemnify the Centre for any costs (both direct and indirect) relating to acts and omissions by the Client, their employees, guests or sub-contractors when using any IT network, such indemnity to include, but not be limited to, security matters, infringement of the legal rights of any party and dispersal of any inappropriate and unsolicited material by electronic means.

General

13.1 The Centre's name, telephone, logo, website address, the name 'Riverside Christian Centre' and the name of 'Riverside Church' must not be used in any advertising or publicity without the express prior written consent of the Centre Manager.

13.2 The booking is not assignable by the Client without the prior written consent of the Centre.

13.3 The information provided by the Client may be processed by the Centre for the purposes it has notified to the Data Protection Registrar. By confirming the booking, the Client consents to this processing of the information.

13.4 Under no circumstances is anyone qualified, partially qualified or unqualified to install or interfere with any electrical equipment or wiring without full consultation with and supervision of the Centre's engineer or electrical technician appointed by the Centre. The Centre Manager or a person so authorised by the Centre reserves the right to disconnect the supply of electricity at any time at their discretion when it is believed to be dangerous or overloading the Centre's circuits.

13.5 Any comment or complaint should be made at the Centre to the Manager at the time of the event so where possible the matter can be resolved immediately. Alternatively, write within 7 days to the Centre's Manager at Riverside Christian Centre.

13.6 The Centre will not accept a claim for loss or damage of equipment or goods delivered in advance or left pending collection after an event; unless a charge was made by the Centre to the Client for such handling, storage of the said equipment or goods.

13.7 The Centre will not be held responsible for the quality of food if not served at the scheduled time as agreed in the final arrangements or due to late arrival of guests. No third party rights shall accrue under this contract.

13.8 These terms will be construed in accordance with English law and the Centre and Client submit to the exclusive jurisdiction of the English courts.

General Terms and Conditions

Riverside Christian Centre Website is currently provided free-of-charge to users who agree to abide by these Terms and Conditions including Terms and Conditions of Trade. Company reserves the right to change the nature of this relationship at any time, and to revise these Terms and Conditions from time to time as Company sees fit.

Users should check these Terms and Conditions periodically. By using the Site after changes to these Terms and Conditions, you agree to accept those changes, whether or not you actually reviewed them.

Entering the Site will constitute your acceptance of these Terms and Conditions. If you do not agree to abide by these Terms and Conditions, please do not enter the Site.

Sponsors

All companies that we feature on the Site are solely responsible for their own obligations to you. No person under the age of 18 should use the Site without the consent of their parent or legal guardian. We strongly encourage all parents and guardians to monitor the Internet use of their children. Use of the Site by any user shall be deemed to be a representation that the user is 18 years of age or older.

Cookies

"Cookies" are small encrypted data files (containing references to user ID information supplied by the user and stored on our secure server) that may write to your hard drive once you have accessed a site. If you prefer not to accept a cookie, you can set your web browser to warn you before accepting cookies or you can refuse all cookies by turning them off in your web browser.

Trademarks, Copyrights & Restrictions

This Site and all materials on the Site, including, but not limited to, images, illustrations, posts, audio clips, video clips (the "Materials") is the property of Riverside Christian Centre and its affiliates, sponsors, and licensors and are protected from unauthorised copying and dissemination by copyrights that are owned or licensed by the Company and by copyright law, trademark law, international conventions and other intellectual property laws. You may not reproduce, perform, create derivative works from, republish, upload, post, transmit, or distribute in any way whatsoever any Materials from the site or any other web site owned or operated by the Company without the prior written permission of the Company. However, you may download or make one copy of the Materials and other downloadable items displayed on the Site, provided that the same are not used for any commercial purpose, distributed to third parties or offered for sale to third parties, and further provided that all copyright and other notices contained in the Materials are left intact. Any modification of the Materials, or any portion thereof, or use of the Materials for any other purpose constitutes an infringement of the Company's copyrights and other proprietary rights. The use of these Materials on any other web site or networked computer environment is prohibited and such unauthorised use may violate copyright, trademark and other similar laws. Nothing contained on this Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use this Site or any information displayed on this Site, through the use of framing or otherwise, except: (a) as expressly permitted by these terms and conditions; or (b) with the prior written permission of the Company or the respective owner.

Monitoring

Although the Company is not obliged to do so, it will have the right, but for the avoidance of doubt not the obligation, to review your communications through the site to determine whether they comply with these Terms and Conditions and applicable laws or regulations. The Company will comply with any court order in disclosing the identity or location of any person posting communications through the Site.

Links

The Company is not responsible for the content of any sites that may be linked to or from the site or any bulletin board associated with the Company. These links are provided for your convenience only and you access them at your own risk. Any other web site accessed from this Site is independent from the Company, and the Company has no control over the content of that other web site. In addition, a link to any other web site does not imply that Company endorses or accepts any responsibility for the content or use of such other web site. In no event shall any reference to any third party or third party product or service be construed as an approval or endorsement by the Company of that third party or of any product or service provided by a third party.

Privacy Issues

The Company is committed to protecting the security and confidentiality of all personal data collected or otherwise processed through the Site. Our Privacy Policy summarises what personal information we may collect and process and what we will do with such information. You should review our Privacy Policy before providing any personal information to the Company. Any changes made to the Privacy Policy will be posted in the Privacy Policy.

Disclaimers & Indemnity

By using the Site you agree to indemnify the Company, its officers, directors, employees, successors, agents, distributors, sponsors, and affiliates for any and all claims, damages, losses, liabilities and causes of action (including legal expenses) arising out of or relating to your breach or alleged breach of these Terms and Conditions (including without limitation, claims made by third parties for infringement of intellectual property rights), or for any content that is provided by you. You agree to co-operate as fully as reasonably required in the defence of any claim. The Company reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by you. The information contained in this Site is for general guidance on topics selected by the Company. Such information is provided on a blind-basis, without any knowledge as to your industry, identity or specific circumstances. There may also be delays, omissions, or inaccuracies in information contained in this Site.

The information on this Site is provided with the understanding that the Company and various authors and publishers providing such information are not engaged in, and that providing such information does not constitute the rendering of legal, accounting, tax, career or other professional advice or services. As such, information on this Site should not be relied upon or used as a substitute for direct consultation with professional advisers.

This site contains facts, views, opinions, statements, and recommendations of individuals and organisations. The Company will not be liable or responsible for the content including the accuracy, integrity, quality or reliability of any communication, advice, opinion, statement, or other information displayed, uploaded, or distributed through the site or for any errors or violations of laws or regulations. You acknowledge that any reliance on any such communication, opinion, advice, statement, or information will be at your sole risk.

The materials on this site are transmitted and distributed "as is" and appear on the site without express or implied warranties, conditions, terms or representations of any kind, including, but not limited to, any implied warranty, condition, term or representation as to satisfactory quality or fitness for a particular purpose and all such warranties, conditions, terms and representations are specifically excluded. There is no warranty, condition, term or representation as to the quality, accuracy, completeness, and validity of any materials on the site, and no warranty, condition, term or representation that the functions contained on the site will be uninterrupted or error-free, or that defects will be corrected.

Limitation of Liability

Neither the company, nor its officers, directors, employees, agents, successors, subsidiaries, distributors, affiliates or third parties providing information on this site are responsible or liable for any special, incidental, indirect or consequential loss or damages or any loss of data, profits, income, goodwill, contracts, use of money, or any other loss or damage whatsoever arising out of or in connection with the use of, or the inability to use, this site or the information contained on this site, even if the Company has been advised of the possibility of such damages or otherwise and whether arising in tort (including negligence), contract or otherwise. Nothing in this paragraph shall exclude or restrict liability for fraud or death or personal injury caused by negligence. Subject to the foregoing sentence, in no event shall the Company, or any other third party providing information on this site, be liable to you for any damage or loss or for any cause of action resulting from your use of this site, whether in contract, tort (including, but not limited to, negligence), breach of statutory duty or otherwise.

Jurisdiction

The Company operates the Site from its offices within the United Kingdom. The Company makes no representations that content and materials on the Site are legal or appropriate for use from outside the United Kingdom. If you choose to access the Site from other locations, you do so at your own risk and are responsible for compliance with any and all local laws.

This Agreement will be governed by and construed in accordance with English law. You irrevocably submit to the exclusive jurisdiction of the English courts in respect of any claims brought to enforce these Terms and Conditions or matters related to the Site ; provided, however, that notwithstanding anything contained in these Terms and Conditions to the contrary, the Company shall have the right to institute judicial proceedings against you or anyone acting by, through or under you, in order to enforce the Company's rights hereunder through specific performance, injunction or similar equitable relief. Any claim or cause of action you have with respect to use of the Site must be commenced within one (1) year after the claim arises.

General

If any provision of these Terms and Conditions is deemed void, unlawful, or otherwise unenforceable for any reason, that provision will be severed from these Terms and Conditions and the remaining provisions of these Terms and Conditions will remain in force. Failure by the Company to exercise or enforce any right conferred by these Terms and Conditions shall not be deemed to be a waiver of any such right, nor operate so as to bar the exercise or enforcement of such right or any other right on a later occasion. These Terms and Conditions constitute the entire agreement between you and the Company concerning your use of the Site, and the

Agreement will not be modified without the written consent of a director of the Company. You may not assign these Terms and Conditions nor any of its rights or obligations under these Terms and Conditions. The Contract (Rights of Third Parties) Act shall not apply to these Terms and Conditions.