

Terms and conditions of hiring the

Vine Conference Centre – 131 Garvock Hill, Dunfermline

Definitions

Below are the definitions of the words used in these Terms and Conditions:

Event:

Conferences, lectures, meetings, presentations, receptions and seminars, held in the **Vine Conference Centre's** rooms, the date of which has been agreed between you and the Vine Conference.

Event Attendees:

Any person who will be attending your event including staff, guests, speakers and suppliers; or anyone else operating on your behalf.

Facilities:

Any property including rooms and equipment belonging to the **Vine Conference Centre**.

Services:

Includes audio visual equipment hire and support, catering and other business services.

We; us; our

Vine Conference Centre.

You; your:

The person, organisation or company who will be hiring and using **Vine Conference Centre** facilities and services.

Thank you for choosing the **Vine Conference Centre** for your event.

It is important that you understand clearly, when you make a booking with the **Vine Conference Centre**, who is responsible for what. This document sets out clearly which responsibilities lie where. The following are the terms of the Booking Contract ("the Contract") between you and Vine Conference Centre.

1. Who is this contract between?

The contract is between you and us. You accept responsibility for paying all charges, including any extra charges, arising under the contract. The contract is subject to and construed and interpreted in accordance with the laws of Scotland and any relevant regulations of the **Vine Conference Centre**. You may not transfer your rights or responsibilities under the contract to any other person or organisation.

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2. Making a Booking and Booking Deposit

a) All bookings made with us are granted strictly for the purposes agreed (see clause 13) and will be accepted only on that basis, and following receipt of the Contract signed by you. You may also be asked for a non-refundable deposit of 50% of the total invoice amount applied in the Contract. No booking will be confirmed until we have received a signed Contract and, if requested by Vine Conference Centre, the non-refundable deposit.

b) Once you have confirmed to us you wish to make a booking, and the specific arrangements for your event, we will set the details out in the Contract and will send it to you for signature, together with an invoice for the deposit (if this applies). We will provisionally hold the facilities and services you have requested from the date the Contract is issued, and will inform you of the date on which the provisional booking will lapse. No provisional booking will be held for more than 28 working days. If we hold a provisional booking and you have not yet returned the contract, we will contact you if another client wants to book out the same rooms, and will give you 24 hours to respond before letting it to another client.

c) You will sign the Contract and return it (and the deposit payment if it applies) to us by post, fax or email. If we do not receive the Contract by the provisional booking deadline we have set, we will release the provisional booking held. Should this happen, you will not be charged for the provisional booking.

d) On receipt of the Contract and deposit (if it applies) we will confirm, by email, your booking and receipt of any non-refundable deposit you have paid.

e) By signing the Contract you will have agreed to pay all the charges for facilities and services set out in the Contract, unless these are changed or cancelled under the terms of clauses 4 or 5 below. In which case you will pay the charges set out in the relevant clause(s).

3. Final Invoice

After the event, we will send a final invoice to you for the balance of all final charges for the facilities and services set out in the Contract. You will pay in sterling, to the address shown on the invoice, within 21 days of the date of the invoice. If you do not pay the invoice in full and on time, a reminder that may include a 10% non payment surcharge will be issued. After that time, we reserve the right to withdraw any discount that may have been granted. We may also charge you interest at 2% over the base rate for borrowing then applied by the Clydesdale Bank on all outstanding sums and any other relevant costs incurred by us as a result of your default.

4. Altering the Contract

a) We will accept alterations to the Contract up to 7 working days before your event. Please note that you will, if we require it, still have to pay for any cancelled items in accordance with the terms of clause 5. After that time we will supply what is agreed in the Contract and charge accordingly. We shall have no liability to you for any inconvenience or loss this may cause you.

b) If you do alter the Contract, we will issue a revised Contract, which you will sign and return to us. The revised contract will only take effect when received by us and if it is received by us no later than 7 working days before your event. The revised contract will include details of all previous and new facilities and services agreed, and any cancelled.

c) There may be circumstances which require us to alter the facilities or services allocated to you. We will do this only if the alternatives we offer are suitable for your purposes as you explained them to us when you made the booking. There will be no extra charge to you if we alter your facilities or services.

5. Cancellation

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a) If you decide to cancel or postpone your booking, or alter facilities and services you have agreed to pay for in the Contract, you will be liable to pay charges for any facilities or services that we cannot re-sell despite using reasonable efforts. You will pay in full for any facilities or services in the Contract that you do not cancel, whether or not you use them. The level of charge to be applied will depend on the amount of notice you give us, calculated from the following table:

Written notice received by us (letter of email) revenue to be charged (Original)	% of contracted
More than 57 calendar days before the first day of the event above any non-refundable deposit paid	No charge over and
29 to 56 calendar days (inclusive) before the first day of the event	50%
8 to 28 calendar days (inclusive) before the first day of the event	75%
Up to 7 calendar days before the first day of the event	100%

b) The cancellation charges referred to above represent a reasonable pre-estimate of the net loss that will be incurred by **Vine Conference Centre**, based on previous experience, including but not limited to lost time, costs and expenses due to cancellation.

c) We will tell you the final cancellation charges once we know whether or not we have been able to re-sell the facilities or services cancelled.

d) We reserve the right to cancel the Contract for reasons that are beyond our control. If this happens we will use all reasonable efforts to offer you an alternative. We cannot accept responsibility if we cannot provide facilities or services because of any cause which is beyond our control.

e) We reserve the right to cancel the Contract without liability to you if you are in arrears of previous payments or **Vine Conference Centre** becomes aware of any significant change in your circumstances that would adversely affect the reputation of **Vine Conference Centre** should your Event proceed.

6. Opening and Closing Times

a) **Vine Conference Centre** is normally open Monday – Friday from 08.00 until 17.00, although it may be possible for us to stay open later. If your event requires the building to be open before 08.00, additional costs will apply. The building does not remain open after 22.00.

b) **Vine Conference Centre** does not normally open during the weekend. However, if we agree to do so, additional charges may apply.

c) All events in the building will start and end at the time agreed in the Contract, and all your event attendees will have vacated the building no later than 30 minutes following the end of the event. We will charge you for any facilities or services used out-with the times agreed in the Contract.

d) For the avoidance of doubt, if you require time to set up your room, you must ensure that you book the Facilities from sufficiently early to allow you to complete this set up prior to your Event Attendees arriving. If you require to set up the night before an Event, then this would constitute an additional booking.

7. Food and drink

Only food and drink supplied by **Vine Conference Centre** as part of the Services may be consumed on the premises, unless with prior consent.

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8. Animals and pets

No animals or pets of any kind, except guide/hearing dogs, are allowed on our premises.

9. Behaviour of Event Attendees

You will make sure that your event attendees behave in such a way that they do not cause a nuisance or unreasonable disruption to **Vine Conference Centre**, our employees, or to anyone else using or visiting **Vine Conference Centre**. Should any of your event attendees refuse to, or appear unwilling to alter any aspect of behaviour that is unacceptable to us, we reserve the right to terminate the stay of the person(s) involved or all your event attendees.

10. Liability

a) You agree to pay any loss or liability of any kind to us or any other person caused by you or any of your event attendees and to indemnify **Vine Conference Centre** in full against all injury (including death) to any persons or loss of or damage to any property which may arise out of any negligence, act of omission by you or your event attendees.

b) We advise that you obtain insurance and are fully insured against all losses or liabilities. We cannot accept responsibility for loss of or damage to property or vehicles belonging to you or any of your event attendees, however caused.

11. Services provided by other parties

a) Sub-letting all or part of the venue associated with your booking is not permitted without express permission of **Vine Conference Centre**

b) **Vine Conference Centre** cannot accept any liability for any costs connected with services you arrange directly with other providers.

c) If you ask us to arrange services to be provided by any other person or organisation, any resulting contract is between you and the person or organisation providing the service, unless we specifically agree otherwise. We will treat the person or organisation providing the service as your event attendee.

12. Health & Safety

We comply with statutory requirements governing, licensing, health and safety and entertainment. You are therefore responsible for ensuring that all your event attendees comply with all laws and byelaws relating to these requirements, and with our Health and Safety policy and procedures. If you fail to comply with these Health & Safety obligations, it may result in the termination of the Contract.

13. Event Purpose

We restrict the type of event that can be held on our premises to events that are consistent with the objects of our Landlord. It is essential that you inform us of the nature and purpose of the event at the time of booking.

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14. Prices and Discounts

- a) Prices quoted for your event are subject to change, and all charges are based on the prices which apply when the facilities or services are requested.
- b) The signed booking form constitutes the sole, complete and binding agreement between the parties regarding the booking and supersedes all prior communications between the parties. No amendment or modification of this agreement shall be binding upon the parties unless made in writing and executed by an authorised representative of each party

14. Smoking Policy

Please note we do NOT permit smoking anywhere in our grounds, apart from the designated smoking area. Please ensure your delegates are aware of the location of the smoking point and adhere to our smoking policy.

15. Complaint Procedure

If you have a complaint against the facilities or services provided by **Vine Conference Centre** during the event, or about any of the arrangements relating to the event you should contact the Conference Centre Manager