

## TERMS AND CONDITIONS

We are The City Learning Centre @ Carlton Bolling (hereafter CLC). These are our terms and conditions for the use of meeting rooms, conference rooms and teaching rooms (hereafter rooms) at CLC.

### Facilities and Services

In consideration of payment by the client in regards to the total charges stated on the booking form, CLC permits the client to use the rooms and where applicable the services during the period(s) on the date(s) specified.

### Payments and Termination

All charges to be paid under this agreement are exclusive of VAT which will, where relevant, be charged to the client at the standard rates. All charges are payable in advance unless otherwise agreed.

CLC shall be entitled to terminate this agreement on notice to the client in the event that:

All monies due and payable under this agreement have not been paid by the due date or otherwise agreed;

The client fails to return the completed booking confirmation;

The client fails to adhere to the CLC terms and conditions;

Any termination of this agreement shall be without prejudice to any rights or remedies that may have accrued to either party.

If the client cancels the booking of the rooms it shall remain liable for the payment to the owner of a cancellation charge as follows:

- |   |   |                          |
|---|---|--------------------------|
| 1) 0 - 14 working days notice           | - | 100% cancellation charge |
| 2) more than 14 working days notice     |   | 25% cancellation charge  |
| 3) All cancellations must be in writing |   |                          |

Cancellation charges apply to total booking value, to include room hire, pre-booked catering and equipment costs.

The client hereby acknowledges that such cancellation charges are a fair estimate of the loss incurred by CLC.

### Rights and Responsibilities

The client shall not:

- Use the room(s) other than in connection with the client's business and in any event shall not permit the room to be used for any illegal activity;
- Install in the room any furniture, equipment or signage whatsoever or alter the room, its partitioning or fittings without prior written agreement and appropriate additional charges;
- Damage any of the decorations, fixtures or other equipment in the room. In the event that the client or the client's guests damage any part of the room, the client shall be held liable for costs incurred to CLC;
- Use the room in any way which results in annoyance or disturbance to CLC or other clients and occupiers of the building;
- Use any services or equipment in the room other than those offered and supplied by CLC.

The client shall:

- Observe and adhere to all the rules and regulations made by CLC in respect of the room and the building;
- Vacate the room(s) on expiry time(s) specified in the agreement; otherwise the client will be subjected to additional charges.

CLC does not accept any responsibility for any item of furniture, personal effects or other belongings left in the room and has the right to dispose of such property, the costs of such disposal being the responsibility of the client.

CLC shall:

- Be entitled to require the client to use any similar sized room in the building that CLC may allocate from time to time and such substituted room shall become the room for the purpose of this agreement;
- Take all reasonably practical steps to provide the room and (where applicable) the services in good working order and properly cleaned and equipped;
- Not be liable for any claim, loss or damage sustained by the client as a result of:
  - CLC failing to provide room and/or the services (or any of them) by reason of force majeure, mechanical breakdown or any other reason beyond CLC's control or due to the delay or failure of any staff, manager or caretaker to perform their duties.
  - In no circumstances shall CLC be liable for any loss of profits, loss of business or consequential losses suffered by the client;
  - Or any failure of data security or computer systems.

### Data

The CLC may use any personal data, which the client provides to the CLC and the client hereby consents to its use by the CLC:

- a) For market research and tracking sales data in order to improve the CLC's future services to the client;
- b) To send the client other information about the CLC's products and services and about events and promotions organised by or on behalf of the CLC;

### General

This agreement is personal to the client and is not assignable.

This agreement creates no rights in any third party enforce its terms pursuant to section 1 of the Contracts (Rights of Third Parties) ACT 1999.

This agreement is a contractual agreement for the provision of services by the CLC to the client and the client acknowledges that no tenancy or lease rights are created in favour of the client.

I hereby confirm that I have read all the terms and conditions above and agree to abide by them:

Signed ..... Print Name ..... Date .....