

# Terms & Conditions of Room Hire

We would like to advise you of the following "Terms & Conditions of Hire." These apply to all bookings at Tonic Health and must be agreed to by the hirer either in writing, via e-mail prior to any confirmation. Payment in full or by deposit also classifies as an agreement.

## **1. Identification**

This set of terms and conditions form part of the contract signed between ‘the charity’ (Tonic Health CIO) and yourself, ‘the hirer’. No member of staff has the authority to vary these arrangements verbally, only changes authorised in writing by a senior member of the Tonic Health Management Team will be accepted as a valid source of information.

## **2. Booking Procedure**

All bookings will be treated as provisional until a signed booking form has been received and deposit has been paid by the hirer. Once received and accepted the booking is under contract and subject to the usual deposit required.

## **3. Use of Premises**

Tonic Health will provide a full reception service. Should the hirer supply a list of clients names prior to the commencement of the hire period they will welcome your clients by name. Your clients will have the benefit of the facilities, including the free car parking spaces (subject to availability), toilets etc. Tonic Health will provide the hirer with a furnished, warm, clean and tidy room.

The hirer will in return maintain the condition of the room, and leave it as initially found.

The hirer will be responsible for the removal of any special waste generated according to necessary regulations. The hirer accepts full responsibility for their own conduct and that of their clients. The hirer agrees to be considerate and courteous at all times in dealing with clients, tenants of the building and local residents. There is to be no burning objects such as candles without prior permission, and the hirer is required to take all necessary steps to comply with health and safety and fire standards. The moderate use of music is acceptable, but the level of sound must be respectful to the other users of rooms and facilities. The hirer will provide Tonic Health, if applicable, with copies of all professional qualifications, and both professional and public indemnity insurances, which must be valid when hiring a consultation room.

The Hirer shall not use the premises for any purpose other than that described in the Room Hire Booking Form as signed by the Hirer, and shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies. The consumption of

alcohol is forbidden without written permission.

#### **4. Availability**

Rooms can be hired by the hour and consultation rooms can also be hired by the half or full day. A half day is either 09:00-1300 or 1300-17:00 Monday to Friday, and 09:00 -1300 Saturday. A full day is 09:00-17:00 Monday to Friday. Hire of consultation rooms outside of these allotted times may be available by agreement, but there may not be any reception cover. The centre will not be staffed on Bank Holidays, but may be available to hire, by arrangement. Please ensure sufficient time has been booked as is required. The room may be used straight after your booking, and immediate vacation of the room at the end of the booking is essential.

#### **5. Payment**

Tonic Health will agree an acceptable room hire rate with the client prior to confirmation with the hirer. Current prices are displayed on the Tonic Health website. Tonic Health reserves the right to request a non-refundable deposit for all bookings. For the purposes of calculating a percentage deposit, the total cost is taken from all pre-booked facilities.

Bank transfer is available, with 25% of the total cost identified upon confirmation of booking.

Cheques – Should be made payable to Tonic Health

Bank Transfer – CAF Bank Sort code:40-52-40 Account No:00029657

#### **6. Cancellation of Booking**

Should you have to cancel your booking a charge may be made, which will be calculated as a percentage of the total booking value. All cancellations must be confirmed in writing to (the Tonic Health Administration Team) where final accounts will be calculated and charged according to the scale below. Any costs incurred for a particular event, that otherwise would not have been incurred will be charged to the client in the event of a cancellation unless Tonic Health is able to mitigate their loss. Cancellation Notice and the % Charged Prior to Event

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- 1 MONTH 0%
- 14 DAYS 50%
- 7 DAYS 75%
- Less than 7 days' notice will result in no refund being given.

#### **7. Marketing**

The room rental will not cover your own personal marketing costs. Tonic Health will provide and maintain a website. Tonic Health will manage the social media and the

monthly e-newsletter throughout the year, but individual hirers will be responsible for adding any individual content.  
Any individual marketing will require the Tonic Health logo and contact details (website and telephone number as a minimum).

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- 1 MONTH 0%
- 14 DAYS 50%
- 7 DAYS 75%
- Less than 7 days' notice will result in no refund being given.

## **8. Damage Policy**

The client will be responsible for any damage caused to the complex by an employee or a guest involved in a careless act and must pay the total amount required to make good any such damage. Tonic Health cannot be held responsible for any loss or damage to the client's property or that of their guests. Blu tack or sellotape must not be used on the function room walls in order to prevent damage. Tonic Health will not be held responsible for damage to personnel property. All personnel belongings are left at the hirers own risk.

## **9. Function finishing times**

These must be agreed upon at the booking stage to ensure staff coverage. Extensions to these times will not be possible without prior agreement with a senior member of the management team. The client will be responsible for the cost of a late license or any other charges incurred. Entertainment must be pre-identified and must be finished by 11pm. Please be aware that if you are booking by the hour, you may need to allow time to set up/clear within your allocated time slot. Please ensure sufficient time has been booked as is required. The room may be used straight after your booking, and immediate vacation of the room at the end of the booking is essential.

## **10. Amendments and Changes**

Due to circumstances beyond Tonic Health's control it may be necessary to change or cancel your booking. Where the change is considered major, as decided by Tonic Health, you will be offered the option to accept the change or to receive a full refund of any monies paid against the booking. Tonic Health is not responsible for any other costs, expenses or damages which may have been incurred by the client or their guests as a result of the change.

## **11. Parking**

There are 7 clearly marked parking spaces available for clients only in the car park to the front of the building. Therapists are requested not to park in these spaces. Long term parking permits are available from Broadgate, the owners of the car park. Tonic

Health will not be held liable for any additional costs or fines incurred for incorrect parking.

## **12. Insurance & Liability**

Tonic Health will not be liable for failure to comply with any of the terms and conditions stated within this agreement to the extent such compliance is prevented, hindered or delayed by any cause beyond its control including but not limited to; a fire, storm, explosion, flood, power shortage, an act of God, the actions of any Government of Government Agency, shortage or shortfall of goods or supplies, an employee strike or a facility lock-down.

## **13. Health & safety policy**

All hirers hosting an event are deemed responsible and must ensure full compliance with Tonic Health's Health & Safety policy. A copy will be provided upon request. We reserve the right to refuse connection of water, electricity or gas to the client's equipment if we consider it to be unsafe or a hazard to the public. All electrically powered equipment should be PAT tested and be accompanied by an in date certificate.

Please Note - All our prices are valid at time of printing and could be subject to change.

Once you have read over our policy you need to make sure you have signed and ticked the box below to state that you are in agreement with our terms and conditions.

Please tick this box if you are in agreement with our Terms and Conditions

Signed .....(Hirer)

Signed ..... (Tonic Health)

Date .....

Tonic Health, 6 Broadgate House, Westlode Street, Spalding. Lincs. PE11 2AF. t. 01775 725059.  
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