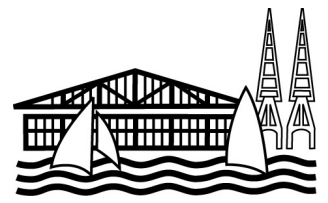


Terms & Conditions For Event Hire

PLEASE READ THE FOLLOWING CONDITIONS CAREFULLY BEFORE COMPLETING YOUR BOOKING.



1. Interpretation

1.1 The following definitions and rules of interpretation shall apply in these conditions:

“Centre” means Docklands Sailing Centre Limited company number 02319971, the manager and operator of Docklands Sailing & Watersports Centre, 235A Westferry Road, Isle of Dogs, London, E14 3QS on behalf of the Docklands Sailing Centre Trust, a company limited by guarantee with number 02317321 and registered as a charity with number 801049;

“Conditions” means these terms and conditions for the provision of Services;

“Contract” means the contract between the Centre and the Customer for the provision of Services;

“Customer” means any person, company, firm or other legal entity, including any employees, agents or sub contractors which places an order or purchases a Service from the Centre;

“Service” means any course, product, service or facility offered by the Centre to the Customer.

“Coordinator” means the Centre’s employee designated as being in charge of your event and identified to you at the commencement of the hire.

1.2 Where the Conditions refer to “We, Us, or Our”, this shall mean the Centre (together with its employees, agents and contractors). Where the Conditions refer to “You, Your, or Yourself”, this shall mean the Customer (or the organisation you represent or work for).

1.3 The headings in these Conditions are for convenience only and shall not affect their applicability.

1.4 A reference to a law is a reference to as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.5 Any reference to “writing” or “written” includes faxes and email.

2. Application of terms.

2.1 These Conditions are the only conditions upon which the Centre is prepared to deal with the Customer. The Conditions shall be incorporated into the Contract to the entire exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 These Conditions will prevail over any inconsistent terms endorsed on, delivered with, contained in or referred to in any purchase order, confirmation of order, specification or any other document or communication received from the Customer or implied by law, trade custom, practice or course of dealing.

2.3 The Customer's purchase order, or the Customer's acceptance of a quotation for Services by the Centre, constitutes an offer by the Customer to purchase the Services specified in it on these Conditions. No offer placed by the Customer shall be accepted by the Centre other than:

2.3.1 by a written acknowledgement issued and executed by the Centre; or

2.3.2 (if earlier) by the Centre starting to provide the Services, when a contract for the supply and purchase of those Services on these Conditions will be established.

3. Booking

3.1 The Customer may make a booking with the Centre by fax, post, telephone or email.

3.2 Bookings cannot be accepted without prior and appropriate payment. All hire payments must be made prior to arrival in accordance with condition 4.

3.3 Individuals cannot be provided with credit terms.

3.4 Before providing credit for any organisation we will have to agree. An official purchase order will be required to secure a booking and credit references will be taken up. Where we agree to a purchase order it will need to be attached to your booking form.

4. Payment

4.1 For all bookings a non-refundable holding deposit is required, such deposit shall be the greater of:

4.1.1 two hundred pounds (£200.00); or

4.1.2 twenty percent (20%) of the fee payable.

4.2 Bookings may be held for a period of no more than two (2) weeks.

4.3 No booking can be confirmed by the Centre until we have received payment of fifty percent (50%) of the fee; unless

4.3.1 the Centre agrees to payment by installments or credit terms; and

4.3.2 a written acknowledgement is issued and executed by the Centre; and

4.3.3 you provide written acceptance of the same.

4.4 All bookings must be paid for in full six (6) weeks prior to the date of hire.

4.5 The Centre reserves the right to cancel any booking without prior notice if payment is not received in accordance with conditions 4.3 and 4.4.

4.6 Crossed cheques/postal orders should be made payable to ‘DSWC’ and sent to Docklands Sailing & Watersports Centre, 235a Westferry Road, Isle of Dogs, London, E14 3QS.

4.7 Credit and debit cards accepted are: MasterCard, Visa, Switch and Delta.

5. Damage Deposit

5.1 The Customer shall pay for all damage that may be done or occasioned to the Premises or to fixtures, fittings, furniture, articles, equipment or other property of the Centre during or otherwise arising out of the Premises or any part thereof.

5.2 It is the responsibility of the Customer to ensure that the premises are left in a clean and tidy condition.

5.3 All bookings require a two hundred pounds (£200.00) damage deposit.

5.4 Such deposit shall be paid, in cleared funds, prior to the commencement of the hire.

5.5 Such deposit will be retained for a period of seven (7) days after the hire.

5.6 Such deposit will be returned, less any deductions arising in accordance with condition 5.1 and 5.2, within twenty one (21) days of the hire.

5.7 Where the cost of repair exceeds the value of the damage deposit the Centre shall retain the right to recover the balance from the hirer.

5.8 Such repayment will be by the same means it was taken. Any cheques, receipts or other correspondence relating to the damage deposit will be sent by post to the address on the booking form.

6. Amendments to Bookings by the Customer

6.1 The Customer may apply in writing to change the hire date provided that the original booking is made no less than eight (8) weeks prior to course commencement. It shall be at the Centre’s sole discretion as to whether such change shall be accepted.

6.2 There is an administrative charge of fifty pounds (£50.00) for each and every date change.

6.3 The Customer must confirm the final number of attendees in writing at least twenty one (21) days prior to the commencement of the hire.

6.4 The Customer may request to increase the number of attendees within twenty one (21) days of commencement of such hire. It shall be at the Centre’s sole discretion as to whether such change shall be accepted.

6.5 Within seven (7) days of the hire there is an administrative charge of fifty pounds (£50.00) for each and every change in attendees made.

6.6 If the Customer requests a change to a hire, other than in accordance with 6.1 and 6.4, within six (6) weeks of commencement of such hire such request shall be dealt with according to condition 7 (Cancellations).

7. Cancellations

7.1 Cancellations by the Customer

7.1.1 All cancellations made by the Customer must be in writing and acknowledged by the Centre.

7.1.2 In the event of cancellation by the Customer, a cancellation fee will be due to the Centre as set out below:

- deposits are not refundable.

- six (6) weeks or more prior to the commencement of the hire: deposit only payable.

- four (4) weeks to six (6) weeks prior to the commencement of the hire: fifty per cent (50%) of your total fee shall be retained by the Centre.

- four (4) weeks or less prior to the commencement of the hire: one hundred per cent (100%) of your total fee shall be retained by the Centre.

- one hundred per cent (100%) of the fee is retained if you cancel after the commencement of the hire.

7.1.3 You are advised to insure against and check whether your own personal insurance policy provides cover against certain unavoidable cancellation.

7.2 Cancellations by the Centre

7.2.1 The Centre will use reasonable endeavors to ensure that your hire takes place and in accordance with your booking. However, the Centre reserves the right to cancel any booking without prior notice and at any time where we believe on reasonable grounds that cancellation is necessary due to unsuitable conditions or unmanageable risks.

7.2.2 Where the Centre cancels a hire, you will be offered a full refund of the hire fee paid.

8. Safety

8.1 Where the hire includes watersport activities the Customer and all member of the Customer’s party except that in addition to enjoyment and learning new skills, safety is of paramount importance on all the Centre’s Activities. Clearly watersports and adventure activities are hazardous by their nature and participants, parents or guardians must accept that there are risks and the inevitable bumps and scrapes which happen during the thrills and spills

- of fast moving activities. In providing a safe system of work and to manage associated risks:
- 8.1.1 we only employ staff trained within National Governing Body guidelines;
 - 8.1.2 we provide a range of quality personal protective and safety equipment for participants' comfort and safety;
 - 8.1.3 we provide appropriate equipment for your event;
 - 8.1.4 we teach to national governing body recommendations, guidelines and ratios;
 - 8.1.5 we have robust management and safety systems which have been inspected by approved bodies such as AALA, RYA and BCU;
 - 8.1.6 we reserve the right to modify or cancel an activity if we feel that there are unmanageable risks.
- 8.2 The Customer must comply with all safety guidelines and instructions given by the Centre and its staff. The Customer is responsible for ensuring that they familiarise themselves with the Centre's fire regulations and the position of the nearest exit and shall vacate the building immediately in an emergency.
- 9. Health**
- 9.1 Where the hire includes watersport activities the Customer and all member of the Customer's party;
- 9.1.1 must expect to be involved in adventurous or strenuous activity. Customers must be in general good health and must satisfy themselves that the activity is within their abilities;
 - 9.1.2 must complete a health declaration as part of the booking process. The Customer must make the Centre aware of any injuries and/or illness and shall further make the Centre's booking team aware of any injury or illness that occurs between the date the health declaration is completed by the Customer and course commencement;
 - 9.1.3 are advised to seek the advice of your GP or other health professional if you are in any doubt as to your suitability to take part in the activity;
- 9.2 The Centre reserves the right to refuse a booking on medical grounds if the medical condition is considered to be detrimental to the safety and smooth running of the activity.
- 10. Catering, refreshments and On-Premises Licence**
- 10.1 The Customer must engage the Centre for the supply of all forms of food & drink.
- 10.2 The Centre's entire site is a licenced premise. The Customer must insure that;
- 10.2.1 no person under the age of 18 will buy or attempt to buy alcohol on the Centre's premises; and
 - 10.2.2 no person will buy or attempt to buy alcohol on the Centre's premises on behalf of a person under the age of 18; and
 - 10.2.3 no drinks, other than those supplied by the Centre, will be brought or consumed on the Centre's premises.
- 11. Complaints**
- 11.1 If the Customer encounters a problem or issue relating to the services being provided by the Centre, the Centre will try to resolve such problem or issue as soon as possible. If the problem or issue fails to be resolved, the Customer must report it to the Coordinator or at the Centre's reception.
- 11.2 In the event that the Customer does not receive a satisfactory response following the events set out in condition 11.1, the Customer may request to meet the Centre's Management Team.
- 11.3 If the Customer's complaint is not resolved satisfactorily in accordance with condition 11.1 and 11.2, please write to: "Docklands Sailing & Watersports Centre, 235a Westferry Road, Isle of Dogs, London, E14 3QS".
- 12. Conduct and Behavior**
- 12.1 The Customer must fully and fairly represent the purpose of the hire. Any misrepresentation may result in cancellation of the event at any time by the Centre. Under no circumstances may the Customer sub-let or further offer for hire any booking.
- 12.2 The time agreed on the booking form at which the event must finish must be strictly adhered to: all guests must have left the Centre premises by that time.
- 12.3 The bar will stop serving 30 minutes before the time the event is due to end, and any music must stop 20 minutes before the event is to end.
- 12.4 The Customer is responsible for keeping proper order throughout the period of Hire. The customer may be required, to the satisfaction of the Centre:
- 12.4.1 to provide suitably qualified attendants;
 - 12.4.2 to obtain additional insurance to indemnify the Centre;
 - 12.4.3 to ensure that only bona-fide guests are attending.
- 12.5 Any Hire requiring payment for entry must be organised in advance. The Centre expressly prohibits admission by payment at the door.
- 12.6 The Customer is responsible for ensuring the stated capacity of the area hired is not exceeded. The Centre shall be entitled to refuse admittance or remove from the premises any person in excess of the maximum number permitted.
- 12.7 The Customer and any member of the Customer's party are required to have consideration for other people. If, in the Centre's reasonable opinion, the Customer or any member of the Customer's party behaves in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, the Centre is entitled, without prior written notice, to terminate the stay/use of facilities of the person(s) concerned. Such persons will be required to leave the Centre's property and no refunds will be made and the Centre will not pay any expenses or costs incurred as a result of the termination
- 12.8 The Customer shall be liable for any damage or loss suffered by the Centre as a result of disruptive behavior.
- 13. Limitations of Liability – THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF THIS CONDITION**
- 13.1 Condition 13 sets out the entire financial liability of the Centre (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of:
- 13.1.1 any breach of the Contract;
 - 13.1.2 any use made by the Customer of the Services;
 - 13.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Contract.
- 13.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 13.3 Nothing in these Conditions limits or excludes the liability of the Centre:
- 13.3.1 for death or personal injury resulting from negligence by the Centre; or
 - 13.3.2 for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by the Centre.
- 13.4 Personal property belonging to the Customer is at all times the sole responsibility of the Customer. The Centre shall not accept any liability for loss of or damage caused to the Customer's personal property unless any loss or damage is due to the negligence of the Centre or its representatives.
- 13.5 Subject to conditions 13.2, 13.3 and 13.4:
- 13.5.1 the Centre shall not be liable, whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation or otherwise for: loss of profits; loss of business; depletion of goodwill and/or similar losses; loss of anticipated savings; loss of goods; loss of contract; loss of use; loss of corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and
 - 13.5.2 the Centre's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid by the Customer for the Services.
- 13.6 For the avoidance of doubt, the Centre shall have no liability for any loss or damage suffered by the Customer or any other person as a consequence of any negligence or wrongful act on the part of the Customer.
- 13.7 The Customer is advised to insure against injury or losses incurred during their booking with the Centre and arrange suitable medical cover for such booking.
- 14. Intellectual Property**
- 14.1 The copyright and all other intellectual property rights in the products and services shown in Centre's brochures, website and other materials shall at all times remain the property of the Centre.
- 15. Photographs or Video Clips**
- 15.1 Photographs or video clips taken of you and your event whilst at Centre may appear in our brochures and marketing materials or on social media, if customers do not wish to be photographed or filmed this should be raised with the Coordinator.
- 16. Data Protection**
- 16.1 Personal information requested by the Centre at the time of booking or any other subsequent information is held in its original form and on computer.
- 16.2 The Centre:
- 16.2.1 is the data controller for the purposes of the Data Protection Act 1998;
 - 16.2.2 will process your personal information in accordance with the Data Protection Act 1998; and
 - 16.2.3 will not divulge your personal information onto third parties.
- 16.3 By providing us with your personal information to process a booking, you agree that your personal information can be:
- 16.3.1 held and accessed by the Centre's authorised staff; and
 - 16.3.2 used to contact you in the future either by email or post to send you e-news and/or marketing materials (including information about future events).
- 16.4 You can exercise your right to opt out of receiving such e-news and/or marketing materials at any time by contacting us by email at info@dswc.org or by telephone on 020 7537 2626.
- 17. Circumstances Beyond our Control**
- 17.1 The Centre shall have no liability to the Customer under the Contract if it is prevented from or delayed in performing its obligations under the Contract or from carrying on its business directly or indirectly by any acts, events, omissions or accidents beyond its reasonable control including but not limited to, act of God, war, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, epidemic, quarantine restriction, strikes, lock-outs or other industrial disputes (whether involving the workforce of the Centre or any other party), failure of a utility service or transport network, compliance with any law or governmental order, rule,

regulation or direction, accident, breakdown of plant or machinery, unusually severe weather or energy supply disruption or default of suppliers or subcontractors.

18. Rights of Third Parties

18.1 A person who is not a party to this agreement (except (where applicable) any successors and permitted assigns) shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

19. Waiver

19.1 The Centre reserves the right to waive any or all of the Conditions.

20. Applicable Law

20.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law.

20.2 The Customer irrevocably agrees that any dispute or claim that arises out of or in connection with the Contract or its subject matter will be dealt with under the exclusive jurisdiction of the courts of England.

Booking Undertaking

PLEASE READ THE FOLLOWING STATEMENT CAREFULLY. THE CENTRE'S ACCEPTANCE OF ANY BOOKING WILL ONLY BE DONE SUBJECT TO YOUR ACCEPTANCE OF THESE CONDITIONS.

You, the Customer, have had the terms and conditions of booking brought to your attention, including the terms of cancellation and you understand that:

- the deposit, two hundred pounds (£200) or twenty percent (20%) of the fee whichever is larger, is not refundable once a booking has been confirmed, unless the it is cancelled by the Centre;
- refunds due to cancellation are in accordance with the terms and conditions of booking;
- you shall be liable to pay fifty per cent (50%) of the total course fees if less than six (6) weeks notice of cancellation is given;
- you shall forfeit all fees if four (4) weeks or less notice of cancellation is given;
- in cases where water activities are included in the hire, by making this booking you agree that members of your party are:
 - sufficiently proficient in water to undertake all activities in connection with your booking;
 - physically fit to take part in any activity during all activities in connection with your booking;
 - willing to comply with all safety regulations as required by the Centre;
- aware that we have advised you to be in possession of adequate cancellation insurance against certain unavoidable cancellation.
- you have read and accept our full terms and conditions which are available on our website www.dswc.org or by contacting our bookings department on 020 7537 2626; and
- you accept that the Centre is not liable whatsoever in respect of loss or damage to personal property not caused by the negligence of the Centre or its staff.