



THE LYTTTELTON WELL LIMITED

Church Street, Great Malvern, Worcestershire WR14 2AY

Telephone 01684573702

Registered in England and Wales No. 02553905

Registered Charity No. 1001139

VAT No.589363387

Terms and Conditions

Lyttelton Rooms - Room Hire

Definitions

The Lyttelton Well means The Lyttelton Well Limited, 6 Church Street, Malvern, WR14 2AY.

Registered Company Number 02553905

Registered Charity Number 1001139

“The Lyttelton Rooms” means the Lyttelton Rooms inclusive of all available rooms, kitchens, and facilities, located at 6 Church Street, Malvern, WR14 2AY and is administered by The Lyttelton Well.

“The Venue” means the Lyttelton Rooms located at 6 Church Street, Malvern, WR14 2AY.

“The Customer” means the Company, Institution, Organisation or individual on whose behalf the hire agreement is made.

“Charges” means the amounts payable by the Customer for the hire of a room or rooms, consumables, catering services or audio-visual equipment as set out in the hire agreement between the customer and the Lyttelton Well Limited.

“The Event” means the function, conference, meeting or special occasion, the date of which has been agreed by the parties and at which The Lyttelton Well is engaged to provide services.

“Catering” means the food and drink supplied at the event and the staff utilised to provide these services.

“Hire Period” means the period of time to hire rooms or rooms as agreed between The Lyttelton Well and the Customer.

1. Room Hire

- a) Applications for room hire will be accepted only if the nature of the hire is considered appropriate by The Lyttelton Well and is in sympathy with the Christian Faith and the Christian ethos of the Lyttelton Well Ltd.
The Lyttelton Well reserves the right to refuse a booking.
- b) Any rooms or areas of The Lyttelton Rooms made available to the customer are by agreement with The Lyttelton Well Ltd and are subject to payment by the customer of the Room Hire Charge.
- c) Access to the Venue is by arrangement with The Lyttelton Well Bookings Administrator.
Please note, for any out of hours (before 9am and after 5pm) bookings, arrangements to pick up and drop off keys during working hours, must be made. It is the responsibility of the Customer to collect any keys needed to gain access to the Venue, and The Lyttelton Well takes no responsibility if access to the Venue is

not possible due to non-collection of keys.

- d) The Customer, and any agent of, may use the Priory driveway to load and unload into the Venue.
The blocking of the Priory driveway is prohibited at all times.
All vehicles, other than those displaying a Lyttelton Well parking pass, must be removed from the Priory driveway after loading/unloading.
- e) The Customer may be issued with a maximum of 2 parking passes for the duration of their Booking. This permits the holder of permits to park their vehicle on the priory driveway or in the car park off the Priory driveway.
All vehicles are parked at the owner's risk and The Lyttelton Well takes no liability for any damage incurred during the time parked, loading or unloading at the Venue.
- f) The Customer will ensure that the Event will not be conducted and that its guests will not behave in a way which will or may constitute a breach of the law or cause a nuisance.
In particular, the Customer shall ensure that there is no gambling or gaming.
- g) The Lyttelton Well does not hold public performance licenses. Any recorded media used during your Booking will be the Customers responsibility to license. This includes any recorded music and radio programmes.
Furthermore, any videos shown, including those from streaming services, television programmes, or any public showings of films, must be licensed by the Customer.
The Customer agrees to indemnify the Lyttelton Well against any claims and costs associated with these claims in the event that the relevant licenses are not acquired, and charges are bought against the Customer or the Lyttelton Well.
- h) The Lyttelton Well reserves the right to exclude or eject any persons from the Event whom it reasonably considers to be objectionable (including persons engaged by the Customer to provide entertainment or to perform any other duties at the event).
The Customer will be liable for any liability arising thereby and shall indemnify The Lyttelton Well accordingly save where the Customer establishes negligence or bad faith by The Lyttelton Well.
- i) The holding of sale by auction shall not be permitted without the permission of the Lyttelton Well which shall not be unreasonably withheld.
- j) If, in the opinion of The Lyttelton Well, the Customer has failed to comply with clause [1g] above, the Company may, in place of the Customer but at the Customer's expense, do all that is necessary to comply with that clause.
- k) At the end of the Hire Period the Customer shall remove from the venue anything which the Customer has brought into the venue for the purposes of or in connection with the Event and shall ensure that all rooms used are clean, undamaged, and free from rubbish.

Furthermore, the Customer shall make sure the doors used to enter and exit the Venue are secure, windows in their booked rooms are shut, heaters turned down, and the Lights extinguished.

- l) Items can be left at the venue up to 24 hours prior and up to 24 hours after the event with prior agreement from The Lyttelton Well.
The Lyttelton Well reserves the right to charge £50 (+VAT) per day for storage for any items arriving or left over this pre-agreed period.
Furthermore, The Lyttelton Well reserves the right to dispose accordingly of any items left over after 48 hours and charge £300 (+VAT) for the disposal.
- m) The Lyttelton Well does not hold a liquor licence. The consumption of alcohol at the Venue is prohibited unless agreed prior to the event, in writing, with the Lyttelton Well Management to which it will not unreasonably deny. Any sales of alcohol must be licenced by the vendor. All alcohol sold at the Venue must be for consumption offsite unless agreed prior to the event, in writing, with The Lyttelton Well Management to which it will not, unreasonably deny.
- n) The Lyttelton Well reserves the right to cease an event, if, in the opinion of The Lyttelton Well, the Event is too loud and/or causing a disturbance to other users of the venue or the local shops and venues surrounding the Venue.
- o) The Lyttelton Well reserves the right to withdraw the use of the Venue if in the opinion of The Lyttelton Well, the Customer has misrepresented the purpose of the booking.
- p) The Customer may not sub-let or further offer for hire any accommodation without prior consent from The Lyttelton Well.

2. ATTENDEES

- a) At the time of booking, the Customer shall provide details of the maximum number of persons attending. This is to help us comply with fire regulations at the venue.
- b) The Lyttelton Well reserves the right to charge additional fees where events overrun. This will be at the hourly rate advertised for any hour or part of, that the event has overrun.
- c) If using our catering services, the Customer shall ensure that those attending the Event are ready to be served their food at the time agreed and that meals are completed within any pre-agreed time period.
- d) The Customer agrees to reimburse all expenses incurred by The Lyttelton Well resulting from the Customer's breach of its obligations hereunder including (without limitation) any additional payments to staff.

3. Charges

- a) All charge for the Services will be the charges quoted by The Lyttelton Well at the time of booking (subject to any adjustment in accordance with these Terms and Conditions) or where no charge is quoted, the charge listed in The Lyttelton Well's published price list at the date of the acceptance of the Customer's booking.
- b) Room hire charges are Exempt of VAT.
Additional charges may be subject to VAT at the current rate.
- c) All payments are required in pounds Sterling.
- d) The Lyttelton Well reserves the right to require full payment at the time of booking, payable to The Lyttelton Well Ltd.
If this option is levied, the booking will not be confirmed until cleared funds are received. Funds must be received 7 days prior to the commencement of the booking.
If funds are not received 7 days prior to the commencement of the booking, The Lyttelton Well reserves the right to cancel the Booking and any services quoted for.
- e) The Lyttelton Well reserves the right to make additional charges for Events commencing before or running on beyond the times stated on the first page of this contract (please see clause [2(b)] above).
- f) Customers shall pay the balance of any charges due pursuant to clause 3(a) above within 14 days of the invoice date. The Lyttelton Well reserves the right to charge interest on overdue accounts above 28 days at a rate of 4% per annum above the base rate of Bank of England for the time being.
- g) All queries relating to amounts invoiced must be notified in writing to the Company at accounts@lytteltonwell.co.uk within 7 days of the date of the Event invoice.
- h) If the Customer fails to make payment of any charges by the due date then, without prejudice to any other rights or remedy available to The Lyttelton Well, The Lyttelton Well shall without liability to the Customer, be entitled to cancel any bookings or orders for future Services from the Customer and charge the Customer for any charges outstanding and the cost of recovery thereof.

4. Catering

- a) The Lyttelton Well provides catering services and can be contracted to provide food and drinks for your event.
This is not an exclusive provision, and the Customer is free to arrange their own catering services.
- b) The kitchens are available for hire with the use of either hall. Whilst the Lyttelton Well ensures the kitchens are cleaned regularly by professional cleaners, The Lyttelton Well take no responsibility for any harm or illness caused by the use of the

kitchens when not undertaking Catering Services from the Lyttelton Well. Furthermore, the Customer will indemnify the Lyttelton Well from any claims arising from such incident.

- c) All Catering is offered, subject to availability. Where drinks or foodstuffs are not available, reasonable endeavours will be made to offer the closest available substitute.
- d) It is the Customer's responsibility to notify The Lyttelton Well of its authorised representative(s) for the Event and to ensure that all orders of catering, both prior and at the event, are signed for by the authorised representative of the Customer. Where the Customer fails to notify The Lyttelton Well of its authorised representative(s) or orders are placed by persons other than a Customer's authorised representative, the figures recorded by the Lyttelton Well shall be conclusive and the Customer shall be bound to pay the charges for the Services. The Lyttelton Well will not accept any adjustments to the price unless this procedure is followed.

5. Audio Visual Equipment

- a) The Lyttelton Well has a projector, screen and small PA to hire at an additional fee. This fee is subject to VAT at the current rate.
- b) The Lyttelton Well reserves the right to substitute alternative equipment and/or services where original equipment and/or services are unobtainable or are not able to be used.
- c) The equipment will be supplied in working order and the Customer shall only use the hired equipment for its intended purpose. Any damage caused through misuse of the hired equipment or the negligence of the Customer, shall incur repair or replacement fees to which the Customer shall become liable to pay in full.
- d) The Lyttelton Well takes no responsibility for the loss of income or cancellation of event, should the audio-visual equipment hired from the Lyttelton Well cease to work properly. The Customer must indemnify the Lyttelton Well against such a scenario.
- e) The hired Audio-Visual Equipment remains the property of The Lyttelton Well at all times. The Customer shall not sell, or offer for sale, assign, mortgage or pledge the equipment or any parts thereof and the Customer will keep the equipment in their own possession for their own use in the venue and will not allow any lien or other encumbrance to be created in respect of the same.
- f) Customers are permitted to bring their own electrical equipment into the venue subject to each item bearing a valid Portable Appliance Test. Test certificates can be requested any time before or during your event by management or a representative of The Lyttelton Well.

6. Cancellation by The Lyttelton Well

The Lyttelton Well may cancel the provision of the Services to an Event and forthwith terminate this Agreement and the rights granted to the Customer if: -

- a) The Lyttelton Rooms or part of The Lyttelton Rooms must be closed for reason beyond the Lyttelton Well's control; or
- b) The Customer is already in arrears with any payment due to The Lyttelton Well and/or
- c) The Customer is in breach of any of these Terms and Conditions and fails to rectify such breach within 7 days of a request to do so by the Lyttelton Well: or
- d) The customer becomes insolvent or enters into liquidation or receivership or is subject to any similar process or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or
- e) The Customer (being an individual) is adjudicated bankrupt, imprisoned, or dies.

7. Cancellation by the Customer

- a) A confirmed booking shall only be deemed to be cancelled when The Lyttelton Well receives written notification of the cancellation from the Customer.
- b) Where the Customer cancels the provision of the Services, the Customer shall pay to The Lyttelton Well the following charges in respect of the Services (credit being applied where due):-
More than 10 days' notice: 100% refund
Less than 10 days' notice: 50% Refund
Less than 48 Hours' notice: No refunds.
- c) All Bookings shall be subject to the cancellation charges in section [7b] other than bookings made for the following types of booking.
 - i. Counselling Sessions:-
Cancellation fees for counselling sessions are as follows:-

Before 10.45 am on the day of the booking: 100% refund
After 10.45 am on the day of the booking: No Refunds.
 - ii. Member Churches:-
Cancellation charges for member churches are as follows:-

More than 24 hours before the event start time: 100% refund
Less than 24 hours before the event start time: No Refunds
- d) Booking types shall be set on account by the bookings administrator and this information shall be used to correctly determine the level of charges made in the

occurrence of a cancellation by the Customer.

- e) If the information held by the Lyttelton Well about the Customer has changed and the Customer has failed to notify The Lyttelton Well before the time of cancellation, all refund charges shall be due based on the information held by the Lyttelton Well at the time of the cancellation.

8. Liability

- a) The Lyttelton Well shall not be liable to the Customer by reason of any delay in performing or any failure to perform any of The Lyttelton Well's obligations in relation to the Services if such delay or failure is due to any cause beyond Lyttelton Well's reasonable control including (without limitation) Government intervention, strikes, acts of God, national or local disasters or war or any event causing the whole or part of The Lyttelton Well to be closed to the public. In such circumstances the charges payable by the Customer may be subject to abatement by a fair and reasonable apportionment.
- b) The Lyttelton Well does not accept liability for loss or damage to any object, equipment, furniture, stock or other property of any sort brought onto the premises by the Customer or their guests or hired by The Lyttelton Well on the Customer's behalf howsoever such loss or damage may occur unless as a direct result of The Lyttelton Well's negligence. All such property will remain under the care and control of the Customer and is entirely at the Customer's own risk.
- c) The Lyttelton Well shall have no liability to the Customer for any consequential loss to the Customer arising out of or in connection with the provision of the Services pursuant to the contract formed by these Terms and Conditions and the total liability of The Lyttelton Well for any other loss of the Customer shall not exceed the price payable by the Customer for the Services.
- d) The Customer shall be liable for any loss, damage, personal injury, or death arising out of or in connection with the Event, except to the extent that such loss, damage etc. is caused by the negligence of The Lyttelton Well, its staff, volunteers or agents and the Customer indemnifies The Lyttelton Well against any claim brought against The Lyttelton Well in relation to any such matters.
- e) The Customer shall be liable for any loss or damage caused to the Venue and the property, furnishings, paintings or objects in the Venue by any act or omission of the Customer, its sub-contractors or guests of the Customer, and shall pay to The Lyttelton Well on demand the amount required to remedy any such damage.

9. Health and Safety

- a) It is the Customers responsibility to comply with all the Venue's Health & Safety regulations. The Customer shall notify The Lyttelton Well immediately on becoming aware of any accident or injury occurring at the Venue. Where an event requires the provision of special services, e.g., additional electrical services, the Customer shall

comply with any additional safety requirements imposed by The Lyttelton Well. Blocking of access routes will not be permitted while delivering, setting up or breaking down for events.

- b) All electrical equipment brought into the Venue must have a current Portable Appliance Test (PAT) Certificate. This must be presented to the Bookings Manager before the day of the event. In the absence of a Certificate, the equipment will not be permitted to be used at the venue. The Lyttelton Well accepts no responsibility for any disruption to an event should equipment not have a valid PAT certificate.
- c) The Customer shall not use or allow to be used any gas-supplied heaters, helium balloons, naked flames or anything similar in any part of the Venue without written prior consent from The Lyttelton Well Management.

10. Insurance

- a) The Customer shall take out before the Event and maintain during the Hire Period, public liability insurance in respect of its liabilities under these Terms and Conditions with an insurer for an amount of cover not less than five million pounds sterling.
- b) The Customer shall, before the commencement of any set up of an Event, send to The Lyttelton Well's Bookings Administrator, a certificate of such insurance for the inspection by The Lyttelton Well.
- c) The Customer shall not do anything which will or might vitiate in whole or in part any insurance effected in respect of the Venue from time to time.

11. Safeguarding

- a) Where the Customer hires the Venue for events with attendees under the age of 18 OR for vulnerable adults, the Customer remains liable for all safeguarding responsibilities of the Event, its staff, volunteers and contractors.
- b) The Customer will indemnify the Lyttelton Well against any claims made with regard to Safeguarding Matters at the Customers Event.
- c) The Customer, or agent of, shall notify The Lyttelton Well Management of any Safeguarding matters arising whilst using the Venue. This is for accountability and awareness reasons to protect the reputation of The Lyttelton Well and no personal information will be requested unless, if under the Lyttelton Well's Safeguarding policy, it is deemed that the Customer has not taken the correct course of action with respect to any Safeguarding Claim.

12. General

- a) The Lyttelton Rooms in its entirety, is a non-smoking venue. Please refrain from smoking at the Venue or in any of the outside spaces belonging to the Venue. The use of e-cigarettes is also prohibited within the Venue.

- b) The Customer shall not use the “The Lyttelton Well” logo in any of its advertising or publicity for the Event without the prior written approval of The Lyttelton Well. The Customer will ensure that advertising and publicity material for the Event does not imply that the Event is endorsed or organised by The Lyttelton Well without the prior written approval of The Lyttelton Well.
- c) No variation to these Terms and Conditions shall be effective unless agreed in writing and signed on behalf of The Lyttelton Well and the Customer.
- d) Any notices to be given under these Terms and Conditions must be given in writing and delivered personally or sent by pre-paid recorded delivery or registered post or by facsimile or sent by email to the addresses of the parties to which the Booking and these Terms and Conditions relate to.
- e) These Terms and Conditions shall prevail over any Conditions offered by the Customer.
- f) The Customer may not assign, transfer or sub-contract its rights and/or obligations under these Terms and Conditions without the prior written consent of The Lyttelton Well.
- g) If the expression The Customer includes more than one person those persons shall be jointly and severally liable under these Terms and Conditions.
- h) These Terms and Conditions shall be governed and construed in accordance with English Law and each party agrees to submit to the non-exclusive jurisdiction of the English Courts as regards any claim or matter arising.
- i) No alterations may be made to the appearance of the hired space without the prior agreement of The Lyttelton Well Management. Affixing to walls/surfaces is not permitted. The Lyttelton Well Management reserves the right to remove any unauthorised items and charge at cost for any damage incurred.
- j) The Customer acknowledges that no relationship of landlord and tenant is created between the Customer and The Lyttelton Well by this Agreement and that The Lyttelton Well retains control, possession and management of the Venue and the Customer has no right to exclude The Lyttelton Well, its staff, volunteers and contractors, from the Venue.
- k) The Customer agrees and undertakes:
 - i. To indemnify The Lyttelton Well and keep The Lyttelton Well indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - 1. This Agreement;
 - 2. Any breach of the Customer’s undertakings; and/or
 - 3. The exercise or any rights given to the Customer.