

**Terms and conditions of hire for Vivify Venues** (these **Terms and Conditions**)

You can contact us to discuss the Venue or the Booking using the following contact details:

Phone: 0161 694 0111

Email: [support@vivifyvenues.com](mailto:support@vivifyvenues.com)

**1. Definitions**

1.1. The following definitions apply in these Terms and Conditions:

<b>Booking:</b>	the booking submitted by you, and confirmed by us, through Vivify in respect of the hire of a particular venue, for a specific period of time and at a particular price and will comprise of one or a series of individual sessions;
<b>Business:</b>	a person wholly or mainly for use in connection with that person's trade, business, craft or profession, even if that person is an individual, and including where that person is, or is acting on behalf, of an association or club;
<b>Consumer:</b>	an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession;
<b>Force Majeure:</b>	an event beyond the reasonable control of us and/or the Venue which means that the Venue cannot be used, including but not limited to; strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, the actions of a sub-contractor, act of God, pandemic or epidemic, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm, or any event taking place at a Venue during or around the Hire Period of which we are not aware or informed a reasonable time prior to your submission of the relevant Booking;
<b>Hire Agreement:</b>	the agreement made between us and you consisting of the Booking and these Terms and Conditions;
<b>Hire Period:</b>	the days, dates and times for the hire of the Venue, as outlined in the Booking;
<b>Sessions:</b>	a single period of use of the Venue as part of the Booking;
<b>Venue:</b>	the venue hired, as set out in the Booking;
<b>Venue Owner:</b>	the owner of the Venue;

**Vivify:** the online platform available at <https://vivifyvenues.com> where venues are available for booking by users of the platform;

**we, us and our:** Vivify Venues Limited a company incorporated and registered in England and Wales with company number 12770812 whose registered office is at 9-21 Northern Assurance Building, Princess Street, Manchester, M2 4DN; and

**you or your** the group or person identified in the Booking as hiring the Venue from us.

**2. Contract Terms** The Hire Agreement forms a legally binding contract between you and us in respect  
2.1. of your access to and use of the Venue.

2.2. The [Vivify User Terms](#) also apply to you, together with the Hire Agreement. For the purposes of the [Vivify User Terms](#), the Hire Agreement is considered to be the “Venue Contract”.

2.3. We have been appointed by the Venue Owner to allow users to use the Venue, and to manage the occupancy of the Venue on behalf of the Venue Owner, and we will liaise with you on all matters regarding your Booking.

### **3. Accuracy of Booking**

3.1. You warrant that the details and information you submitted in the Booking are correct, accurate and contain no errors or omissions. We reserve the right to cancel the Hire Agreement without having to refund any amounts already paid by you (including any deposit) if you are in breach of this warranty. If we accept your Booking, our Booking cancellation policy will be applicable; please see clause 9 below (Cancellations and amendments) for more information.

3.2. When submitting your Booking, you must tell us how many people will attend the Venue. If this changes you must inform us in advance so that we can ensure that the Venue’s maximum capacity is not exceeded. We reserve the right to reject, or cancel, the Booking if the capacity is likely to be exceeded.

### **Charges**

**4.** You must pay us the charges set out in the Hire Agreement.

4.1. If you do not vacate and otherwise cease use of the Venue promptly at the end of the Hire  
4.2. Period, you will be responsible to pay to us additional fees to cover the Venue Owner’s standard hourly rate, billed in 30-minute increments, for use of the Venue.

4.3. When you submit your Booking, Vivify will show you whether VAT is applicable to your Booking. You will be required to provide supporting evidence if you consider your Booking to be VAT exempt.

### **Venue use**

**5.** You have a non-exclusive, revocable right to use the Venue as specified in the Booking, for the  
5.1. Hire Period only.

- 5.2. You must ensure that the Venue is suitable for your intended use. If you have any specific requirements for the Venue, you must discuss these with us before submitting the Booking.
- 5.3. You agree to complete any sign-in sheet or other policies required by the Venue on arrival.
- 5.4. You shall not use the Venue for any purpose other than that described in the Hire Agreement. You shall not use the Venue or allow the Venue to be used for any unlawful purpose or in any unlawful way, nor do anything or bring anything into the Venue which may endanger the Venue or anything or person in or near it.
- 5.5. You agree that any time needed to set-up and clear away must be carried out by you during the Hire Period. You will not be granted access to the Venue before the start time of the Hire Period, and you must leave, and otherwise cease use of, the Venue promptly at the end of the Hire Period.
- 5.6. We will not refund any amounts to you if you arrive at the Venue late for the Hire Period, and despite such lateness you must vacate, and otherwise cease using, the Venue promptly at the end of the Hire Period. If you do not do that, we may charge you additional amounts as set out in clause 4 above.
- 5.7. The Venue reserves the right to refuse Bookings based on certain activities. The following is a list of restricted activities, which is not exhaustive:
  - a. **Gambling:** You must not allow any gambling, gaming or lotteries to take place at the Venue.
  - b. **Smoking and Drugs:** You must not allow smoking, the use of e-cigarettes or illegal drugs at the Venue.
  - c. **Alcohol:** You must not allow the consumption or sale of alcohol at the Venue without our express prior written permission (which we may withhold at our absolute discretion). If we grant such permission, then you are responsible for complying with all licensing and other relevant laws.
  - d. **Alterations:** You must not use or move any furniture or fixtures at the Venue, or otherwise interfere with them in any way.  
**Animals:** Animals are prohibited at the Venue without our prior written permission.
  - e. **Equipment:** You must not use any Venue equipment or bring your own equipment onto the
  - f. Venue without our prior written permission. If permission is granted, then you are responsible for ensuring that the equipment is used in a responsible manner for the purpose it was designed for, in line with the purpose of the Booking, and otherwise in compliance with best practice and all applicable laws and regulations (including those relating to health and safety).  
**Nuts:** All our Venues are nut free zones. You must not bring nuts onto, or otherwise use or
  - g. consume nuts at, any Venue.
  - h. **Food:** You must not prepare, sell or serve hot food or drinks at the Venue, without our prior written permission. If you have this permission, you must observe all relevant food and hygiene laws and regulations.

- i. **Large Events:** For larger events, we may request that you provide, and be responsible for stewards to control the admission, behaviour, entrance and exit, of attendees. If you do not follow our directions, we or the Venue Owner may require you (and all attendees) to leave the Venue and you will not be refunded any payment made for that Booking.
- j. **Media Recording:** You shall not allow any form of media recording (including but not limited to pictures, video recordings, live streaming etc.) to take place at the Venue without our prior written permission. If we do provide approval, you must ensure that the Venue's (and our) name and logo are not included in any such recording, and you must otherwise comply with all applicable privacy, child safety, safeguarding, and data protection laws, relating to such activity. You must ensure that you receive written parental consent before undertaking any media recording of children under 18, and/or sharing any media recordings of children under 18 on social media.
- k. **Music:** If you plan to use music or show videos during your booking, you must obtain the relevant artist, performance or broadcast licences in advance.
- l. **Nuisance:** You must ensure that all individuals present at the Venue do not cause any nuisance or disturbance to other users of the Venue, or the Venue's neighbours.
- m. **Sale of Goods:** Unless otherwise agreed in writing by us, you shall not use the Venue for any trade, business or manufacture of goods, or for any auction.
- n. **Storage of Equipment:** If you wish to store equipment at the Venue, you must obtain our prior written consent to do so and, if we grant that consent, you agree and acknowledge that neither we nor the Venue will be responsible for the safety or security of any equipment stored at the Venue. It is your responsibility to insure the equipment.

## 6. Damage to Property

- 6.1. We and the Venue take no responsibility for the loss or damage of any property or equipment brought into the Venue by you or your attendees. If you would like to report a lost item, please get in touch with our contact centre who will contact the Venue on your behalf; however, we do not guarantee any such item will be returned to you.
- 6.2. You must leave the Venue in the same condition as it was at the start of the Hire Period.
- 6.3. You may be subject to an additional charge if you leave the Venue in a condition which necessitates additional cleaning. We will deduct the additional charge from your deposit (if applicable) or charge you via the payment method you used when you placed the Booking. If we do not have a deposit or saved card, or this payment fails, you must make this payment within 5 days of us asking you to do so. We reserve the right to use any payment you have made for future bookings to pay this additional charge instead of using it for that future booking.
- 6.4. If you damage the Venue or any equipment at the Venue during your use of the Venue, you must promptly report it to us and you will be required to reimburse the cost of repair or replacement. We will deduct the cost of repair or replacement from your deposit (if applicable) or charge by the payment method you used when you placed the Booking. If there is no deposit or saved card, or this payment fails, you must make this payment within 5 days of us asking you to do so. We reserve the right to use any payment you have made for future bookings to pay this charge instead of using it for that future booking.

- 7. Security, health and safety** We will arrange to open and lock the Venue for the Booking. You must
- 7.1. ensure that no unauthorised persons enter the Venue during the Hire Period. You must comply
  - 7.2. with all security, safety and fire protection measures at the Venue. If there is a fire at the Venue
  - 7.3. during the Hire Period, you must alert all relevant emergency
  - 7.4. services and us immediately and follow the Venue's procedure to evacuate the Venue immediately. We may refuse any person entry to the Venue and to require them to leave, at any time. You must not give any third party (such as a supplier) access to the Venue without our prior written permission.
  - 7.5. You must ensure that all individuals attending the Venue comply with all relevant health and
  - 7.6. safety legislation and regulations and all the Venue's policies and procedures, which are available on request prior to your booking.
  - 7.7. You must ensure that anyone teaching, training, supervising, overseeing or otherwise facilitating and assisting in the operation of any activities at the Venue holds the relevant qualifications needed and will provide evidence of this to us or the Venue if requested. This includes you
  - 7.8. recruiting those people using safe recruitment methods and processes, those people holding relevant criminal records checks and any qualifications and approvals required from a child safety and safeguarding perspective. You must also ensure that all such people are trained and supervised throughout your use of the Venue to ensure that there is consistent and thorough implementation of safeguarding policies and procedures.  
You are responsible for obtaining all necessary licences, permissions and consents which may be required for the activities you intend to undertake at the Venue.  
You are responsible for ensuring that any equipment with a plug brought into the Venue has been
  - 7.9. PAT tested (Portable Appliance Test) within the last 12 months.  
You must ensure that first aid equipment is available at the Venue and that a person with first aid training is present.
  - 7.10. Where the activities involve the use of swimming, you are responsible for ensuring that persons with the requisite level of lifeguard training are present at the Venue at all times in and around
  - 7.11. the Hire Period. If the purpose of the hire is Learn to Swim, hirers must make teachers available to deliver swimming lessons that have a minimum qualification of Swim England (formally ASA) Level 1&2 or STA Swimming Teachers Certificate Level 2 Beginners.
  - 7.12. Where the activities involve the use of kitchen and catering facilities at the Venue, you must ensure that all food safety and hygiene legislation is complied with and that the kitchen and catering facilities and any associated equipment and utensils are left in a clean condition.  
You are responsible for the coordination, running and risk assessment of the activities you
  - 7.13. intended to undertake at the Venue, and for the safety of those taking part in the activities.
  - 7.14.

7.15. You are responsible for ensuring that any equipment and materials that you provide for use at the Venue are safe, in full working order and suitable for the activities you intend to undertake at the Venue.

7.16. You must ensure that emergency and other exits at the Venue are not blocked at any time.

## **8. Safeguarding**

8.1. You shall ensure that you have adequate and up to date safeguarding policies and procedures in place, in respect of all activity you intend to undertake at the Venue.

8.2. You must not discriminate against or harass, or permit at the Venue any discrimination or harassment against, anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation, or otherwise engage (or permit any engagement) in any violent, harmful, abusive or disruptive behaviour.

8.3. You must comply with the Keeping Children Safe in out-of-school settings guidance, which is at: [available](https://www.gov.uk/government/publications/guidance-for-parents-and-carers-on-safeguarding-children-in-out-of-school-settings) <https://www.gov.uk/government/publications/guidance-for-parents-and-carers-on-safeguarding-children-in-out-of-school-settings> and the Vivify Venues Safeguarding Policy. If attendees at the Venue include children and/or vulnerable adults, you must ensure adequate supervision of these children and vulnerable adults at the Venue. Your policies and procedures must be robust and take into account usage of the Venue by other users with adult attendees.

8.4. You must ensure that you and any and all other persons likely to have contact with children and vulnerable adults during your use of the Venue have obtained enhanced Disclosure and Barring Service checks, and all other necessary checks and training, prior to your usage of the Venue, and provide evidence of such checks to us on request. If you do not do so, we may terminate the Hire Agreement with immediate effect.

8.5. You must not permit any person to access the Venue who is, or you believe to be, barred from working with (or is a risk of harm to) children or any other vulnerable persons.

8.6. **If you have any concerns of a safeguarding nature regarding your group or have a safeguarding concern reported to you from another person or group, you must inform us immediately, asking to report to the Designated Safeguarding Officer. This in turn will be reported to the Venue Owner as per the Keeping Children Safe in out-of-school settings guidance, referred to above.**

## **9. Cancellation and amendments**

9.1. You accept we or the Venue Owner may, without incurring any liability, cancel or amend a Booking by giving you as much notice of the cancellation or amendment as reasonably possible for any of the following reasons:

- a. any Force Majeure event, unforeseen circumstances or emergencies;
- b. if our contract with the Venue has been terminated;
- c. if your proposed activity is restricted at the Venue;
- d. if you have failed to pay any invoice by its due date;

- e. if we have not received payment for the Booking prior to the date of the Hire Period; if you
- f. have failed to supply to us or the Venue any reasonably requested information regarding the activities or proposed use of the Venue;
- g. if we become aware or believe that you have failed to honestly disclose the purpose of the activities you intend to undertake at the Venue, and/or we or the Venue deem the proposed purpose inappropriate;
- h. the Venue Owner makes a complaint about you or your attendees that we judge to be serious;
- i. any safeguarding or extremist concerns are raised about you, your attendees or the activities;
- j. you commit a material breach of the Hire Agreement; and/or
- k. if you appear to have or have become bankrupt or insolvent.

9.2. If a Booking is cancelled by us due to any reason set out in clause 9.1.a to 9.1.c we reserve the right to offset the payment we have already received from you for that Booking against future bookings. If no future bookings are available for offset we shall provide you with a refund of any payment already made to us by you within 30 days of the date of cancellation. We will refund such amount to you by the method through which you made the payment to us initially.

9.3. If a Booking is cancelled by us due to any reason set out in clause 9.1.d to 9.1.k then we shall not refund any payments made by you to us.

9.4. Once a Booking is accepted by us, you are entitled to cancel or amend Sessions based on the following criteria;

Weeks	Number of sessions			Notice period	
	Cancel	or	Amend	Cancel	Amend
1-11	-	or	-	-	-
12-24	-	or	2	-	7 days
25-39	2	or	2	7 days	7 days
40+	4	or	4	7 days	7 days

9.5. Any amendments or edits you attempt to make to a Booking will be accepted or rejected by us, and confirmed to you through Vivify.

9.6. To cancel or amend a booking through Vivify you need to contact us via the booking platform or by email.

## 10. Our liability

10.1. Nothing in these Terms and Conditions or otherwise in the Hire Agreement shall limit or exclude our liability for:

- a. death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);

- b. fraud or fraudulent misrepresentation;
  - c. breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; and/or
  - d. any other matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 10.2. If you are a Consumer, we are responsible for losses you suffer caused by us breaking the Hire Agreement unless the loss is:
- a. **Unexpected.** It was not obvious that it would happen and nothing you said to us beforehand meant we should have expected it (so, in the law, the loss was unforeseeable).
  - b. **Caused by a Force Majeure event.**
  - c. **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.
  - d. **A business loss.** Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited.
- 10.3. If you are a Business:
- a. we shall not be liable, whether in contract, tort (including without limitation negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
  - b. our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including without limitation negligence), breach of statutory duty, or otherwise, shall be limited to £1,000.
- 11. General**
- 11.1. You must not enter an agreement with the Venue directly. All bookings in respect of a Venue must be placed with us unless we no longer represent that Venue. You undertake that you shall not, for as long as the Venue is listed on Vivify:
- a. book to use a Venue otherwise than through Vivify;
  - b. work directly with any Venue by means of working-around Vivify, where any booking you make with that Venue would otherwise have been provided through Vivify; and/or
  - c. solicit or entice away from Vivify any Venue or Venue Owner, if that solicitation or enticement causes or would cause that Venue or Venue Owner to cease using Vivify to hire out space.
- 11.2. The Hire Agreement is personal to you and you must not sub-hire or assign the whole or any part of the Venue to any third party.



- 11.3. We process your personal data in accordance with our privacy policy which can be found at <https://www.vivifyvenues.com/privacy-policy>. If you have any questions about how we process your personal data, please follow the procedure in our privacy policy.
- 11.4. If you are a formally organised club or group, you must hold valid public liability insurance for the duration of each Hire Period and send a copy of your certificate to us on request. If you fail to provide a copy when requested, we may at our discretion cancel the Hire Agreement without refunding any amounts to you.
- 11.5. We shall not be liable in the event of any delay or failure to perform our obligations under these terms as a result of a Force Majeure event.
- 11.6. Our contact centre is open for support during our standard business hours (published on our website) by telephone and email. We also offer out of hours support by telephone if Hire Period falls outside of these hours.
- 11.7. If you would like to make a complaint about your Booking, a member of staff or the Venue, please contact our contact centre by telephone or email. We will endeavour to resolve all complaints within 14 days, but where no resolution can be made you may be put in touch with the Venue directly.
- 11.8. We will contact you using the details you submit to us in the Booking, or otherwise through Vivify. We can transfer the Hire Agreement, so that a different organisation is responsible for managing your Booking and giving you access to the Venue.
- 11.9. We may change the Hire Agreement at any time by informing you, using the details that you gave submitted to Vivify when submitting your Booking. Subject to any changes we are otherwise permitted to make in accordance with the Hire Agreement or the [User Terms](#), if you object to any material changes that we make, you may terminate the Hire Agreement by contacting us at [support@vivifyvenues.com](mailto:support@vivifyvenues.com).
- 11.10.
- 11.11. If a court invalidates some of the Hire Agreement, the rest of it will still apply. If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 11.12. Even if we delay in enforcing the Hire Agreement, we can still enforce it later. We might not immediately chase you for not doing something or for doing something you're not allowed to, but that doesn't mean we can't do it later.
- 11.13. Nobody else has any rights under the Hire Agreement. The Hire Agreement is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 11.14. The Hire Agreement is governed by English law. If you are a Consumer then, wherever you live, you can bring claims against us in the English courts and if you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. If you are a Consumer we can claim against you in the courts of the country you live in. If you are a Business, you irrevocably agree to submit all disputes arising out of or in connection with the Hire Agreement to the exclusive jurisdiction of the English courts.