

# The Albany Deptford Lounge Canada Water Theatre



---

*THE ALBANY, DEPTFORD LOUNGE and CANADA WATER THEATRE & LIBRARY*

## TERMS AND CONDITIONS [updated 25.09.20]

Please note: The term 'Booking' hereby refers to hire of rooms, catering, staffing, resources or any other such ancillary service provided within the arrangement.

### 1. PAYMENT TERMS

- 1.1. Payment for room hire must be made no later than 2 weeks (10 working days) in advance of the booking date.
- 1.2. You must bring your confirmation receipt with you as proof of payment. A digital copy will be accepted.
- 1.3. Bookings not fully paid at 10 working days prior will be cancelled. Thereafter your booking will only be reinstated if available, and at the discretion of the bookings team and venue managers.
- 1.4. Rooms booked less than 10 working days in advance should be paid for as soon as the invoice is received and where a confirmation receipt has not yet been issued you are required to bring proof of payment, otherwise you will be asked to pay again on arrival with overpayment fully refunded once reconciled.
- 1.5. Invoices cannot be paid in instalments and must be settled in full, unless a separate written agreement states otherwise.
- 1.6. Multiple dates booked in advance *will not* be invoiced individually (the minimum is monthly invoices). If you require separate invoices for 3 individual dates or more, there is an admin charge of £6.00.
- 1.7. For bookings over £500 immediate payment equal to a minimum value of 50% of the invoiced amount is required to reserve your hire. A separate Hire or Event Agreement may also be drawn up in such cases.
- 1.8. **Bookings are only confirmed once payment has been received in full.** Up until that time, the Venue reserves the right to move your booking into an alternative suitable space, or to cancel reservations, either in part or in full.
- 1.9. For room bookings with Purchase Order numbers attached, a valid Purchase Order number must be provided at the time of booking or within 48 hours of a quote being issued (and no less than 24 hours before the date of the booking). Confirmation or provision of any rooms or services will not be confirmed without one.

### 2. CANCELLATION POLICY – applicable from the point of the first payment being received.

- 2.1. Cancellations will only be accepted in writing no later than 10 working days in advance of the booking date.

2.1.1. If cancellations are made after this time then the full booking amount is non-refundable.

2.1.2. If you fail to arrive on the date on which you have booked a room and have not given us prior written notice then you will not be entitled to a refund.

2.1.3. If you have been issued with a separate long term contract for room hire then that contract's cancellation policy will supersede this one.

2.2. If your booking fee exceeds £500 a cancellation must be made in writing no later than 28 days before the event date. If cancelled within 28 days, the deposit will be non-refundable.

2.2.1. If you have been issued with a separate Hire or Event Agreement, the cancellation terms therein will supersede these.

2.3. Owing to the covid-19 pandemic, the additional cancellation terms will apply until further notice:

2.3.1. Where you [the booker] cancels your booking whilst the Venue is still open to accommodate bookings in line with government guidance, the standard Cancellation Policy applies.

2.3.2. Where The Venue cancels your booking due to covid-19 related building closures or increased social distancing measures, you are entitled to a full refund. See 6.12 for further details.

### **3. CATERING CONFIRMATION**

**3.1.** For 25 people or less – final numbers must be confirmed no later than 7 working days in advance.

**3.1.1.** Catering with a Purchase Order number attached must confirm final numbers no later than 10 working days in advance. A valid Purchase Order number must be received no later than 7 days before the booking.

**3.2.** For over 25 people – final numbers must be confirmed no later than 10 working days in advance.

**3.2.1.** Catering with a Purchase Order number attached must confirm final numbers must be confirmed no later than 14 working days in advance. A valid Purchase Order number must be received no later than 7 days before the booking.

**3.3.** If final numbers are confirmed any later than stated above, the venue reserve the right to cancel the catering order in part or in full and a fee may be charged to cover any resulting wastage.

### **4. ROOM HIRE PROCEDURE**

**4.1.** All bookings are made at the discretion of the The Venue.

- 4.2.** In order to request a room you must fill in and submit a room enquiry or event form. The bookings and/or venue teams will issue you with the appropriate form. Booking reservations are made on a first come first served basis. We do not make “pencilled bookings” or verbal agreements.
- 4.3. Rooms are not reserved until you receive an invoice.** Quotes can be provided on request prior to proceeding to the point of invoice.
- 4.4.** The named individual on the form must be over 18 years of age and take responsibility for observance of the Terms and Conditions.
- 4.5.** If you make changes to your booking reservation after invoicing we will charge you an alteration fee of £6.00. All changes to a booking including cancellations *must* be submitted in writing.
- 4.6.** Charity discounts are applied only on receipt of a valid charity number. The address of the charity must match the address on the booking form. Charity numbers will not be accepted in retrospect.
- 4.7.** Bookings on Sundays and outside of normal opening hours will incur additional staffing costs.
- 4.8.** You must include set-up and clear-up times in your booking as you will not be given access to your room before your booking time, and you must vacate the room by the agreed time. Additional time requested will be subject to availability and incur additional room hire costs. Requests for additional time must be made in writing.
- 4.9.** A minimum overstay charge of £25 + VAT will be applied if you return the key or key card later than 10 minutes after your agreed finishing time. For an unauthorised over-stay beyond this time you will also be charged DOUBLE the room hire rate for any hour or part of an hour beyond the agreed finishing time.
- 4.10.** Bookings involving noise such as music/singing/chanting/shouting are restricted to certain rooms only as identified on the room hire guide. You must identify if your event will be noisy when you make your booking. If the level of noise you create disturbs other bookers and/or residents whether the room is designated as one that allows noise or not, the Duty Manager will ask you to reduce this noise. Failure to act upon this request promptly will result in the termination of your booking without a refund.
- 4.11.** IT and technical support is not included in the hire charges. You are expected to read the user information for resources and equipment within the space.
- 4.12.** You must indicate what additional resources you require on your booking form. We cannot guarantee that all resources will be available at short notice. Any specialist technical support or equipment will be subject to additional charges and needs to be arranged in liaison with The Venue in advance.
- 4.13.** Long term bookings may be subject to contractual agreement
- 4.14.** The minimum payment for room booking is 1 hour. Shorter bookings can be accepted but room hire charges will not be reduced.
- 4.15.** Fire evacuation procedures are displayed in all spaces. Please read these carefully and ensure that all persons attending your booking are aware of these. In the event of an emergency you are required to evacuate the building to the Assembly Point. Report any unaccounted person from your party to The Venue when safely at the evacuation point.

- 4.16.** Fire exits, fire exit routes and all means of escape must be used safely and be kept free of any obstructions at all times.
- 4.17.** You are not allowed to bring or consume your own food and drinks in any of the spaces or the cafe. If you are found with external catering you will be charged a cleaning fee of £100.
- 4.18.** You cannot bring, sell or consume alcohol on site unless bought from the Venue's café and/or bar. The selling of alcohol is strictly prohibited.
- 4.19.** On occasion, because of business need we may have to allocate a different room from the one you booked. If your booking is moved to a larger room with a higher fee, we won't charge you for the upgrade. If your booking is moved into a smaller room with a lower fee, we will refund you the difference.
- 4.20.** If your event is open to the general public or you are planning to sell tickets to your event you must indicate this on your booking form.
- 4.21.** No animals are permitted on the premises other than assistance animals.
- 4.22.** You must ensure that you leave the room as you found it, removing all of your equipment and putting all rubbish in the bin. Where possible please use the recycling bins provided.
- 4.23.** On no account should the maximum persons in the space exceed stated capacity.
- 4.23.1.** Owing to the ongoing covid-19 pandemic, there may be the need to reduce room capacities at short notice in line with government social distancing measures. In the event this will affect your booking, The Venue will work with you to reschedule where possible.
- 4.24.** The use of candles, incense or any other item that results in strong odour, flame or smoke is strictly prohibited.
- 4.25.** All terms and conditions are subject to change.

## **5. GENERAL INFORMATION**

- 5.1.** Smoking is not permitted in the building.
- 5.2.** At the Albany the minimum room booking on a Sunday is 1.5 hours, and bookings of a religious nature must vacate their rooms no later than 13:30hrs on this day.
- 5.3.** You must identify if your booking is of a religious or political nature at the time of booking.
- 5.4.** The Venue will ask you to provide additional written information about your event before your booking is confirmed and reserve the right to refuse bookings should this information not be provided.
- 5.5.** We accept no responsibility for publicity produced by you before a booking is confirmed by invoice.

- 5.6.** All information provided on the booking form must be true and accurate. Should any information shown on the booking prove to be false your booking may be refused or terminated without a refund.
- 5.7.** In line with the Equality Act 2010 and our Equality and Diversity Policy (available on request) you must not use language or behaviour which could be construed as discriminatory whilst on the Albany's premises. We are committed to providing facilities for individuals and groups of people within the context of equal opportunities and this covers all activities and events taking place on the premises.
- 5.8.** If your booking involves children or vulnerable adults you must make sure that they are supervised at all times while on the premises and that the supervisor has the appropriate DBS (Disclosure and Barring Service) check and follows best practice. We expect you to safeguard children and vulnerable persons in line with all Health and Safety regulations, legal requirements and with our Safeguarding Children Policy for Children, Young People and Vulnerable Adults (available on request). We may ask you for a copy of your own Safeguarding Policy, failure to produce this policy may result in the termination of your booking.
- 5.9.** You must ensure that those supervising young people under the age of 18 and are a responsible adult, over the age of 18 years old. The ratio for the supervision of young people should be 1:12, with the ratio decreasing with children under the age of 12 years to 1:10 and for children of 7 years and under to 1:6. Chaperones must have sight of their charges at all times and take full responsibility for their well-being and behaviour.
- 5.10.** The Venue reserves the right to request a security deposit for events. This deposit covers any potential costs arising from your booking. You will receive a full refund if the space is returned to us in the state it was found. Failing this, the necessary deductions will be made and you will receive a partial or no refund as appropriate.
- 5.11.** If the premises should be closed through fire, demise, war, calamity, epidemics, strikes, disputes, force majeure or anything what so ever beyond the control of The Venue, neither party shall have any claim against the other and the obligation of both parties shall cease immediately. For COVID-19 related closure or cancellations, see section 2.3.

## **6. USE OF PREMISES AND INSURANCE**

- 6.1.** You can only have access to the particular room you have booked shown on your invoice plus use of the public toilets and other common areas, and you can only use the room/s for the purpose stipulated on your booking request form.
- 6.2.** Depending on the nature of your booking and in order to comply with our Public Entertainment Licence and Health and Safety regulations, it may be necessary to have staff and/or security present in any space with public access. If this is necessary you will be charged for this staffing.
- 6.3.** Any security or staffing required will be provided (at additional costs) by the The Venue. You are not permitted to use your own security or staffing.
- 6.4.** Photographs of your event, including room set-up may be used by The Venue for promotion of the building and its rooms and services, including newsletters, leaflets, posters and social media. Room bookers will be advised in advance if their event is going to be photographed and release forms will be provided by the Albany. Where applicable credit will be given to the organisation.

- 6.5.** You are responsible for any damage or harm done to persons, building or property arising from your actions or omissions or those of your members or group.
- 6.6.** You agree to affect and maintain such insurance policies as may be required to cover your activities, requisite statutory and all other liabilities. In particular that you and anyone engaged on your behalf is covered by public and employer liability insurances. We may request proof of this before confirming your booking.
- 6.7.** The Venue reserve the right to deny or terminate access to facilities at any time if in its opinion the circumstances are such that the booking or continuance of the booking appears to contravene any of our policies or not be in the interest of good The Venue (i.e breach of the peace, public safety or nuisance) or if payment has not been received.
- 6.8.** The decision to refuse access is at the discretion of The Venue alone and shall be final. The The Venue will give notice in so far as is practice in the circumstances and shall not be liable for any damages or additional expense incurred by you arising out of any such refusal.
- 6.9.** You are responsible for ensuring that no activity takes place that might endanger the general health and safety of any person attending. If you are involved in activities on the premises where injury or damage may be possible you must provide us with a Risk Assessment, method statement and appropriate liability insurance in advance.
- 6.10.** You must have permission from us to bring any equipment onto our premises. Any equipment you bring onto the premises is done so at your own risk and any loss or damage to your property is your responsibility. All electrical equipment you bring onto the premises for use including PA systems and speakers must be fit for use and display a current PAT test label. We can provide a PAT testing service at additional cost. If we see you using equipment without a PAT test label that we deem unsafe we can ask you to stop using it. If you refuse to stop using your equipment any future bookings you have with us, confirmed or otherwise may be subject to cancellation.
- 6.11.** If you damage any equipment, furniture or any other items belonging to the Albany or their partner organisations whilst on the premises we will charge you for repairs or replacement of the item or items.
- 6.12.** By making this booking, you (the booker) acknowledge the ongoing COVID-19 crisis in the UK and accept your obligation to comply with any official guidance from UK Government. Likewise, The Venue acknowledges the ongoing COVID-19 crisis in the UK and accepts our obligation to comply with any official guidance from UK Government. By proceeding with this booking, both parties agree to communicate without delay any issues they may have in performing their obligations under this agreement. You [booker] acknowledge that COVID-19 may require us to take one or more of the following measures for the safety of our staff and the safety of delegates attending the event to which this booking relates:
- (i) impose maximum capacity numbers for your booking;
  - (ii) limit food or drink availability;
  - (iii) impose specific requirements regarding personal protective equipment such as the wearing of masks;
  - (iv) limit any planned activity or entertainment for your event;
  - (v) designate alternative entrance and exit routes.

In some circumstances we might consider revising your booking fee.

**6.12.1.**You (the booker) are responsible for ensuring that you and all delegates connected to your booking have read and comply with any government guidance that is relevant to your booking activity. The Venue reserves the right to terminate your booking and refuse future service if you or your attendees do not follow appropriate measures. Full guidance can be found at <https://www.gov.uk/coronavirus>. You (the booker) will be liable to reimburse any cost incurred by The Venue due to early termination.

6.12.2.You (the booker) are responsible for ensuring that both you and your attendees are aware of the venue's health and safety measures, and adhere to them at all times.

**6.12.3.**If we are obliged due to specific Government restrictions to close our venue, we may offer you an alternative date for the event but if that cannot be agreed the booking will be deemed cancelled and your payment will be returned in full with no further payment required.

6.12.4.If you are issued with a separate covid-19 health and safety compliance form, then that form's health and safety measures and booking terms will supersede this one.

6.13.Whilst The Venue has taken every precaution to ensure a safe environment during the covid-19 pandemic, there will always be a risk associated with holding activities. As such, all bookings and activities at the venue are undertaken at your and your attendees own risk, and The Venue will not be liable for any ill health or other losses incurred as a result of COVID-19 risks present.

6.14.In order to support the NHS Test and Trace programme, and in line with guidance issued by the Department for Health and Social Care, as the lead booker we will share your name and phone number with NHS Test and Trace, if asked, in the event that it is needed to help stop the spread of coronavirus. We will not pass on your details to anyone else. All data collected for this purpose will be stored for 21 days before being processed for deletion, and will be handled in accordance with GDPR and the Albany's privacy policy to protect the privacy of our staff, residents, and visitors.

6.14.1.In order to facilitate the NHS Test and Trace programme, with each attendee's permission, please maintain a full list of names and phone numbers of your booking attendees. You can find more information on this, along with GDPR compliance, here: <https://www.gov.uk/guidance/maintaining-records-of-staff-customers-and-visitors-to-support-nhs-test-and-trace>