

VIVIFY 
Breathing life into venues

The legal bit!
Our Ts & Cs



Hirer Terms and Conditions

Booking

1. These terms form a legally binding contract for your booking between you, us and the owner of the venue which you have selected to use for your booking. We enter into these terms as the agent of and for and on behalf of the venue owner. Please read these terms carefully.
2. We have been appointed by the venue as their agent and will liaise with you on all matters regarding your booking, with the exception of being onsite to give you access to the facilities, which is the venue's responsibility. You will be provided with access details on your booking confirmation email.
3. You must create an account to complete a booking on our platform.
4. You must be over 18 years of age to complete a booking.
5. Our Contact Centre is open for support during our standard business hours (published on our website) by telephone, email and live chat. We also offer out of hours support by telephone if your booking activities fall outside of these hours.
6. You must honestly tell us the proposed use of the venue at point of booking. Any misrepresentation may result in a non-refundable cancellation of the booking.
7. During booking you must tell us how many people will attend your booking. If this changes you must inform us in advance to ensure that the maximum capacity for a venue is not exceeded.
8. If you have a discount code this must be entered at the time of booking.

Venue use

1. You agree to complete a sign-in sheet on arrival if required.
2. You agree to follow instructions given by the venue staff at any time.
3. If you are a formally organised club or group, you must hold valid public liability insurance for the duration of each booking and send a copy of your certificate to the venue, if requested. If you fail to provide a copy when requested, we may at our discretion cancel any booking without refund.
4. The venue must be left in the same condition as it was at the start of your booking. If you damage the venue or any equipment during the booking, you will be required to reimburse the cost of repair or replacement. If you are responsible for the damage, we will tell you the cost and provide details, and deduct the cost of repair or replacement from your security deposit (if applicable) or charge your saved payment card. If there is no security 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 use it for the booking.
5. Venue furniture or fixtures must not be used or moved, or in any way interfered with except with the previous written approval from us.
6. You agree that any time needed to set-up and clear away must be carried out during the time slot of your booking.
7. You agree that there is no compensation for a late arrival or delayed start, and you must vacate the venue at by the end of the time slot of your booking.
8. If you plan to use music or show videos during your booking, you must obtain the relevant artist, performance or broadcast licences.
9. You shall not allow any gambling, smoking, the use of e-cigarettes or illegal drugs at the venue.
10. You shall not permit alcohol to be consumed or sold in the venue or its grounds, without the prior written approval of us.
11. 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 prior written approval by us. If we do provide approval, you agree to ensure that the venue's name and logo are not included in any recording.
12. 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 on your behalf. It is your responsibility to insure the equipment.
13. For larger events, we may request that you provide, and

be responsible for stewards to control the admission, behaviour and exit of attendees. If you do not follow our directions, we or the venue owner may ask you to leave the venue and you will not be refunded any payment made for that booking.

14. We and the venue take no responsibility for the loss or damage of any property 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.
15. You must not enter an agreement with the venue direct, all future bookings must be placed with us unless we no longer represent that venue.
16. You must not discriminate against or harass 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 in any violent, harmful, abusive or disruptive behaviour.

Health & Safety

17. You must ensure that all individuals present at the booking comply with all relevant health and safety legislation and regulations and all the venue's policies and procedures, available on request prior to your booking.
18. You must ensure that anyone teaching any activities during the Booking holds the relevant qualifications needed and will provide evidence of this to us or the venue of this if requested.
19. You are responsible for obtaining all necessary licences, permissions and consents which may be required for the activities.
20. You are responsible for ensuring that any equipment with a plug brought into the venue has been PAT tested (Portable Appliance Test) within the last 12 months.
21. You must ensure that first aid equipment is available during the booking and that a person with first aid training is present.
22. Where the activities involve the use of swimming, you are responsible for ensuring that persons with the requisite level of lifeguard training are present throughout the booking.
23. 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.
24. You are responsible for the coordination, running and risk assessment of the activities and the safety of those taking part in the activities.
25. You are responsible for ensuring that any equipment and materials provided for use are safe, in full working order and suitable for the activities.
26. You must ensure that anyone taking part in the managing and operating of activities complies with safeguarding legislation and guidance.
27. If requested by us or the venue, you must provide evidence that appropriate Disclosure and Barring Services certificates (DBS Certificates) have been obtained for individuals in management or leadership positions or where activities involve children or vulnerable or disabled adults or as otherwise required by the venue.
28. You are responsible for ensuring that all individuals involved in undertaking, overseeing or organising activities shall be recruited using safer recruitment methods and processes, including criminal record checks and shall be trained, and supervised to ensure that there is consistent and thorough implementation of safeguarding policies and procedures.
29. You must ensure that emergency and other exits are not blocked at any time.
30. You must promptly report any accident, injury, safeguarding concern, damage to the venue or to the venue equipment to us. We will pass this report on to the venue and they and we may take any steps we or the venue considers to be appropriate.

Charges & Payment

31. During the online booking process, you will choose and select from the payment options available. We invoice and collect payments for bookings on behalf of the venue owner as its agent.



32. You authorize us to store your payment information and charge your card in accordance with the payment option you choose.
33. You are responsible for keeping your payment information up to date.
34. You may be required to pay a security deposit, which you must do within 5 days of the request, unless the booking is within 5 days of the request, in which case you must pay at least 24 hours before the booking takes place.
35. Monthly invoices are raised by us on behalf of the venue on or around the 25th of the month prior to the month to which the invoice relates. Once an invoice is raised this cannot be amended and must be paid in full before any booking in the following month takes place.
36. We may at our discretion accept BACs Payment. Any such payments will need to be received in cleared funds at least 5 days before the start of any Booking to which the payment relates. A copy of the remittance must be emailed immediately to our finance team.
37. The booking platform will show whether VAT is applicable to your booking. Certain fees for bookings for sports are exempt from VAT for the use of sport if the following conditions apply:
- The booking is for a single letting of sports and physical recreation facilities for a continuous period of over 24 hours with exclusive control of the facilities to the same person or;
 - The booking is a block booking which meets the following conditions:
 - The series consists of ten or more sessions.
 - Each session is for the same sport or activity in the same venue.
 - The interval between each session is at least one day but not more than 13 days (it is important that there is a 24-hour time lapse between the start of each session).
 - The sessions are paid for in full.
 - The entity booking the venue has exclusive use of the relevant sports facilities during the Bookings and is a school, club, association or an organization representing affiliated clubs or constituent associations such as a local league.
38. If you cancel the whole or part of a booking, which in turn means that the rules set out in clause 37(b) cannot be met, VAT will be applied and we will inform you that this is the case, void the invoice and raise a new one with VAT on it. If a cancellation or change to the booking is instigated by us or the venue which means that the rules set out in clause 37(b) cannot be met, VAT will be applied but a discount or refund will be applied to ensure that your total payment is not increased due to such cancellation or change.
39. Some venues may opt to tax their premises which would mean that the charge will be subject to VAT even if the above conditions are met.
40. If the rate of VAT changes, we reserve the right to raise a further invoice to you for any additional VAT payment due, such invoice to be payable within 5 days of the date of the invoice.
41. If you fail to make payment due to us by the due date:
- We have the right to suspend your access to any venue we represent until payment is made.
 - We will retry the payment every day for 5 days, at which point your booking will be cancelled unless successful payment is taken
 - We may refer such matter to its debt collection agents whose charges will be added to and be payable with the invoiced amount together with a £50 late fee.
- Cancellation**
42. You accept that we or the venue may, without incurring any liability, cancel a booking by giving you as much notice of the cancellation as reasonably possible for any of the following reasons:
- Any change of circumstances which means the venue owner needs the facility for their own use.
 - Any Force Majeure Event, unforeseen circumstances or emergencies.
 - If our contract with the venue has been terminated.
 - If your proposed activity is restricted at the venue.
 - If you have failed to pay any invoice by its due date.
 - If you have failed to supply any reasonably requested information regarding the activities or proposed use of the venue.
 - If we become aware that or believe that you have failed to honestly disclose the purpose of the activities and/or we or the venue deem the proposed purpose inappropriate.
 - The venue makes a complaint about you or your attendees that we judge to be serious.
 - Any safeguarding or extremist concerns are raised about you, your attendees or the activities.
 - You commit a material breach of any of these terms.
 - If you appear to have or have become bankrupt or insolvent.
43. If a booking is cancelled by us due to any reason set out in clause 41(a) to (d), we shall provide a refund within 14 days.
44. If a booking is cancelled by us due to any reason set out in

clause 41(e) to (k) then we shall not refund any payments made.

45. You shall be entitled to cancel a booking as follows, giving notice to our Contact Centre via telephone or email:
- Block bookings and all-year-round bookings
 - 7 days' notice is required to cancel a single session within a block or all-year-round booking. A maximum of one single booking per quarter may be cancelled.
 - To cancel all future bookings, you must have completed a minimum 12 week consecutive block before giving a minimum of 4 weeks' written notice.
 - Single booking - single bookings cannot be cancelled.
 - Grass fixtures – you may cancel a grass fixture before the following deadlines and only for reasons of the grass surface being unplayable due to adverse weather conditions (and we must agree in writing that the grass surface is unplayable):
 - 9:00 am on the Friday immediately before a weekend grass fixture; or
 - 9:00 am on the day before a midweek grass fixture.

General

46. Indemnity:
- You shall indemnify us and the venue against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation) and all interest, penalties and legal costs and all other reasonable professional cost and expenses, suffered or incurred by us arising out of or in connection:
 - Your use of the venue.
 - Your breach of any of these terms.
 - Any claim arising out of or in connection with abuse or alleged abuse perpetrated by your staff, volunteers, senior managers, members of boards of trustees, sessional workers, agency staff, students, subcontractors or anyone else who may be working on your behalf; and
 - Any claim made against us arising out of or in connection with any breach of copyright or other intellectual property infringement in respect of the playing, use of or performance of any songs or musical works, theatre scripts, dramatic or artistic works or use of any third party's intellectual property rights.
47. Force Majeure:
- For the purposes of this contract, a Force Majeure event means an event beyond the reasonable control of us and/ or the venue which means that the venue cannot be used for the activities, 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- contract, 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, or storm.
 - We and the venue shall not be liable to you as a result of any delay or failure to perform our obligations under these terms as a result of a Force Majeure event.
48. Complaints:
- If you would like to make a complaint about your booking, a member of staff or the venue where your booking took place, 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.
49. Personal Data:
- We process your personal data in accordance with our privacy policy – listed on our website.
 - If you have any questions about how we process your personal data, please follow the procedure in our privacy policy.

