

## Terms & Conditions

### Please read carefully



### General

1. Our contract will be with the person making and signing our booking form.
2. Any error or omission in any information or document issued by us shall be subject to correction provided that the correction does not materially affect the contract.
3. You may not transfer any of your rights or obligations under our contract with you to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under the contract to another organization, but this will not affect your rights under these terms.
4. If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
5. No person who is not a party to our contract with you shall have any rights under or in connection with it.
6. All written communications by you to us must be sent by first class post to Hillsborough Arena, Middlewood Road, Sheffield S6 4HA or by email to [info@hillsborougharena.co.uk](mailto:info@hillsborougharena.co.uk). We may send written communications to you at an agreed email or postal address.
7. The Hirer shall be responsible for obtaining any licences and insurances necessary in connection with the booking
8. The Hirer shall be responsible for making arrangements to insure against any third party claims which may lie against him/his organisation whilst using the Arena.(The Arena is insured against any claims arising out of its own negligence).
9. The Hirer shall, during the period of hiring, be responsible for supervision of the premises, protection of the fabric and contents, safety from damage however slight, or change of any sort, and behaviour of all persons using the premises whatever their capacity, including the proper supervision of Car Parking arrangements so as to avoid obstruction of the highway.
10. The Hirer shall be responsible for making arrangements for the observance of all regulations appertaining to the premises stipulated by the Licensing Justices, the Fire Authority, and the Local Authority or otherwise.
11. The Hirer shall not sub- let or use the premises for any unlawful purpose or in any unlawful way nor do anything to bring onto the premises anything which may endanger the premises, their users, or any insurance policies relating.
12. The Hirer shall indemnify the Arena for the cost of the repair of any damage done to any part of the property including the surrounding land and the contents of the building during or as a result of their booking.
13. The Hirer shall, if selling goods on the premises, comply with the Fair Trading Laws and any local Code of Practice issued in connection with such sales. In particular, the Hirer shall insure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address, and that any discounts offered are based only on the Manufacturer's Recommended Retail Prices.
14. The Hirer shall not bring onto the premises for sale or consumption any food or drink unless permission is obtained from the Arena's authorised representative. If permission is granted all food and drink brought onto the premises must comply with health and hygiene regulations and removed from the premises the same day.
15. The Hirer shall be responsible for any first aid provision needed by their group
16. No function or event shall be advertised or announced until the form of application has been accepted by the Manager.
17. No person shall fix or exhibit any advertisement in or upon any part of the Arena without the previous written consent and for this purpose the Hirer shall submit to the Arena's authorised representative for approval, one copy if the notice or advertisement to be used in connection with the function or event for which any part of the Arena is to be used.
18. Local residents and Noise Nuisance  
All customers are reminded that Hillsborough Arena sits within a residential area and Arena staff will take all actions necessary to reduce any activity that may cause local residents any distress or annoyance.  
Any excessive noise will be monitored and actions taken to reduce. This may involve our staff asking any DJ or entertainer to reduce their volumes or asking patrons and customers that are using the outside of the facility to keep noise levels down,  
Customers that fail to observe this may face losing the security deposit
19. These terms shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English courts.

## **Appendix A**

Private Party Bookings & Special Party Packages

## **Appendix B**

Weddings

## **Appendix C**

Conferences & Seminars

## **Appendix D**

Activity & Community Sessions

## **Appendix A**

### **Private Party Booking & Special Party Package**

1. Prices-All prices are correct at the time of booking Please note that prices are reviewed annually and may be subject to change without written confirmation. Prices may also be adjusted to allow for changes in Food costs, Suppliers costs and Government taxes without notice 30 days prior to the event, unless previously confirmed in writing.
2. A £100 damage waiver will be charged on booking to be returned within 7 days after the event if there are no problems or damages. Any damage or other problems will be reported to the Manager within 24 hours and the cost of repairs or excess cleaning will be deducted from the damage waiver.
3. Cancellations- No monies paid will be refunded if cancelled by the hirer within 14 days of your event
4. Supervision -The hirer or person in charge of the activity shall not be under 18 years of age and shall be on the premises for the entire period of hire. The person in charge shall not be engaged in any activity which prevents him/her from exercising general supervision. It is the responsibility of the hirer to supervise all under 18 year olds and to ensure that children are not allowed to cause damage or disturbance to other users.
5. Prior consent of the Arena must be sought for any entertainment or service contracted for the function by the client. The Arena reserves the right to judge acceptable levels of noise or behaviour of the clients, guests or representatives and the client must take all necessary steps to correct. In the event of failure to comply with Management requests the Arena reserves the right to terminate the contract and stop the event without being liable for any refund or compensation.
6. Unless pre-agreed by the Arena in writing-No wine, other beverages or food may be brought into the Arena or grounds by the client or guests for consumption on the premises
7. Whilst every effort is made to safeguard clients' property Hillsborough Arena does not accept any liability for any loss or damage caused.
8. Arena reputation- At the absolute discretion of the Arena any function may be cancelled by the Arena even if paid in full, if the Arena has reasonable grounds for believing that the holding of such function would prejudice the reputation, good name or standing of the Arena.
9. Liability- The Arena accepts no responsibility for death, injury or disease, howsoever arising to clients or their guests excepting only such as arises due to the negligence of the Arena, its employees or agents acting strictly in accordance with the terms of their employment, sub-contract or other agreement between such employees and agents at the Arena. The Arena is not liable for any frustration of this contract caused by strikes, labour disputes, accidents or any other cause beyond the Arena's control and outside the ordinary and reasonable contemplation of the parties at the time of this contract. In such an event, the Arena's obligation to the client extends up to and is limited to, the full refund of any deposit held.

### **18<sup>th</sup> & 21<sup>st</sup> Birthday Parties**

You will be required to sign an additional document when booking an 18<sup>th</sup> birthday party. This type of party must be booked by a parent/guardian of the 18 year old. An original birth certificate and photo ID i.e. passport, driving license will be required on booking an 18th Birthday party.

To adhere to our licence all parties will be served using plastic glasses and bar extensions are not permitted

### **The Arena reserves the right to stop parties if:**

- You or your guests are seen or suspected of buying drinks to those refused alcohol.
- You or your guests bring and are drinking your own alcohol.
- Suspected drug taking / dealing.
- Damage is being caused to interior and exterior of the building.

## **Appendix B**

### **Wedding Package**

1. Your contract is with us, HASA Enterprises CIC Middlewood Road, Sheffield S6 4HA

2. We appreciate that on occasions someone else (such as a parent) may wish to make payments due to us on your behalf. We are happy to accept such payments, but please note that unless we agree otherwise with you in writing you are legally responsible for any payments due to us.

3. In these terms, "venue" means the venue at Hillsborough Arena where your wedding is agreed to be held, "wedding" also means, "wedding package" means the services relating to your wedding which we agree to provide to you; and "working day" means a day other than a Saturday, Sunday or public holiday in England.

### **Making your booking**

4. We may agree to you making a provisional booking with us, but this is not legally binding on either you or us unless and until a contract is entered into in accordance with paragraph 5.

5. If, after receiving our quotation for your wedding package, you want to make a booking with us, you should within 14 days of the date of our quotation return your signed booking form and pay a deposit of £300 of your hire charge plus a damage waiver fee £200. The £200 damage waiver fee will be returned to you in full the week after your wedding party, except in the circumstances set out in paragraph 17 & 21. Payments can be made in cash, by cheque or by most credit/debit cards (please note there is a 2% charge when paying by credit card). If you subsequently cancel a confirmed booking please note that your deposit will only be refunded as explained in paragraph 21. A contract is only formed between you and us when we accept your signed booking form along with your deposit.

### **Your wedding package**

6. The general content of your wedding package shall be as set out in your quotation, or as otherwise subsequently agreed with us. We may finalise certain details of your wedding package (for example, arrival times exact numbers to be catered for, drinks packages) with you in the period leading up to your wedding, in accordance with these terms.

7. As part of your wedding package, the main hall and buffet room will be hired to you, for the period set out in your quotation. We will not hire out the main hall and buffet room to anyone else during this period, but we cannot guarantee that no one else will be present in certain areas of the Arena at the same time as you and your guests. For example, our main bar area may deal with other customers and enquiries from potential customers.

### **Price**

9. Subject to paragraphs 10 to 12 inclusive, the price of your wedding package shall be as set out in your quotation.

10. If not all components of the price in the quotation are stated to be fixed (for example, any additional extras such as extra table set ups, inflatable displays, present tables etc.), the final price will be determined either in accordance with the quotation or as otherwise agreed with us (for example, if there are any "extra" services not set out in the quotation which we subsequently agree at our discretion to provide to you).

11. If your wedding date is scheduled more than 1 year after the date of our confirmation of booking, we reserve the right to increase the price of your wedding package by up to 10% for each complete period of 12 months between these two dates.

### **Payment of balance**

12. We will invoice you for the total price of your wedding package (less any deposit paid) approximately 2 months before the scheduled date of your wedding. You must pay our invoice in full no later than 28 working days from the date of invoice.

### **Your responsibilities**

13. You must provide us, by the dates we may reasonably request of you, with any other information we ask for (such as any additional extras) so that we may finalise the details of your wedding package and/or its price.

14. Unless we agree otherwise, only food and drinks supplied by us may be consumed at your wedding. Should you wish to provide your own beverages, our standard corkage charges will apply.

15. You must comply with, and use your reasonable endeavors to ensure that your guests comply with, all of our reasonable instructions intended to ensure the safety of property and/or people at the venue.

16. You must provide your guests with such information we may reasonably request regarding arrangements to be followed at the venue (for example, in relation to car parking or the storage of valuables).

17. Any damage or loss caused at the Venue to its contents or fittings will be invoiced immediately after the event or deducted from the damage waiver paid prior to the event. An itemized price list is available on request.

18. We reserve the right to stop any activity which we reasonably believe is likely to cause damage to the interior or exterior of the venue or to risk the safety of people at the venue, and we will not tolerate any abusive behavior by guests to any other guests or member of staff. We reserve the right to remove any persons acting inappropriately from the event.

19. If you/we on your behalf engage other third party suppliers, we accept no responsibility for their performance of services and you should take up any complaints with them directly. You are also responsible for paying their charges directly, including any charges made for any loss or damage of the third party supplier's property. Any access arrangements needed for the delivery of third party suppliers equipment must be agreed with the venue, please be aware there may be further charges made i.e. venue hire charges for additional access times. The venue accepts no responsibility for the care and storage of third party supplier's equipment.

We reserve the right not to allow into the venue any third party suppliers who do not meet our requirements intended to ensure the safety and welfare of property and people at the venue.

### **Cancellation by you**

20. If you want to cancel a confirmed booking, you must do so in writing and the provisions in paragraph 21 shall apply.

21. You will be responsible for any losses and costs we suffer because of the cancellation which were reasonably foreseeable to both you and us when the contract was entered into, whether or not we are able to resell the date. Depending on when you cancel, the cancellation charges you must pay shall be determined by reference to the table below. We will tell you the exact cancellation charges which must be paid within 20 working days of our invoice. Where the final price has yet to be finalized (for example, because you have not yet confirmed catering numbers), we shall base the cancellation charges on any minimum numbers set out in our quotation.

<b>Length of time before your scheduled wedding day</b>	<b>Cancellation charge</b>
More than 6 months	½ amount of your deposit
Less than 4 months	Full amount of your deposit
Less than 2 weeks	Up to 90% of total wedding package price

### **Cancellation by us**

22. We reserve the right to cancel your booking without liability to you and without any obligation to refund your deposit if:

- (a) you do not pay us the balance of your wedding package price by the date due for such payment; or
- (b) we have reasonable grounds to believe that you may not pay us the balance of your wedding package price by the due date and we have requested you to explain the position and you have not done so satisfactorily; or
- (c) we discover, before you have paid the balance of your wedding package price, that you have deliberately concealed information, or deliberately given us incorrect information, about your intended wedding in circumstances where (if you had not done so) it would have been reasonably foreseeable that we would not have accepted your booking; or
- (d) we have reasonable grounds to believe that your behavior or that of your guests at the wedding is likely to result in damage to the venue or to our property and/or injury to people.

23. If we cancel your booking under paragraph 22, you must pay us any losses and costs we suffer because of the cancellation which were reasonably foreseeable to both you and us when the contract was entered into. Depending on when we cancel, the cancellation charges you must pay will be determined by reference to the table set out under paragraph 21 above.

### **Events outside our control**

24. Except as set out in this paragraph 24, we shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under our contract with you that is caused by events outside our reasonable control (such as serious damage to the venue, serious adverse weather conditions, a pandemic or epidemic, or interruption or failure of utility services such as electric power, gas or water). In these circumstances, we shall use every effort to notify you as soon as is reasonably practical. If, as a result of such events, we believe we have no alternative but to cancel your booking, we shall use reasonable endeavors to help you find an alternative venue of a similar standard for a similar price but our sole liability to you shall be to refund you any money you have paid towards your wedding package.

### **Limitation of our liability to you**

25. Subject to paragraph 24, our total liability to you for any loss you suffer will be limited to the total amount of money payable to us for your wedding package. We will not be liable for any losses which were not reasonably foreseeable to both you and us when the contract was entered into or for any losses that were not caused by any breach of contract or breach of statutory duty or negligence on our part.

26. Nothing in these terms excludes or limits in any way our liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or limit (or attempt to exclude or limit) our liability.

### **Changes to the venue and/or your wedding package**

27. We reserve the right to make changes to the interior and/or exterior of the venue between the time we accept your booking and the date of your wedding. For example, we may make changes to the décor and colour schemes of the facility.

28. We will use all reasonable endeavors to ensure that no components of your wedding have to be altered. However, as a wedding plan is normally put together a long time before your scheduled date, we reserve the right to make changes to certain components if this is necessary to comply with safety requirements or other changes in law or relevant codes of practice, or to make other minor changes which we reasonably believe will not be to the detriment of your overall wedding experience.

29. We will notify you of any significant changes covered by paragraphs 27 and 28, but unless the change is one which is likely to fundamentally change the nature of your wedding experience we will not offer a refund, costs or compensation.

## **Appendix C**

### **Conferences & Seminars**

1. Payment for bookings may be made by the Hirer either:  
Immediately on receipt of the invoice which will be forwarded to the Hirer or at the Reception desk immediately before the period of hire. Payment can be made by bacs or card, cheques to be made payable to HASA Enterprises CIC.

2. The Company reserve the right:

To refuse any application as it may deem fit without reason.

To not allow into the venue any third party suppliers who do not meet our requirements intended to ensure the safety and welfare of property and people at the venue.

To cancel **any booking** if we have reasonable grounds to believe that your event is likely to result in damage to the venue or to our property and/or injury to people.

At the absolute discretion of the Arena any booking may be cancelled by the Arena even if paid in full, if the Arena has reasonable grounds for believing that the holding of such an event would prejudice the reputation, good name or standing of the Arena.

(1) If cancellation or variation of any hiring by the Hirer of less than 2 weeks before the date of hiring, the Hirer will be responsible for the full hire charge. If the Hirer gives between 2-4 weeks' notice, then the Hirer will be responsible for 50% of the full hire charge.

3. If cancellation or variation of any hiring by the Hirer of less than 2 weeks before the date of hiring, the Hirer will be responsible for the full hire charge. If the Hirer gives between 2-4 weeks' notice, then the Hirer will be responsible for 50% of the full hire charge.

4. The Hirer shall not transfer the benefit or burden of the contract of any part thereof.

5. The Company shall specify the maximum number of persons who will be permitted to use the facility or any part thereof for any purpose. The Company reserve the right to refuse admission to, or remove from the facility any person not adhering to the Arenas terms and conditions of hire.

6. Any equipment used during the period of hire shall be returned to the place it was found at the end of the period of hire.

7. Any part of the Arena used during the period of hire shall be left in a tidy and orderly condition at the end of the hire time.

8. The Hirer is held responsible for the effective supervision of the arrangements and activities in any part of the Arena during the period of hire and for the prevention of disorderly behaviour and the Hirer shall comply with any reasonable request of the manner or other person authorised by him to make such a request.

9. The Hirer shall repay the Arena on demand the cost of reinstating or replacing any part of the facility or any property in or upon the Arena which shall be damaged, destroyed or removed during the period of hire.

10. The Arena accepts no responsibility for death, injury or disease, howsoever arising to clients or their delegates excepting only such as arises due to the negligence of the Arena, its employees or agents acting strictly in accordance with the terms of their employment, sub-contract or other agreement between such employees and agents at the Arena. The Arena is not liable for any frustration of this contract caused by strikes, labour disputes, accidents or any other cause beyond the Arena's control and outside the ordinary and reasonable contemplation of the parties at the time of this contract.

## **Appendix D**

### **Activity & Community Sessions**

1. The Hirer shall be responsible for obtaining any licences necessary in connection with the booking, other than those already held by the Arena. The Arena will not be liable for any injury damage or loss of equipment resulting from the activity. It is the user's responsibility to ensure that all licenses and risk assessments appropriate to the activity are in place at the time of the activity.

2.The Hirer shall be responsible for maintaining its own equipment and take full responsibility for those using this equipment during their sessions.

3.The Hirer shall be responsible for making arrangements to insure against any third party claims which may Lie against him/his organisation whilst using the Arena. The Arena is insured against any claims arising out of **Its own** negligence.

4.The Hirer shall, during the period of hiring, be responsible for supervision of the premises, protection of the fabric and contents, safety from damage however slight, or change of any sort, and behaviour of all persons using the premises whatever their capacity, including the proper supervision of Car Parking arrangements so as to avoid obstruction of the highway.

The Hirer shall indemnify HASA for the cost of the repair of any damage done to any part of the property Including the surrounding land thereof or the contents of the building during or as a result of their booking.

The Hirer shall not bring onto the premises for sale or consumption any food or drink unless permission is Obtained from the Trustees or the General Manager.

Payment for the facilities will be invoiced monthly/payable on day/pay in advance and is to be agreed by the Arenas authorised representative.

Any accidental damage to property or equipment should be reported to the duty supervisor. The cost of repair to property or equipment as a result of inappropriate behaviour will be charged against the group or organisation making the booking.

**The Hirer shall be responsible for any first aid provision needed by their group  
The Arena does not provide First aid cover.**

### **Block Bookings**

1. The facilities can be booked by organised and supervised groups who reserve (block book) facilities for a given period. There is also casual pay and play arrangements operating in these facilities, however block bookings will take priority

2. All groups who book the facility will be asked to give the name of the lead person responsible for the group. Unless agreed otherwise this person must be available at all sessions to take responsibility for the behaviour of the group and to indicate to a member of staff when they have all arrived and left the building.

3. The facilities should be used for their intended purposes - i.e. participation in formal and informal sport and play.

### **Period of hire**

Unless stated otherwise hire agreements will be rolling contracts, user groups will be informed in writing of any regular time changes and any room rate changes.

### **Storage**

The Arena will try to make storage available for your group in changing room 1, all items stored are left entirely at your own risk. Wherever possible you will be allocated an area in the changing room, this will be the only storage area and any equipment left in other areas will be removed unless agreement is made to the contrary.

### **Class Cancellation**

By the giving of 2 weeks' notice the Arena reserves the right to use the space booked by the Hirer for other purposes on 6 occasions in any 12 month period. The hirer will also give 2 weeks' notice of any intended cancellations, failure to comply will incur normal room hire charges.

### **Termination**

Both the Arena and the hirer will have the right to terminate the agreement by giving 4 weeks' notice.

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