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## VENUE HIRE TERMS AND CONDITIONS

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### BACKGROUND:

Abbotshall Healthy Lifestyle Centre (AHLC) is a charity registered in England under charity no. 1186704. AHLC exists to promote healthy living and social inclusion in the Catford South area through sport and other social activities.

AHLC hires out its premises to raise funds for the charity and its activities but AHLC must always be mindful of its neighbours and charitable aims. Therefore, AHLC will not hire out the Venue for certain events including in particular Commercial Events.

These Terms and Conditions shall apply to the hire of facilities at AHLC's premises at Abbotshall Road, London, SE6 1SQ by customers who are hiring the Venue for private, non-commercial purposes.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>"Booking"</b>	means the arrangement of the Venue Hire including, but not limited to, setting the dates for the Event Date or the Hire Term, agreeing the Hire Fee, specifying the nature of the Event and setting out any additional requirements that you or we may have;
<b>"Booking Confirmation"</b>	means our written acceptance and confirmation of your Booking Request;
<b>"Booking Request"</b>	means your request to hire the Venue subject to the event details provided by you in the booking request form;
<b>"Breakages Deposit"</b>	means the deposit payable by you before your Event to cover any breakages or damage to the Venue. The deposit required will be set out on your booking request form;
<b>"Business Day"</b>	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England;
<b>"Catering Service"</b>	means the catering service operated by or nominated by us which shall be available to provide food and drinks at the Venue and the Event if required;
<b>"Contract"</b>	means the contract for the Venue Hire, as explained in Clause 2;

<b>“Commercial Event”</b>	includes, but is not limited to, activities such as paid for ticketed events, product launches, corporate events, marketing and promotional activities for profit making organisations, and funfairs and circuses;
<b>“Data Protection Legislation”</b>	means UK GDPR, the Data Protection Act 2018 and EU Regulation 2016/679 and any applicable successor legislation;
<b>“Deposit”</b>	means the sum payable by you under Clause 3 of these Terms and Conditions, the amount of which is set out in the Hire Fee Price List;
<b>“Event”</b>	means the event or function which you intend to host at the Venue subject to these Terms and Conditions;
<b>“Event Date”</b>	means the date booked for a one-off event;
<b>“Hire Fee”</b>	means the sum payable by you for the hire of the Venue as determined under Clause 4 of these Terms and Conditions and set out on the Hire Fee Price List;
<b>“Hire Fee Price List”</b>	means the list setting out hire fees, deposits and the conditions for refunds, which may vary from time to time;
<b>“Hire Term”</b>	means, when not a one-off Event, the period for which you wish to hire the Venue Hire;
<b>“Venue”</b>	means that part of the AHLC premises which you wish to hire and which is specifically identified in the Booking Request;
<b>“Venue Hire”</b>	means the hire of the Venue which shall be subject to these Terms and Conditions;
<b>“Venue Personnel”</b>	means any of our employees that are assigned to the Event for the purposes of setting up, managing, staffing or otherwise assisting with the Event in accordance with Clause 16 of these Terms and Conditions.

1.2 Unless otherwise stated, each reference in these Terms and Conditions to “writing” and any similar expression means by hard copy (post) or e-mail. For the avoidance of doubt all bookings, rescheduling or cancellations must be made in writing.

## **2. The Contract**

2.1 These Terms and Conditions govern the hire of the Venue from us by you and will form the basis of the Contract between us and you. Before submitting a Booking Request, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.

2.2 Nothing provided by us including, but not limited to, sales and marketing literature,

details of Hire Fee or other charges and other documents constitutes a contractual offer capable of acceptance. Your Booking Request constitutes a contractual offer that we may, at our discretion, accept.

- 2.3 A legally binding contract between us and you will be created upon our acceptance of your Booking Request, indicated by our written Booking Confirmation.

### **3. Booking Requests and Bookings**

- 3.1 All Bookings will be subject to these Terms and Conditions. All refunds will be subject to the conditions set out.
- 3.2 We will provisionally reserve the Venue for you, subject to these Terms and Conditions when we receive your Booking Request (provided the space requested is available for the Event Date or Hire Term you request). We will discuss your Booking Request with you before confirming your booking.
- 3.3 We will confirm your Booking Request by sending you a Booking Confirmation when:
- For one off events: you pay the Deposit;
  - For monthly hire: you pay the next month's hire in advance on 1<sup>st</sup> of each month. If you do not pay the invoice by the due date, you may not be allowed to use the Venue on the next hire date.
- 3.4 Any changes to the Event Date or Hire Term are subject to the conditions set out in the Booking Request at the time of your booking request. While we will use all reasonable endeavours to accommodate any changes requested, we cannot guarantee the availability of the Venue on any dates that you have not already reserved with a Booking as the Venue may already have been reserved by another customer for that/those date(s). Requests to change Bookings must be in writing.
- 3.5 If you change your Booking, we will tell you of any change to the Hire Fee in writing. If the change results in an increase in the Hire Fee, you must pay the difference in Hire Fee within 7 Business Days to secure your new booking.
- 3.6 You may cancel your One-off booking any time up to 21 days before the Event Date for a full refund. All cancellation requests must be made in writing by the person who made the original booking. We will only refund your Deposit and/ or Hire Fee in accordance with the conditions shown in the Hire Fee Price List. If you wish to cancel the Venue Hire once the Hire Term has begun, please refer to Clause 21.

### **4. Hire Fee and Payment**

- 4.1 The Hire Fee for the Venue Hire will be calculated in accordance with the Hire Fee Price List in place at the time of your Booking Request. Fees available on request.
- 4.2 Our Hire Fees may change at any time but these changes will not affect Booking Requests that we have already accepted and which have already been paid in full.
- 4.3 All Hire Fees are exclusive of VAT. If the rate of VAT changes between the date of your Booking Request and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Hire Fees if you have already paid the Hire Fee in full.
- 4.4 Depending on your Event type and the related Hire Fees, we may require you to pay

a Deposit as shown in the Hire Fee Price List. To secure your Booking, you must pay the Deposit by the date shown on the Booking Confirmation. During this time we will reserve the Venue for you but we will cancel your booking if you do not pay the Deposit by the due date.

- 4.5 We reserve the right to withhold deposits which are unclaimed 6 months following your event. These will be used to meet our charitable aims.
- 4.6 If you would like to donate your deposit to help support our charitable aims, please do indicate on your booking confirmation.
- 4.7 You must pay the balance of the Hire Fee together with the Breakages Deposit by the date shown on your Booking Confirmation. We reserve the right to cancel your Booking if you do not pay the balance of the Hire Fee or the Breakages Deposit by the due date. In these circumstances we will not refund your Deposit.
- 4.8 We accept payment by bank transfer only.
- 4.9 In certain circumstances, if your Booking is cancelled, you may be entitled to a refund. The conditions for refunds are set out in the Booking Request Form.

## **5. Use of the Venue**

- 5.1 The Hire Fee includes the space required and the number of trestle tables and/ or chairs agreed in our Booking Confirmation.
- 5.2 Venue Hire does not include use of the kitchen facilities. You may hire our kitchen facilities for use by a professional catering company who are subject to pre-approval. Alternatively, we can provide a Catering Service. Please enquire for further details.
- 5.3 You may not at any time:
  - a) supply or use any additional equipment such as staging, lighting or similar for your Event or during the Hire Term, without our express written permission, which we may withhold. If we do give permission for the supply and use of such equipment, it will be subject, in particular, to the condition that such equipment does not require any destructive fixing to the structure of the Venue. You are not allowed to use fixings requiring glue, nails, tacks, screws or similar on the structure of the Venue;
  - b) have gas cylinders in the Venue nor any other containers of substances which are noxious, corrosive, toxic, explosive or hazardous without our express written permission.
  - c) bring any electrical equipment to the Venue whether for internal or external use. Unless otherwise agreed in advance, you must provide your own power source for any Event or Hire Term. If you need electricity during the Event or Hire Term (for example, to allow use of a bouncy castle) we will charge you an additional fee;
  - d) allow live animals into the Venue. This prohibition does not include guide dogs for the blind or other therapy dogs which are permitted at all times;
  - e) use candles or other lighted flames inside the Venue without our express written permission, which we may withhold; or
  - f) set off fireworks during the Event or allow fireworks to be brought to the Venue.

- 5.4 Except where it is permitted under the provisions of the Hypnotism Act 1952, you may not permit any hypnosis to take place during the Event.
- 5.5 If any of our property or the Venue is damaged during your Event or Hire Term we will retain an appropriate percentage of your Breakages Deposit to cover the cost of repair or replacement. We will refund any balance of the Breakages Deposit only when the repair or replacement has been made.
- 5.6 For keyholders; please do not share, lend or give your keys to anyone unless this has been pre authorised by the Centre Director in writing.
- 5.7 Keyholders. In the unlikely event you witness a criminal activity, please call the police and the Centre Director immediately. Failure to do so may result in the immediate termination of the contract. You will also be asked to complete the incident report book located in the office

## **6. Health and Safety**

- 6.1 We will show you all fire exits, fire equipment and the defibrillator before your Event starts. All fire exits and access to those exits must remain clear at all times. All signs for fire exits, equipment and the defibrillator must remain as prominent and visible as they are when the Venue is unoccupied. Fire equipment or the defibrillator must not be moved from their present location unless being used for its intended purpose.
- 6.2 Each area of the AHLC premises has a maximum capacity. The number of guests you can have will differ depending on that part of the Venue which you hire which we will discuss with you and confirm through your booking request form. We have the right to inspect the Venue at any time during an Event or the Hire Term and we shall request the removal of any number of persons in excess of the numbers stated above.

## **7. Access to the Venue and Parking**

- 7.1 The Venue has one entry/ exit point at the front gate which must be kept clear at all times.
- 7.2 Access for loading and unloading is permitted only when Venue Personnel are on site, to be agreed in advance when booking.
- 7.3 There is no on-site parking. Parking on the road is very limited so we encourage all users to walk or use public transport to get to the Venue.

## **8. Stewarding**

- 8.1 At the time of making your Booking Request we will discuss if you need stewards for the Event. If you do, we will arrange the appropriate number of stewards and will charge you according to Hire Fees Price List.
- 8.2 All stewards provided will be SIA registered. Stewards will have authority to refuse entry to guests or visitors: (a) when the Venue capacity is reached and/ or (b) if the individual concerned is not in a fit state to enter the Venue.

## **9. Disability Provision**

- 9.1 Wheelchair access is provided at the Venue.
- 9.2 For fire safety reasons wheelchair users may only account for a maximum of two persons. If a greater number of wheelchair users will be attending the Event you must submit a written request for increased capacity to us no later than 14 before the Event Date or the start date of the Hire Term. We will use all reasonable endeavours to satisfy your request.
- 9.3 The Venue is not fitted with an induction loop for hearing aid users.

## **10. Good Order, Noise and Nuisance**

- 10.1 We want you and your guests to enjoy your event. However, the Venue is located in a residential area and so you must keep all guests under a reasonable level of control. This obligation extends to noise levels, general behaviour and sobriety. This obligation also applies to other individuals such as performers that you may hire and that are not under our control or responsibility.
- 10.2 You must tell us on your Booking Request if you require amplified sound for your Event. If you require amplified sound we will hire a sound system and charge you as set out in the Booking Form
- 10.3 For external events noise levels cannot exceed 60 db. For internal events noise levels must not exceed 60db. We reserve the right to turn down sound which exceed these levels. We also reserve the right to turn off the sound system if we have to turn the noise down more than once. We will not refund the cost of the hired sound system in these circumstances.

## **11. Recording and Broadcasting**

- 11.1 You may not record or video for commercial reasons during the Event without our express written consent, which we may withhold.
- 11.2 No broadcasting of any kind may take place during the Event without our express written consent, which we may withhold. This includes, but is not limited to, radio broadcasting, television broadcasting by any means and internet streaming. Textual updates including blogging are not prohibited.

## **12. Films**

- 12.1 You may show films during the Event provided any such shows are given in accordance with the provisions of the Cinemas Act 1985. Under that Act, you must provide at least 7 Business Days' written notice to us of your intention to show a film.
- 12.2 Where a projector is to be used for showing the film a clear area of at least 1 metre must be left around the projector. Only authorised personnel shall be permitted within that perimeter during the opening hours of the Event.

## **13. Marketing**

You must send us any marketing material (whether hard copy electronic) for approval before

distribution.

#### **14. Catering**

14.1 You must tell us at the time of booking how you will cater for your Event. If you want to use a third party catering service, you must give us details of that service at least 21 days before your Event for approval. We reserve the right to inspect any food brought to the Venue and may audit the caterer for food safety and hygiene.

14.2 If you choose to use our Catering Service, this will form a separate contract between us and you. Catering costs are not included in the Hire Fee and are charged separately.

#### **15. Licensing and Alcohol**

We do not provide a licensed bar or associated staff at the Venue.

#### **16. Venue Personnel**

16.1 The Venue Personnel requirements shall be based upon the information provided by you in your Booking Request.

16.2 The cost of the required Venue Personnel (not including stewards (see clause 8)) shall form part of the Hire Fee.

#### **17. Set up and take down following Event**

17.1 The Hire Term agreed with you includes time for set up, take down and clear up for the Event. All visitors, guests, entertainment and stallholders must leave the Venue at the end of the Event. If visitors, guests, entertainment or stallholders leave the Venue after the end time agreed on your booking request form we will charge you a late leavers fee to cover our unforeseen staff costs at the rate of £30 for every 15 mins.

17.2 You must return the Venue to the condition it was in before your Event started. You must ensure that all rubbish is cleared from the Venue and put into the appropriate waste disposal bins.

#### **18. Your Legal Rights and Problems with the Venue Hire**

18.1 We will always provide our services to you with reasonable skill and care, consistent with best practices and standards in the venue hire market, and in accordance with any information provided by us about our services and about us. We always aim to ensure that your experience with us is trouble-free. If, however, there is a problem with any aspect of the Venue Hire, please tell us as soon as is reasonably possible.

18.2 We will use reasonable efforts to remedy any and all problems with the Venue Hire as quickly as is reasonably possible and practical.

18.3 We will not charge you for remedying problems under this Clause 18 where the problems have been caused by us (including our employees, agents and sub-

contractors) or where nobody is at fault. If we determine that the problem has been caused by any action or omission on your part, we may charge you a reasonable sum for any remedial action required.

- 18.4 When purchasing services as a consumer, you have certain legal rights if we fail to carry out our obligations with reasonable skill and care or in accordance with the information we provide. In addition, you have legal rights if we provide goods of any kind as part of the Venue Hire and they are not of satisfactory quality, not fit for purpose, not as described, not in compliance with samples shown, or not in compliance with any other pre-contract information we have provided. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.

## 19. Our Liability and Insurance

- 19.1 We have in place insurance cover for the Venue and all of our other property which is in the Venue permanently. You must have appropriate insurance for your own property.
- 19.2 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence (including that of any of our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 19.3 We are providing Venue Hire for private (i.e. non-commercial) purposes only. We make no warranty or representation that the Venue or the Venue Hire will be fit for commercial, business or industrial purposes of any kind. By making a Booking Request, you agree that you do not have such purposes in mind and will not be using the Venue in such a manner. We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business or fundraising opportunity.
- 19.4 You must conduct an appropriate risk assessment as directed by us and discussed at the time of your Booking Request. You must also hold appropriate public liability insurance for the Event and provide us with written confirmation that you hold such insurance (a) no later than 7 days prior to the Event and (b) on the day of the Event itself. **We reserve the right to cancel your Event on the Event Date if you do not provide us with a valid public liability insurance certificate.** In this case we will not refund any of your Deposit(s), Hire Fee or other charges and bear no liability for any other costs you incur in running your Event.
- 19.5 Nothing in these Terms and Conditions seeks to exclude or limit our liability for failing to perform our obligations with reasonable care and skill or in accordance with information provided by us about the Venue, the Venue Hire, ourselves, or any other aspect of our services, nor for any materials or other goods supplied that do not conform with your legal rights.
- 19.6 Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.



## **20. Events Outside of Our Control (Force Majeure)**

- 20.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.
- 20.2 If any event described under this Clause 20 occurs that is likely to adversely affect our performance of our obligations:
- 20.2.1 we will tell you as soon as is reasonably possible;
- 20.2.2 our obligations will be suspended and any time limits that we are bound by will be extended accordingly (where such extension is reasonably possible);
- 20.2.3 we will tell you when the event outside of our reasonable control is over and provide any new dates, times or availability as necessary;
- 20.2.4 if an event outside of our reasonable control occurs and you wish to cancel the Contract, you may do so in accordance with your rights to cancel under Clause 21. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 Business Days of our acceptance of your cancellation;
- 20.2.5 if an event outside of our reasonable control continues for more than 7 Business Days or is likely to prevent us from making the Venue available and providing the Venue Hire in time for the start date of the Hire Term, we will cancel the Contract in accordance with our rights to do so under Clause 21 and we will tell you about the cancellation. Any refunds due to you as a result of that cancellation will be made as soon as is reasonably possible and in any event within 14 Business Days of our cancellation notice.

## **21. Rescheduling or Cancelling a Booking**

- 21.1 Subject to clause 3, you may reschedule or cancel your Booking for any reason, at any time. Any refunds due, and the conditions attached to those refunds, are set out in the Hire Fees Price List valid at the time of our Booking Confirmation. If you cancel, we will pay any refunds due to you as soon as is reasonably possible, and in any event within 14 Business Days of our written acceptance of your cancellation. We do not store your payment details so these should be emailed to [parties@abbotshallhc.com](mailto:parties@abbotshallhc.com) following your event so that the deposit can be refunded.
- 21.2 If any of the following occur, you may cancel the Contract immediately by giving us written notice. If you have made any payment to us (including but not limited to the Deposit) we will refund that/those sum(s) as soon as is reasonably possible, and in any event, within 14 Business Days of our acceptance of your cancellation:
- 21.2.1 We breach the Contract in any material way and have failed to remedy that breach within 7 Business Days of you asking us to do so (where it is reasonably possible to remedy such breach. If it is not, the material breach will trigger the right to cancel immediately); or

- 21.2.2 We no longer hold the lease for the Venue or we will not hold the lease at the time of the intended Event Date or for the remainder of the Hire Term;
  - 21.2.3 An encumbrancer takes possession of any of our property or assets or a receiver is appointed;
  - 21.2.4 We enter into a voluntary arrangement with our creditors or, we become subject to an administration order (within the meaning of the Insolvency Act 1986);
  - 21.2.5 We have a bankruptcy order made against us or, we go into liquidation (except for the purposes of amalgamation or re-construction in such a way that the resulting organisation effectively agrees to be bound by or assume the obligations imposed on us by the Contract);
  - 21.2.6 We cease, or threaten to cease, to carry on business;
  - 21.2.7 We are unable to carry out our obligations due to an event outside of our reasonable control (as under sub-Clause 21.2.4); or
  - 21.2.8 We change these Terms and Conditions to your material disadvantage.
- 21.3 We may cancel the Venue Hire for any reason, at any time up to 7 Business Days before the Event Date or the start date of the Hire Term. If you have made any payment to us (including, but not limited to the Deposit), that/those sum(s) will be refunded to you subject to the conditions set out in the Hire Fees Price List valid on the date of our Booking Confirmation as soon as is reasonably possible, and in any event, within 14 Business Days of our cancellation notice.
- 21.4 If any of the following occur, we may cancel the Contract immediately by giving you written notice:
- 21.4.1 You do not pay any Deposit, Hire Fee or other charges by the due date . T; or
  - 21.4.2 You have breached the Contract in a material way and have failed to remedy that breach within 7 business days of us asking you to do so in writing; or
  - 21.4.3 We are unable to carry out our obligations due to an event outside of our reasonable control (as under sub-Clause 21.2.5).
- 21.5 If cancellation under sub-Clauses 21.4.1 or 21.4.2 occurs more than 7 Business Days before the start date of the Hire Term, we will refund sums paid as set out in the Hire Fee Price List applicable at the date of your Booking Request.
- 21.6 For the purposes of this Clause 21 (and in particular, sub-Clauses 21.2.1 and 21.4.2) a breach will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under sub-Clause 21.2.1 and us under sub-Clause 21.4.2). In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

## **22. Communication and Contact Details**

- 22.1 If you wish to contact us with general queries, you may do so by telephone at 0208 461 5355 or by email at [parties@abbotshallhc.com](mailto:parties@abbotshallhc.com) .
- 22.2 In certain circumstances, you must contact us in writing. When contacting us in writing you may use the following methods:

22.2.1 Contact us by email at [parties@abbotshallhlc.com](mailto:parties@abbotshallhlc.com) ; or

22.2.2 Contact us by pre-paid post at Abbotshall Road, Catford, London, SE6 1SQ.

## **23. Complaints and Feedback**

23.1 We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.

23.2 All complaints are handled in accordance with our complaints handling policy and procedure, available from the Centre and Partnership Director.

23.3 If you wish to complain about any aspect of your dealings with us, including, but not limited to, these Terms and Conditions, the Contract, or the Venue Hire, please contact us:

23.3.1 in writing, addressed to the Centre and Partnerships Director at Abbotshall Road, Catford, London SE6 1SQ or at [hello@abbotshallhlc.com](mailto:hello@abbotshallhlc.com); or

23.3.2 by telephone on 0208 461 5355.

## **24. How We Use Your Personal Information (Data Protection)**

24.1 All personal information that we may use will be collected, processed, and held in accordance with the provisions of the Data Protection Laws and your rights under those laws.

24.2 For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from the Centre and Partnerships Director.

## **25. Other Important Terms**

25.1 We may transfer (assign) our contractual rights and obligations to a third party (this may happen, for example, if we sell our business). If this occurs you will be informed by us in writing. Your rights will not be affected and our obligations will be transferred to the third party who will remain bound by them.

25.2 You may not transfer (assign) your rights and obligations without our express written consent, such consent not to be unreasonably withheld.

25.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

25.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

- 25.5 No failure or delay by us in exercising any of our rights means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.
- 25.6 In the unlikely event you witness a criminal activity on the premises, either in the field or inside the building, please call the police and the Centre Director immediately. Failure to do so may result in the immediate termination of the contract. You will also be asked to complete the incident report book located in the office.

## **26. Governing Law and Jurisdiction**

- 26.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 26.2 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England.