



## Party booking form

Complete this form and email to [parties@vivacity.org](mailto:parties@vivacity.org) or hand in at your selected venue

### Customer details

First name

Surname

If you are making the booking on behalf of an organisation please also provide the name of the organisation

Address (customer/organisation)

Postcode

Telephone number

Email address

### Party details

Party theme / location

Preferred date of party

Preferred time of party and number of hours required

Name of party boy/girl

Age of party boy/girl

Number of guests

Special requirements

Date completed

Customer signature

### Venue details - Office use only

Agreed date & times

Location contact (name & telephone number)

Hired area and equipment

Party price	Party extras	50% deposit paid	Amount paid	Total (-deposit)	Paid in full	Date paid
		Yes / No				

You can pay by either card, cash or cheque - Please make cheques payable to 'Vivacity Leisure'.

# Birthday Parties Terms and Conditions

Here is the legal stuff you need to know about when making your birthday party booking with a Vivacity Venue.

## 1 Key Terms

'Vivacity' is a trading style of Peterborough Culture, Heritage, Learning and Leisure (PCHLL).

The 'Venue' is the specific facility or any part of it used by you, and includes all fittings, fixtures and moveable property belonging to the Venue; and all Venues are operated by PCHLL.

The 'Booking Manager' is the person assigned to be in charge of the Booking on behalf of the Venue(s).

The 'Event' is the activity detailed within the Booking Form.

The 'Venue Manager' is the PCHLL employee whom is tasked with overseeing the Venues safe and compliant operation on the day of the Event.

'Hirer' means the person over the age of 18 who is signing the Booking Form. Where an organisation is named in the Booking Form, that organisation shall also be considered the Hirer and will be jointly liable with the person who signed the Booking Form. By signing the Booking Form the Hirer confirms they are duly authorised to do so on behalf of the organisation they represent.

'You' means the Hirer.

## 2 Making the booking- what can you expect?

- 2.1 All party applications must be made on an official Booking Form
- 2.2 Booking Forms are available from the Venue or on the website.
- 2.3 The Booking Forms can be processed by the two parties via email or in-person only. Booking Forms cannot be processed over the phone for audit and quality purposes.
- 2.4 Completed Booking Forms are to be submitted direct to the Venue. The application is to be signed by the Hirer. The Hirer accepts that by signing they accept responsibility for the booking as proposed.
- 2.5 Upon receipt of the application the Venue shall have 7 calendar days in which to review and provide feedback to the Hirer.
- 2.6 The Venue is not bound to accept your Event. The Venue may decline to host your Event without cause nor to detail the basis of its decision.
- 2.7 If the Hirer accepts the feedback then they are to confirm to the Venue and re-sign the document to say they agree to the feedback.
- 2.8 If the Hirer does not accept the feedback then they are to confirm back to the Venue as to why the feedback is not accepted.
- 2.9 Either party may decline to progress the Booking Form at any time without Cause prior to Clause 2.7.
- 2.10 Upon joint agreement of the Booking Form, the Venue will raise a request for payment in line with Clause 4.
- 2.11 Once payment has been received, the Venue will confirm the Booking Form as accepted and confirm to the Hirer by email.

## 3 Pre-Event Checklist

- 3.1 Where practicable, around one week prior to the Event the Venue will email the Hirer to provide the following:
  - 3.1.1 Confirmation of the details of the booking such as time, date, location, facilities to be provided by the Venue and number of attendees etc;
  - 3.1.2. The sites fire evacuation and safety information;
  - 3.1.3. Details of whether a routine fire evacuation drill is to take place during the booking;
  - 3.1.4. Details of where the nominated parking area is to be; and,
  - 3.1.5. Details of whom the Venue Manager will be on the day of the event if the Booking Manager will be unavailable.
- 3.2. The Hirer has four calendar days in which to correct or contest any of the points raised in Clause 3.1; after which time it will be considered the Hirer accepts as correct and agreed the items raised in the email.

## 4 Charges/Payments

- 4.1. The Fee is based upon the Schedule of Rates for Birthday Parties. All charges include VAT at the applicable rate [See Appendix 1 below].
- 4.2. The Schedule of Rates will change from time-to-time and without Notice.
- 4.3. The Fee will be calculated by the Venue based upon the information provided to the Venue by the Hirer.
- 4.4. Where the Fee is £50.00 or less, the full Fee is to be paid in full at the time of the booking.
- 4.5. Where the Fee is greater than £50.00; 50% of the fee is to be paid at the time of the booking; with the balance to be paid at least one calendar month in advance of the Event.
- 4.6. If the Event changes such that it falls outside of the information provided to it by the Hirer; you may incur an additional fee to compensate the Venue for the changes. Such additional fees will be in accordance with the Schedule of Rates for Birthday Parties.
- 4.7. Certain types of events will attract the need for an Excess Deposit to be paid. This deposit is in addition to other charges and is held to cover any excess for additional charges. The deposit will be held for one week post the Event. If no deductions to the Excess Deposit are made then 100% of the Excess Deposit will be returned to the account the payment was made from. If deductions to the Excess Deposit are made then these will be itemised and made in accordance with our Schedule of Rates.

## 5 Cancellations

- 5.1. Once a booking has been confirmed, you may cancel with 75% of monies paid refunded if cancellation is provided at least two weeks before the Event. If cancellation is made less than two weeks before the event then no refund of monies received will be made.
- 5.2. The Venue reserves the right to cancel a booking or close or prohibit the use of the Venue at its discretion. All monies paid in respect of a booking cancelled by the Venue will be refunded to you in full. The Venue will not be liable for any other expenditure incurred or loss sustained by the Hirer from such cancellation.

## 6 Booking Times

- 6.1. Where any areas in the Venue have to be specially prepared by the Hirer for a booking, the setting up and breaking down of equipment must be carried out within the hired times and is the responsibility of the Hirer to deliver, unless otherwise confirmed by the Venue Manager.
- 6.2. Where any areas in the Venue have to be specially prepared by the Venue for a booking, the setting up and breaking down of equipment will be carried out within the hired times. The Venue will make the Hirer aware of any additional time needed on the booking to accommodate these tasks at the point before the Booking Form is accepted by the Venue.
- 6.3. The period of hire as set out in the Booking Form is to be adhered to by the Hirer and their guests as further charges will be made by the Venue to the Hirer if the event over runs (see Charges/Payments).

## 7 First Aid

- 7.1. The Venue will provide First Aid to all visitors to its Venue where possible.

## 8 Use of the Venue and Equipment

- 8.1. The Venue may only be used for the purposes specified on the Booking Form and you will be responsible for the proper conduct of attendees to your event. If the Venue is used for other purposes during the event, the Venue may stop the event and close the Venue. In such circumstances, the Venue will not be liable for any cost or damage which you incur due to such termination of the event.
- 8.2. Smoking, naked flame nor the introduction of any form of firearms or weapons are not permitted in the Venue.
- 8.3. Notices, decorations or signs should not be attached to any material or wall of the Venue without the Venue Manager giving prior consent.
- 8.4. Gambling of any kind is strictly prohibited.
- 8.5. You agree to take care of and not cause damage to the Venue, equipment in the Venue and any equipment supplied by the Venue under the booking arrangement.
- 8.6. You agree to ensure that any equipment supplied by the Venue is to be used in a safe manner and is returned to the Venue in sound working order. Any damage to the equipment supplied will result in you being charged a sum of money to cover the cost of repair or replacement as appropriate.
- 8.7. You agree that the use of the Venue for your Event is to be covered by all applicable policies, procedures and standards of the Venue including areas such as Safeguarding, Safety, Compliance with Industry National and Good Practices, and Health. Copies of our documentation are available upon request.

## 9 Indemnity

- 9.1. The use of the Venue or any part of it or any equipment supplied by the Venue is entirely at the risk of the Hirer and, to the fullest extent permitted by law, the Venue will not be liable for any claims, actions, demands, proceedings or costs which may be brought against the Venue arising out of or incidental to the hire of the Venue, facilities and equipment by you.
- 9.2. If the Hirer is an organisation, it will be required to have adequate public liability insurance cover to an agreed value with a company approved by the Venue in place and to provide evidence of that cover to the Venue upon request.
- 9.3. You will indemnify the Venue against all claims, demands, actions or proceedings relating to any default or injury caused by or to any person while in the Venue.
- 9.4. You will be liable for the cost of repair or replacement of any equipment, fixtures and fittings or any part of the Venue building which is caused during the event. The cost of any repair or replacement will be determined by the Venue, whose decision will be final.

## 10 Control

- 10.1. The Hirer is responsible for:
  - 10.1.1. the administration, organisation, control and running of an event;
  - 10.1.2. No event may start until the hirer or their nominated agent (being a responsible person[s]) is in attendance;
  - 10.1.3. the Supervision and control of all visitors, spectators and officials at the event and especially children under 16 years of age;
  - 10.1.4. leaving the Venue, all premises, changing rooms, toilets, showers in a clean and tidy condition to the satisfaction of the Venue Manager; and,
  - 10.1.5. keeping the Venue safe and ensuring decency is maintained.
- 10.2. Any failure to comply with these requirements may result in the Venue Manager exercising discretion to terminate the event. In such circumstances, the Venue will not be liable for any damage or loss caused to you by the termination of the event.

**11 Access**

- 11.1. Officials duly authorised by the Venue shall, at all times, have free access to all parts of the Venue.
- 11.2. Access to all doors, fire doors and passages must not be obstructed.
- 11.3. All vehicles must be parked in the designated car parking area. This will be made known to you at the time of booking. No vehicles shall park around the Venue, all-weather pitches or football pitches. All access to the Venue or surrounding areas shall not be obstructed by any vehicles.
- 11.4. The Venue Manager or other employee of the Venue may refuse a right of entry to the Venue at any time during the hire period.
- 11.5. The hirer may have access to the Venue up to 15 minutes in advance of the hire period to set-up and up to 15 minutes at the end of the hire period to clear away.
- 11.6. The venue is suitable for wheelchair access. If any assistance is required with access to the building and its facilities, please notify the Venue staff in advance where possible.

**12 Property belonging to the Hirer**

- 12.1. The Venue and its employees shall not be responsible to the fullest extent permitted by law for any damage to, or loss of, any property whether belonging to the Hirer or to any other person brought into or left in the Venue, or its grounds for any purpose, nor for any personal injury to the Hirer or any person permitted by him to enter the Venue.
- 12.2. Any property Lost and or Found will be processed in accordance with our Lost and Found Policy.

**13 Liquor and Refreshments**

- 13.1. No alcohol shall be brought into the Venue at any time.
- 13.2. The consumption of food and drinks will only be allowed with the prior agreement of the Venue at the time the Booking Form is accepted by the Venue.
- 13.3. Where permission for the consumption of food and drinks is provided, it shall be limited to the areas designated for this activity and as outlined in the Pre-Event Checklist.

**14 Protected rights**

- 14.1. No work, music or matter in which protected rights exists shall be performed or played in the Venue without the consent of the owner of the copyright or relevant protected rights society and the Hirer shall indemnify the Venue against any claim against it by reason of any infringement of any protected rights found to have taken place in the Venue.
- 14.2. If the hirer wishes to provide background music then they must obtain the appropriate PRS/PPL licence in advance of the Event and provide a copy of this to the Venue before the Event takes place.

**15 Photographs**

- 15.1. No photographic equipment may be brought into the Venue for commercial purpose.

**16 Compliance with rules and regulations**

- 16.1. All persons, clubs and organisations hiring the facilities provided by Vivacity shall comply with:
  - 16.1.1. The Venue's rules and regulations as displayed;
  - 16.1.2. The Company's Safeguarding Policy; and,
  - 16.1.3. The Venue's fire procedures as displayed

**APPENDIX 1 . SCHEDULE OF RATES**

Type of Party	Hire Rate		Details
<b>Bouncy Castle</b> Hampton Leisure Centre PE7 8HG	£165	1 inflatable castle	<b>MAXIMUM NUMBER OF PERSONS REGARDLESS OF NUMBER OF INFLATABLES BOOKED IS 40</b> 1 hour hire in the sports hall plus 45 minutes in the party room. All food items and decorations brought into the venue must be cleared away by the hirer. <u>Football and basketball options are only available in addition to the hire of at least one inflatable.</u>
	£175	2 inflatable castles	
	£185	3 inflatable castles	
	£25	Football with goal	
	£25	Basketball with hoop	
<b>Large Bouncy Castle</b> Bushfield Leisure Centre PE2 5RQ	£195	1 inflatable castle	<b>MAXIMUM NUMBER OF PERSONS REGARDLESS OF NUMBER OF INFLATABLES BOOKED IS 40</b> 1 hour hire in the sports hall plus 45 minutes in the party room. All food items and decorations brought into the venue must be cleared away by the hirer.
	£215	2 inflatable castles	
<b>Roller Skating</b> Werrington Leisure Centre PE4 6JT or Bushfield Leisure Centre PE2 5RQ	£195	2 hours	<b>MAXIMUM NUMBER OF 50 SKATERS</b> 1 hour hire in the sports hall with music plus 1 hour in the party room afterwards. Includes skate hire. All food items and decorations brought into the venue must be cleared away by the hirer.
<b>Mega Party Package!</b> Bushfield Leisure Centre PE2 5RQ	£300	2 inflatable castles plus roller skating	<b>MAXIMUM NUMBER OF 80 PEOPLE</b> (40 ON INFLATABLES AND 40 SKATERS AT ANY TIME) 1 hour 30 minutes hire in the sports hall plus 45 minutes in the party room afterwards. Includes skate hire. All food items and decorations brought into the venue must be cleared away by the hirer. .

I hereby agree to the terms and conditions supplied by Vivacity:

Signature of Hirer

Date

Signature of Duty Manager

Date



Print name

Print name &amp; location



We hope that you and your party enjoy this special day, and if you have any queries please don't hesitate to contact your chosen venue who will be happy to help. At Vivacity we are always looking to improve our services and offerings, so welcome all customer feedback, if you would like to give us your comments please email them to [customercare@vivacity.org](mailto:customercare@vivacity.org)