



Terms and Conditions

Thank you for choosing Open Space Rooms (“Open Space”). Your booking constitutes a formal agreement to hire venue facilities on these terms and conditions. Please note that Open Space’s venues are booked in advance and last minute cancellations do not always allow Open Space the opportunity to re-book venues for replacement clients. These terms and conditions have been designed to clarify the arrangement between us. Your attention is specifically drawn to clause 5 re. Open Space’s cancellations policy. Proceeding with your booking confirms that you accept the terms and conditions. Please understand that if you refuse to accept these terms and conditions, you will not be able to order any facilities from us. If you have any questions, please contact the person handling your booking for any further information.

Information about us at Open Space rooms

www.openspacerooms.co.uk is a site operated by Laser Surveys Limited (we/ us). Open Space Rooms Limited is registered in England and Wales with company number 9360153 and its registered office is at Open Space, Upper Interfields, Malvern, Worcestershire, WR14 1UT.

1. Your booking

When you make a request for a booking by email, phone, contact form or through the website your request constitutes an offer to us to finalise a booking. All such booking requests are subject to acceptance by us, and no Contract will exist unless and until we confirm our acceptance of your request for a booking. Confirmation of a booking will be sent by email (the Reservation Confirmation) and the Contract between us will only be formed at this time.

As of January 2018 all bookings require payment in advance of the booking. If payment is not received by the date of the booking Open Space reserves the right to refuse the booking. Failure to finalise payment for the booking may result in the space being released. For online bookings your booking is confirmed once you have completed the online booking process, provided that there are no outstanding overdue debts or other queries over your credit status. You represent and warrant that the information you have provided online re your booking is correct.

For credit/debit card bookings your booking is confirmed once you have completed the online or phone booking process, paid by credit/debit card and cleared funds on your credit/debit card have been credited to Open Space’s account. In the event that the funds do not clear Open Space rooms may not honour your booking. Open Space reserves the right to charge you for any charges incurred during your event/booking which have not been pre-paid for. You represent and warrant that the information you have provided re your booking is correct and accurate.

2. Costs calculated on delegate numbers

Your costs will be calculated either on (i) the number of delegates booked or (ii) the number who attend, whichever is the higher. To enable Open Space to prepare properly for your event, please

send Open Space the final numbers you expect no later than 5 working days prior to the date of hire of the space unless otherwise agreed.

3. Costs calculated on Day Rates

Your costs will be calculated either on hourly, half day and full day room hire -whichever Open Space Rooms deems most appropriate. For bookings based on room hire refreshments and catering charges will be included per delegate if requested/booked. Delegate numbers for refreshments/ catering may increase or decrease between the booking and the event date. No refund will be given for a reduction in numbers and any additional delegates or visitors will be charged. To enable Open Space to prepare properly for your event, please send Open Space the final numbers you expect no later than 5 working days prior to the date of hire of the space unless otherwise agreed.

4. 1 HOUR FREE ROOM HIRE VOUCHERS

Vouchers and offers are for new customers only. The voucher can be used on its own or as part of a larger booking for meetings in OS1 or OS2. For bookings requiring OS3 it can only be used as part of a larger booking. Only 1 voucher per person/ company. No cash alternative.

5. Cancellations or amendments

Whilst Open Space appreciate that numbers can vary, unless Open Space receives written notice of any reduction or increase in numbers no later than 5 working days prior to your hire of the space, Open Space shall assume that the number stated in the booking contract is correct and shall tailor Open Space's preparations accordingly. If you need to cancel the event or decrease the number of delegates due to attend, cancellation fees will be charged. If the number of attendees is reduced no reduction in charges can be applied. Additional attendees will always be charged.

Cancellations and changes must be confirmed in writing. The notice period becomes effective on receipt of that confirmation. Costs for cancellations or reductions in booked delegate numbers are calculated as shown below including room hire and catering (as applicable). Should there be an increase/decrease in the booked number of delegates, scheduled visitors or guests on the day(s) of your hire as set out in paragraph 2, you shall be fully liable for any extra charge(s) incurred by Open Space. Deposits paid are non-refundable regardless of when cancellation takes place. Non-refundable deposits will be counted towards any cancellation charges incurred (if relevant).

Open Space's cancellations charges for all events are as follows:

Notice period before first day of hire:	% of value of total booking
Outside of 4 weeks	50%
Within 4 weeks	100%

6. Training/event rooms and facilities.

Delegate numbers will be taken into consideration when allocating your room. Open Space reserves the right to change allocated rooms and advertised facilities and the information quoted in marketing materials may be subject to change at any time. No liability is accepted for any errors or omissions in marketing materials. We reserve the right to change your assigned room for one of equal suitability

prior to the commencement of the meeting. We will endeavour to advise you in advance of any such change.

7. Damage

You are responsible for the space allocated to you during your event. Any damage to your allocated rooms or their contents (or any other part of Open Space) incurred as a result of your or your invitees' (or representatives of either) acts omissions or negligence will result in a charge based on the reasonable costs of repair.

8. Client Property

Whilst reasonable efforts are made to ensure Open Space premises are safe and secure, Open Space does not accept any liability for any theft, loss or damage to clients' and visitors' property.

9. Catering

Should you wish us to arrange for the provision of catering for your meeting/event we normally require a minimum of 24 hours prior notice. Payment by credit / debit card will be required when ordering, whether it is at the time of online booking or separately. The catering menu is subject to seasonal change, however we will endeavour to keep our catering options up to date on our website. We work with local suppliers and so we have a wide variety of other catering options available which may not on our website. Please contact our staff for information. All selections are subject to availability. For special dietary requirements, you must contact info@openspacerooms.co.uk.

10. Allergens and dietary requirements

We serve most of the allergens listed below in at least one product on our Catering menus, so there may be a risk of cross contamination. Customers with special dietary needs should state their requirements at the time of booking to allow Open Space time to take all reasonable precautions to avoid cross contamination and to if necessary order additional catering options.

The allergy information is accurate on the day it is consulted, but may change at any future time. Customers must check the Menu Food Specifications sheet (available from the Open Space Staff) before each order, just in case any of the ingredients have changed.

Each menu item has a list of ingredients. This is the fullest information we have from our suppliers, and is consistent with UK labelling laws. Please be aware that certain ingredients, especially those with small quantities in the recipe, do not have to be fully broken down (e.g. "spices").

Other information:

The staff on duty will be best placed to answer any questions about our kitchen practices to allow customers with special dietary need to make an informed choice about eating the catering provided.

The Menu Food Specifications sheets, available from the Open Space Staff, also offers more detailed dietary information for the following requirements:

- Nuts & derivatives

- Peanuts & derivatives
- Fish & derivatives
- Egg & derivatives
- Crustaceans
- Molluscs
- Milk & derivatives
- Soya & derivatives
- Celery
- Mustard
- Lupin
- Sesame seeds
- Gluten
- Sulphur dioxide (> 10 mg/kg)
- Monosodium glutamate
- Irradiated foodstuff
- GM matter

We understand that no matter how comprehensive the data, we cannot answer every question you may have about our food. If you have any specific questions, please contact Sarah on 01886 886100 or sarah.stewart@openspacerooms.co.uk.

11. Externally Purchased Food and Beverages

Externally purchased food may not be brought on to the premises for consumption. Other than that supplied by Open Space. Wines, spirits or other beverages are not permitted on to the premises without Open Space's prior written consent, where a "corkage" charge will be made.

12. Hot Desking and Mail handling memberships

Hot desking and virtual office memberships (Mail Handling and mail handling and telephone) are monthly subscriptions and require 30 days' notice minimum upon cancellation. Where hot desking is on a daily ad hoc subscription the customer (you) will pay by card, cheque or BACs as agreed with Open Space Rooms on the day or within 30 days as per the room booking procedure above.

For all membership options payment must be upfront before the start of the term. If the contract is on a monthly payment plan payment must be made before the 1st of the month to ensure continuation of service. Cancellation within the term will not be refunded.

For the virtual office services the minimum term is 3 months any cancellation within this time will not be refunded. Customers must give 30 days' notice of cancellation to cancel any of these services. We reserve the right to discontinue any services, this applies to all facilities, hot-desking and Virtual office services. At least 1 month notice will be given in this event.

Open Space reserves the right to cancel hot desking and virtual office agreements in the event that the payment is not made.

Any additional charges for excessive or unreasonable use of the rooms or services (such as telephone calls, the phone charging points, photocopying etc) incurred during or in connection with your membership must be paid for by credit or debit card prior to departure.

All local and national phone calls are free of charge. All international, 08 numbers and mobile calls will be chargeable at standard BT rate – payment by credit / debit card will be required after your meeting. All charges to be paid under the Contract are exclusive of VAT which will, where relevant, be charged to you at the then current rate. You can review the charges for any excessive or unreasonable use of office or other services upon request.

13. Competitions and Prize draws

For all competitions and Prize draws the winner will be notified via email on the same day as the competition closes. If no competition closing date is identified on the email or flyer the competition/prize draw ends 3 months after start date. One entry per person. Entrants must be living in the UK. Signing up for competitions/prize draws does not guarantee winning. Vouchers cannot be exchanged for cash. Competition winners will be selected at random.

14. Methods of Payment – Online Bookings paid by Credit/Debit Card

Online and telephone bookings may be paid by the following credit or debit cards - Mastercard, Visa, Visa Debit, Solo or American Express. Bookings made online paid by credit or debit card are based on the number booked and no monies are refundable. There is no surcharge for payment made by credit or debit card with online bookings. Open Space has the right to charge your card for any extras such as food, beverages or facilities incurred at your event at Open Space standard venue rates and any additional delegates that attend your event beyond the number booked at the agreed price per delegate. The price is exclusive of any applicable value added tax ("VAT") or other taxes or duties payable by you. VAT shall be charged on all bookings at 20%.

15. Methods of Payment – Bookings via Credit Account

Credit account payments may be made by cash, cheque, credit card, debit card, CHAPS or BACS transfer. Payment is required within 30 days of the date of the invoice unless otherwise agreed by Open Space in writing. If payment is made by cheque, please ensure the cheque is made payable to "Open Space Rooms Ltd". Open Space will consider payment to have been made once the cheque has cleared. Please note we no longer accept cheques for payments of less than £200. Open Space reserves the right to charge your account for any extras such as food, beverages or facilities incurred at your event at Open Space's standard venue rates and any additional delegates that attend your event beyond the number booked at the agreed price per delegate. The price is exclusive of any applicable value added tax ("VAT") or other taxes or duties payable by you. VAT shall be charged on all bookings. Please note that Open Space reserves the right to seek a non-refundable deposit(s) at any time. The purpose of the non-refundable deposit is to secure the space for your event, irrespective of whether you have been granted a credit account. All deposits paid are non-refundable. Where a deposit invoice has been raised but remains unpaid, the space for your event is not reserved.

As such Open Space resell your space until the deposit is paid to secure the space for your event. An invoice for any balance not covered by your deposit(s) will be raised after the last day of the event.

16. Late payment

In the event of late payment Open Space may claim statutory compensation and charge interest on a daily basis from the date payment was due in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. For the avoidance of doubt, Open Space also reserves the right to cancel any future bookings made by you (irrespective of whether you have paid any applicable deposit(s)) if any payment is overdue.

17. Termination

In the event that you materially breach these terms and conditions (and fail to remedy the breach within 5 working days after written notice from Open Space) or become bankrupt, cease to trade, have your shares or assets taken over by a Company whose financial standing is unacceptable to Open Space, have an administrator appointed or make any voluntary arrangement with your creditors, Open Space shall be entitled to terminate this contract immediately by giving notice in writing. The termination of these terms and conditions shall not prejudice any claim which Open Space may have against you in respect of any previous breach of any provision in these terms and conditions nor shall it prejudice the continuance in force of any provision in these terms and conditions which is (expressly or by implication) intended to come into or continue in force on or after such termination. On termination, you shall, within 5 working days, pay Open Space all sums due and payable under these terms and conditions together with any accrued interest (if applicable).

Open Space reserves the right at their sole discretion to refuse to accept any request for a booking or to cancel a booking due to circumstances beyond our reasonable control. In such circumstances, we will advise you by email as soon as reasonably possible and refund any sum paid by you in full.

18. Rights and Responsibilities of the Parties

You acknowledge and agree that:

- You are legally capable of entering into a booking with us.
- You will be liable for any damage to any of our property which is caused by your guests.
- Your guests must not use the room in any way which results in annoyance or disturbance to us or any third parties.
- Your guests must adhere to the Laser Surveys Internet Acceptable Use Policy 2015
- Your guests must observe and adhere to any rules and regulations made by us in respect of the use of the room including without limitation any health and safety requirements relating to the premises in which the room is situated.
- Your guests will vacate the room at the agreed time, otherwise you will be subject to reasonable additional charges which must be paid for prior to departure.
- We do not accept responsibility for any personal effects or other belongings which your guests bring onto or leave on our premises unless due to our negligence.

- You shall not be entitled to use the address of our building in which the room is located as your registered office address or as your postal address on your headed notepaper or in and communications or publication you produce or circulate.

We agree that we will take reasonable efforts to provide the room and related facilities in good working order and properly equipped. We shall not be liable for any claim, loss or damage sustained by you as a result of us failing to provide the room(s) and/or any related services by reason of any events beyond our reasonable control. To the maximum extent permitted under law, we shall not be liable for any loss of profits, loss of or damage to reputation or goodwill, loss of opportunity, loss of revenue or indirect or special loss or damage suffered by you, or any failure of data security or computer systems arising from your use of our facilities.

We shall be entitled to eject any guest or stop the meeting without notice if any behaviour or content is in our opinion likely to lead to damage, nuisance or a breach of any law. In this event, you will be asked to leave without course to recompense. To the maximum extent permitted under law, our maximum liability to you in respect of any booking shall be the amount paid in respect of such booking. By entering your details into our site you are giving permission for us to contact you via email and telephone.

19. General

- Use of any personal data provided to us shall be governed by our Privacy Policy.
- The Contract is personal to you and is not assignable by you.
- The Contract does not create any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to it and no party who is not a party to the Contract may enforce any of its terms.
- The Contract contains the entire understanding between you and us and supersedes all previous agreements. Each of us confirms that it has not been induced to enter into the Contract in reliance on any representation or warranty except those contained or referred to in the Contract providing that nothing in the Contract shall be deemed to exclude either party's liability for fraudulent misrepresentation.

The Contract shall be governed by English Law and you submit to the exclusive jurisdiction of the English courts.

Laser Surveys Limited

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