

## DEFINITION

**'Access Times'** the access times to the Venue as set out in the Confirmation of Booking.

**'Additional Services'** means the additional facilities services indicated in the Confirmation of Booking which may include, Catering and any other facilities or services provided by Us or our contractors.

**'Booking'** means the booking of the Venue and any Additional Services for the Hire Period made under the Contract.

**'Booking Form'** means the booking form detailing the Hire Period, Purpose of Event, Additional Services, Number of Delegates and parts of the Premises which You have booked, agreed by both parties and signed by You.

**'Catering'** means any catering, food, drinks, or bar services provided by Us (or our contractor) at the Venue.

**'Catering Fee'** means the fee for food, drinks, and/or catering services provided by Us (or our contractor) at the Venue.

**'Competent Authority'** means any statutory undertaker or any statutory public local or other authority or regulatory body or any court of law or government department or any of them or any of their duly authorised officers.

**'Confirmation of Booking'** means email confirmation of the Booking by Us of the booking contained in the Booking Form.

**'Coronavirus/COVID-19'** means the disease known as coronavirus disease (COVID-19) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2).

**'Delegates'** means Your employees, officers, guests, contractors, suppliers, and all persons attending the Event during the Hire Period (but not including any of our employees or our direct contractors).

**'Event'** means the event or other use in respect of which the Booking is made, the details of which are set out in the Confirmation of Booking.

**'Fees'** means the fees indicated in the Confirmation of Booking, which comprise the Venue Hire Fee (and Catering Fee where applicable).

**'Hire Period'** means the period of hire (and access times) as indicated in the Confirmation of Booking.

**'Licence'** means the agreement between Us and You comprising the Confirmation of Booking and these terms and conditions.

**'Numbers of Delegates'** means the number of Delegates indicated in the Confirmation of Booking.

**'Premises'** means the building of which the Venue forms part of.

**'Purpose'** means the purpose for which You are booking the Venue, as indicated on the Confirmation of Booking.

**'Necessary Consent'** means all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any Competent Authority for the Purpose.

**'Venue'** means the venue (or such parts of it specified in the Confirmation of Booking), including washroom, outside areas, necessary access routes, communal areas, applicable accommodation, and any other facilities, at such Premises to which You or the Delegates may access under the Licence.

**'Venue Hire Fee'** means the fee for the hire of the Venue for the Event excluding any Catering Fees as set out in the Confirmation of Booking.

**'We', 'Us', 'Our' 'Licensor'** means the University of West London Commercial Limited as indicated in the Confirmation of Booking.

**'You', 'Your' and 'Licensee'**, means the body (or individual if nobody is indicated) indicated in the Confirmation of Booking.

## 1. LICENCE

- 1.1 Subject to the Licence, (including any regulations We make regarding the use of the Venue) and payment of Fees:
- a) We grant You the right to occupy, the Venue and use it only for the purposes of the Event for duration of the Hire Period (during the Access Times);
  - b) We agree to use reasonable endeavours to provide You with any Additional Services indicated in the Confirmation of Booking;
  - c) We reserve the right to enter (and allow our staff to enter) any part of the Venue at any time during the Hire Period. You shall not enter any part of any of our premises which is not specified in the Confirmation of Booking (other than communal areas or otherwise strictly necessary for entry or exit into the Premises); and
  - d) the licence to occupy is personal to You and is not assignable and the rights given in clause 1 may only be exercised by You and Your employees.

## 2. BOOKING DETAILS

- 2.1 Your booking details are set out in the Booking Form. You will be sent the Booking Form for You to confirm the booking details are correct and for Your signature.
- 2.2 Your Booking Form constitutes an offer by You to hire the Venue in accordance with these Terms and Conditions.
- 2.3 Receipt of Your Booking Form does not bind Us to accept Your booking. Your Booking Form shall only be deemed accepted when We acknowledge receipt of Your signed booking form in a Confirmation of Booking. All bookings are provisional until You receive a Confirmation of Booking from Us.
- 2.4 A contract is created when You receive a Confirmation of Booking from Us and You shall be liable to pay the Fees.
- 2.5 We reserve the right to cancel, release and resell Your provisional Booking if We do not receive the signed Booking Form within **five (5) working days** from the date We send it to You within this period.
- 2.6 If You wish to make any changes to the booking details, You must make a request to Us in writing or by email. You acknowledge that We have the right to reject, or to reasonably increase the Fees as a result of, such requests.
- 2.7 If We agree the changes to the booking details with You, We will issue an updated Confirmation of Booking to You. You acknowledge that once We send the updated Confirmation of Booking to You, this (and the booking details and Fees therein) supersedes all early Confirmation of Booking forms (whether or not You sign it).
- 2.8 You must notify Us in writing of any final booking details (including timings and any special requests, and other details which have not been completed in the Confirmation of Booking), and final numbers for catering services, at least **seven (7) days** prior to the beginning of the Hire Period.

## 3. PAYMENT

- 3.1 You must pay the Fees in the amounts and on the dates specified on the Confirmation of Booking, whether or not We issue an invoice. If We do not receive the Fees by these dates, We reserve the right to cancel Your Booking and terminate this Licence immediately on notice to You.
- 3.2 Payment must be made in pounds sterling (GBP). We reserve the right to pass any bank charges resulting from exchange of foreign currency payments to You.
- 3.3 Unless otherwise stated, the Fees exclude value added tax, which You agree to pay at the prevailing rate where applicable.
- 3.4 Without prejudice to our right to cancel the Booking and terminate the Licence, in the event of payment not being received by the date indicated in the Confirmation of Booking, We will be entitled to charge You compound interest on any outstanding Fees at 1.25% per month as at the date when payment became due, for each month or part of month that the Fees remain unpaid.

#### 4. COVID-19 & CANCELLATION

4.1 Both parties acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with any official guidance from UK Government. The parties agree to communicate without delay any issues they may have in performing their obligations under this Licence. We acknowledge that COVID-19 may require Us to take one or more of the following measures for the safety of our staff and the safety of Delegates attending the Event to which this booking relates:

- a) Impose maximum Delegate numbers at the Event;
- b) limit food or drink availability;
- c) impose specific requirements regarding personal protective equipment such as the wearing of **face coverings**;
- d) limit any planned entertainment for your Event;
- e) designate alternative entrance and exit routes; and/or
- f) any other measures as reasonably required to ensure compliance with Government guidance. In some circumstances We might consider revising Your booking Fee.

#### 4.2 Venue Closure

If We are obliged due to specific Government restrictions, to close our Venue, We may offer You an alternative date for the Event but if that cannot be agreed the Booking will be deemed cancelled and You will receive refund of **90% of your booking fees**.

#### 4.3 Government Restrictions

Where the Venue remains open and You wish to post-pone or cancel Your Booking due to restrictions imposed by the Government impacting your Event, such as travel restrictions, We will offer You an alternative date for the Event. If an alternative booking date cannot be agreed, We will cancel the booking and You will receive a refund of 50% of the booking Fee.

#### 4.4 Other related Covid-19 causes

If You are unable to provide the agreed Delegate numbers due to other Covid-19 related reasons other than as a result of Government restrictions, (such as infections), We will offer you one of the following:

- a) An alternative booking date;
- b) Proceed with Your Booking, You will receive a 10% reduction in the Venue Hire Fee; or
- c) Cancellation and a refund of 25% of the booking Fee.

Where You elect option **(b)** to proceed with the Booking and Your Booking includes catering services, subject to You providing Us with a minimum of 24 hours' notice prior to the Event date, We will reduce the catering numbers accordingly, without penalty. The Catering Fees will be recalculated on the revised Delegate numbers.

4.5 Cancellations must be made in writing (email) to [venues@uwl.ac.uk](mailto:venues@uwl.ac.uk).

#### 5. CANCELLATION (OTHER THAN COVID-19)

##### 5.1 Cancellation by You

All cancellations must be made in writing (email) to [venues@uwl.ac.uk](mailto:venues@uwl.ac.uk)

The following Cancellation charges shall apply if You cancel the Booking:

##### **Cancellation 31 days or More Notice**

- a) If You give notice to cancel 31 days or more prior to the start date of the Hire Period You shall be liable to pay 30% of the Fee on the Booking Form.
- b) Where full payment of Fees has been made by You, We will refund You the Fee minus 30% of the Fee.

##### **Cancellation 30 days or Less Notice**

- a) If You give notice to cancel 30 days or less prior to the start date of the Hire Period You shall be liable to pay 90% of the Fee on the Booking Form.
- b) Where full payment of Fees has been made by You, We will refund You the Fee minus 90% of the Fee.

## 5.2 Amendments or Cancellation by Us

- a) Should We for reasons beyond our control (or for any other reason) need to cancel or make any amendments to Your Booking, We shall use reasonable endeavours to offer an alternative choice of venue or facilities which will be of an equal or higher standard to those set out in the Booking. If You reasonably believe that the standard of the venue or facilities We offer is below that of the Venue, You shall notify Us in writing, setting out Your reasons, and We shall (acting reasonably) refund such proportion of any pre-paid Fees as We believe are reasonable to reflect any difference in standard of the venue or facilities.
- b) We may cancel the Booking at any time during or before the Hire Period, or refuse entry to or require You or any of Your Delegates to immediately leave the Venue during the Hire Period, if:
  - (i) You are the subject of any situation of insolvency or equivalent situation including but not limited to: (A) where the Licensee is a company, the passing of a resolution/court order that the Licensee should be wound up or an administrator appointed or the Licensee makes an arrangement with its creditors or a receiver, manager or administrator on behalf of a creditor is appointed or circumstances arise which would entitle the court or a creditor to take such action; or (B) where the Licensee is an individual or partnership, the Licensee (or any part of it) becomes bankrupt or has a receiving order made against it or enters into or purports to enter into any arrangements with or for the benefit of its creditors;
  - (ii) We receive information that the Event or any of Your (or Your Delegates') actions or inactions might, in our opinion, prejudice our reputation (or the reputation of the Venue) or expose Us or our officers or staff to legal action, and/or We believe there is a threat to the safety of persons or property at the Venue;
  - (iii) You are in arrears of previous payments due to Us;
  - (iv) You intend to use the Venue for any Purpose other than that specified in the Confirmation of Booking;
  - (v) the Event may lead to a breach of the peace, or acts of violence may occur or damage may be caused to the Venue or its contents;
  - (vi) the nature of the Event or of any item in its programme is such as to render it undesirable that it should take place at the Venue;
  - (vii) We become aware of any alteration in Your financial situation;
  - (viii) if any Delegate refuses to, or appears to be unable to, alter any aspect of behaviour that causes a nuisance or unreasonable disruption or is otherwise unacceptable to Us; or
  - (ix) You fail to comply with these terms and conditions.

## 5.3 Upon cancellation:

- a) Where cancellation occurs during the Event, You shall immediately vacate the Venue and ensure that Your Delegates or any other person Using the Venue leave the Venue immediately;
- b) We may keep all sums paid by You, and You must immediately pay the balance of any amounts due under the Licence as if it had not been terminated, and You will in addition be liable for all or any unrecoverable losses, or costs incurred by Us, or for which We may become liable in connection with the Booking or the cancellation of the Licence; and
- c) You shall have no claims against Us for any costs, expenses, loss, liability, or damage You may sustain or have sustained or incurred in consequence of such cancellation by Us.

## 6. YOUR OBLIGATIONS

### 6.1 Use of Premises

You will (and will ensure that Delegates will):

- a) only use the Venue for the permitted Event and no other purpose;
- b) not allow any other person (except persons authorised by Us) to use, occupy or share the Venue or any part of it;
- c) not enter into any other of our Premises (except to the extent necessary to access the Venue and communal

areas) nor into any parts of the Venue which are not specified in the Confirmation of Booking;

- d)** ensure the number of Delegates does not exceed the capacity of the Venue;
- e)** maintain the Venue in a clean, tidy and safe condition during the Hire Period;
- f)** not cause any damage to the Venue and communal areas, any part of it or its contents and You will report any damage caused to Us as soon as possible;
- g)** not fix items to the walls, floors or ceilings without our prior written consent, and shall not alter, move, tamper or interfere with, any contents, fixtures, fittings, facilities or utilities, including (without limitation) electrical power, heating, lighting, gas, water, telephones, or electrical or other equipment or materials at the Venue without our prior written consent;
- h)** conduct, promote and manage the Event in a reputable, lawful and orderly manner, having due regard to the Venue and its surroundings and our integrity and reputation;
- i)** shall not use the Venue in such a manner as to be a nuisance or annoyance to the occupiers of the adjoining or neighbouring premises.;
- j)** provide Us promptly on request with an accurate and up- to-date agenda, production schedule, and/or other schedule for the Event;
- k)** report lost or stolen keys or electronic passes to Us immediately and will pay Us on demand the reasonable charge We levy for replacement keys/entry cards;
- l)** report any accident or near miss occurring on the Premises to Us as soon as reasonably possible;
- m)** comply with all emergency and evacuation procedures in place in respect of the Premises including without limitation complying with all practices which may occur during the Hire Period; and
- n)** permit our representatives and staff to have access at all times to the Venue during the Hire Period, and You will (and procure that the Delegates will) comply with all of our, and our representatives' reasonable instructions.

## **6.2 Delegates**

- a)** You shall be responsible for the acts and omissions of the Delegates.
- b)** You shall provide a full and complete list of the names of all Delegates to Us prior to the start of each Date of Hire. Any additions to this list cannot be made once the Date of Hire has commenced without our consent.
- c)** We reserve the right to carry out any background checks on You or Your Delegates in the run up to an Event.
- d)** We also reserve the right to refuse permission to, or evict any person from the Venue at any time.
- e)** You shall ensure that a suitably authorised and responsible representative or group leader is present and available throughout the Hire Period, and who shall be responsible for supervision and charge of Delegates and in particular shall be responsible for: (i) ensuring the Event runs smoothly; and (ii) liaising with Us during the Event.

## **6.3 Compliance**

- a)** You shall ensure that You and all Delegates comply with all applicable laws, regulations and permissions, including but not limited to all health and safety laws, and all safety policies provided by Us to You;
- b)** You shall not cause a nuisance or unreasonable disruption to Us, our employees or to any third party at or in the vicinity of the Venue or elsewhere at our premises;
- c)** You shall be responsible for obtaining such licences as may be needed for the purpose of hiring the premises. You must inform Us of all licences that are applied for and provide Us with copies of those licences; and
- d)** You shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority and emergency services, (Local Authority, the Local Magistrates Court particularly in connection with any event which includes public dancing or music or other similar public entertainment).

## **6.4 Children**

- a) If any children under 18 will, or may be an Delegate, You must ensure that You declare so in the Booking Form.
- b) You are required to sign Our Child Safeguarding form acknowledging that You have read, understood and will adhere to its terms and conditions.
- c) You are responsible for all persons under the age of 18 entering the Premises in relation to Your booking. You must ensure they are supervised by a responsible adult at all times.
- d) We reserve the right to refuse access to the Venue to any children We believe are unsuitably supervised until such time as You make proper supervision available.
- e) You shall ensure that all supervisors have undergone appropriate checks and clearance procedures (including DBS checks where appropriate).
- f) You must ensure that adequate measures are put in place in relation to the health and safety of children in Your care.
- g) You will be responsible for ensuring that all children in Your care are escorted off the Premises in the event of a fire evacuation.

## 6.5 Restrictions

You will:

- a) not bring alcoholic drinks into any part of the Premises;
- b) not smoke in the Premises except in designated areas;
- c) not allow animals or pets of any kind, except guide dogs, into the Venue;
- d) not bring, or allow any Delegates to bring, any drugs (except for medical purposes) into the Premises;
- e) not display or use any of Our logos or branding, to any part of the Venue or Premises without our written consent;
- f) not play 'loud' type of music through any amplification system larger than a portable domestic use CD player on the Venue and/or Premises;
- g) not carry out activities involving danger to the public;
- h) not bring any dangerous combustible explosive or illegal substances or any items prohibited by Our Premises licence into the Premises or use candles oil burners or heaters in the Venue and/or Premises; and
- i) not take photographs or make video recordings without agreement in advance from Us in writing.

## 6.6 Vacating the Venue

- a) You shall leave the Venue no later than at the end of the Access Time on each day of hire and shall ensure that the Venue and surrounding areas are left in a clean and tidy condition, properly locked and secured unless otherwise directed and any contents temporarily removed from their usual positions properly replaced, otherwise We may make an additional charge.
- b) Should You overrun and leave after the end of the Access Time on a day of hire, You will be subject to an overrun fee of 150% of the hourly Fee plus VAT per Venue hired, per hour or part hour during which You overrun.
- c) You shall be responsible for removing any excess refuse generated by it from the Venue.
- d) You acknowledge that We shall be entitled to destroy or dispose of any items left behind within 7 days of the end of the Hire Period in the event that they are not collected.

## 7 HEALTH AND SAFETY

- 7.1 You shall (and ensure that the Delegates shall) comply in all respects with all health and safety laws and all health and safety policies and safety systems notified to You. You shall be solely responsible for ensuring that all of Your, and Your Delegates', activities, practices, and equipment at the Event are safe and do not cause injury to any person or damage to any property.
- 7.2 You shall ensure that all Your Delegates at the Venue shall be permitted appropriate breaks.
- 7.3 **Risk Assessment** - If We request a risk assessment in relation to the Event or Your activities (including any setup and rigging or de-rigging activity) equipment, or materials which are, or will be, brought into the Venue, You shall promptly

(and in any event at least seven (7) days prior to the event) provide such risk assessment to Us. You shall comply with all our directions and our responsibilities contained in any risk assessment documents We provide to You.

**7.4 Fire Evacuation** -You shall comply with (and ensure the Delegates comply with) any evacuation procedure documents or guidance provided to You and shall ensure that all Delegates are informed of the evacuation procedure, the location of escape routes, fire extinguishers and exit doors.

**7.5 Fire Safety** - All equipment and materials brought into the Venue by You or Your Delegates must meet recognised safety standards and possess all relevant fire-retardant properties.

## **8. EQUIPMENT**

**8.1** You must inform Us in writing prior to Hire Date of any large, heavy, technical, specialist or unusual equipment You (and Your Delegates) intend to bring into the Premises. You shall provide Us with a plan of how such equipment will be delivered, installed and used. You shall comply with that plan and all of our representatives' directions in respect of such equipment, and shall provide a list of all such equipment to Us promptly on our request.

**8.2** All equipment brought into the Premises must:

- a) be thoroughly checked to ensure it is intact and fit for purposes before being brought onto the Premises;
- b) have a valid Portable Appliance Testing (PAT) certificate which is dated less than a year before the End date and any equipment which does not have such a certificate may not be used in the Premises

**8.3** You will not use Our equipment without our prior written consent.

## **9. FORCE MAJEURE**

**9.1** We shall not be liable for any loss or damage caused by, suffered or incurred by You or the Delegates as a result of events beyond our control, which includes (without limitation) the breakdown of machinery, failure of supply of electricity or other utilities, leakage of water, fire, flood, explosion, strike or labour dispute, external road or building works, act of terrorism or any circumstance outside of our control which may cause the Event or Booking to be interrupted or cancelled.

**9.2** If, due to an event beyond its control, We are (in our reasonable opinion) unable wholly or substantially to provide the Venue or otherwise perform our obligations to You, We will promptly notify You accordingly and will either:

- a) Use reasonable endeavours to offer You an alternative venue, or, failing which; We will refund Your Fee in full.
- b) Except for Your payment obligations, You shall not be liable to Us for any failure or delay in performing Your obligations under the Licence, if such failure is the result of events beyond Your reasonable control, provided that:
  - (i) where any amounts have been pre-paid by You, We reserve the right to deduct any reasonable costs arising from any cancellation pursuant to this clause 9; and
  - (ii) in the event that no amounts have been pre-paid in respect of a Booking cancelled pursuant to this clause, then We reserve the right to invoice in respect of unavoidable and/or committed costs incurred in servicing the Booking.

## **10. PARKING**

**10.1** There are no car parking facilities available at the Premises. You, and Your Delegates will need to make separate arrangements.

## **11. INSURANCE**

**11.1** You shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by You as a result of Your use of the Venue or breach of this Licence, to be maintained for the duration of the Licence and for a minimum of 6 (six) years following the

expiration or earlier termination of this Licence. Such policies shall include cover for Public Liability for an amount not less than £5 million, death or personal injury, loss of or damage to property or any other loss.

- 11.2 You shall give Us, copies of all insurance policies or a broker's verification of insurance to demonstrate that the appropriate cover is in place, upon request together with receipts or other evidence of payment of the latest premiums due under those policies.
- 11.3 The terms of insurance or the amount of cover shall not relieve You of any liabilities under the Licence agreement.

## 12. NO WARRANTIES FOR USE OR CONDITION

- 12.1 We give no warranty that the Premises/Venue possesses the Necessary Consents for the Purpose.
- 12.2 We give no warranty that the Premises/Venue is physically fit for the purposes specified in clause 1.
- 12.3 You acknowledge that You do not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of Us before the date of this licence as to any of the matters mentioned in clause 12.1 and 12.2.
- 12.4 Nothing in this clause shall limit or exclude any liability for fraud.

## 13. LIABILITY

- 13.1 Without prejudice to Our other rights and remedies, where You or Your Delegates have caused damage to or the soiling of, or any alteration to, the Venue/Premise or third party property or contents thereof (each a "Deficiency"), You will make good, or pay the full actual, reasonable cost of making good, such Deficiency to our reasonable satisfaction within fourteen (14) days of the end of the Hire Period (or such other time as We may agree in writing).
- 13.2 Neither party limits its liability to the other for death or personal injury arising from its negligence or for fraudulent misrepresentation. Subject to this, the full extent of the parties' liability is set out in the remainder of clause 13.
- 13.3 Our total liability to You whether in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses arising under or in connection with this Licence shall not exceed the total Fees.
- 13.4 We shall not be liable to You whether in contract, tort, negligence, breach of statutory duty or otherwise for:
  - a) any indirect or consequential losses, or damage, costs or expenses;
  - b) any loss of profit, revenue, use, anticipated savings, goodwill, business, reputation or opportunity, financial or other economic income, in each case whether direct or indirect, whatsoever or however arising out of or in connection with this Licence.
- 13.5 We shall not be liable for damage or loss to Your or Your Delegates' equipment, vehicles and/or any belongings or that of anyone connected with You.
- 13.6 You indemnify Us and keep Us indemnified in full against all liabilities, costs (including legal costs), expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit and loss of reputation) suffered or incurred by Us arising out of or in connection with (and whether as a result of negligence or otherwise):
  - a) any loss or damage to our property or a third party's property or to the Venue or its contents caused by You or the Delegates (including but not limited to repair or cleaning);
  - b) damage caused by You or the Delegates which prevents the Venue, or any part of it, or any of its contents being Used; and
  - c) any breach of clause 6 obligation clause.

## 14. RESERVATION AND RIGHTS

- 14.1 We reserve the right to remove a child or children from the Premises if in considered in our opinion:
  - a) the health and safety of the child or children is at risk;
  - b) the child or children are presenting a health and safety risk to others or;
  - c) the work of staff or students is being disrupted or inconvenienced.



- 14.2** We reserve the right by giving You not less than one Week's prior notice to cancel the use of the Venue on any particular hire day in the event of the Venue or Premises being required for use as a Polling Station for a Parliamentary or Local Government election or By-Election or for any other purposes which, in our reasonable opinion have priority over the purpose of hire and in that event We will refund any monies received in advance for the period of hire. In the event of the Venue or premises or any part thereof being rendered unfit for the use for which it has been hired We shall not be liable to You for any resulting damage or loss whatsoever.
- 14.3** We reserve the right to carry out building works on the Premises. If in the event building works are carried out during the Hire Period which significantly impacts on the Venue hire, We will refund You a reasonable proportion of the Fees to be determined in Our reasonable opinion.
- 14.4** We reserve the right to terminate the Licence on 24 hours' notice (or immediately in case of emergency caused by breach) given by Us at any time following any breach by You of Your obligations under this Licence and following such termination You shall not be entitled to any refund of the Licence fee or any part thereof.
- 14.5** The Licence is granted on the undertaking by You that You shall not use the Premises as a platform to promote and/or incite, violence or endanger the liberty of members of the public on grounds of their age, colour, creed, disability, ethnic or national origin, family responsibilities, gender, marital status, political beliefs, race, religion and belief, sex (including sexuality and sexual orientation), socio-economic background, or any other discrimination. We reserve the right to terminate the Licence immediately if You are found to be in breach of this clause.
- 14.6** We reserve the right to refuse admittance to You if We believe Your intended Use would bring our reputation into disrepute.

## **15. DATA PROTECTION**

- 15.1** Our Data Protection Policy and Privacy Notice is available at our website. These set out how We retain and use Your (and Your Delegates') personal data that You provide Us in respect of Your Booking.

## **16. USE OF RECORDED OR LIVE MUSIC**

- 16.1** We are a Performance Rights Society ('PRS') licensed venue supplier. If your Event involves the public use or performance of music-related material (excluding worship music) you may be required to pay a PRS charge.
- 16.2** As the licensee We are obliged to comply with PRS legislation, which means that the performance or Your use of PRS controlled music must be authorised by Us and all royalties charged via Us in accordance with PRS rules and policies. Please contact our sales executive for further details of the charges likely to be incurred based on the requirements of your Event. All charges incur value added tax.
- 16.3** We are obliged to disclose details of all music-related public events that take place on our Premises. All charges levied by us in this respect are passed entirely to the PRS. (This does not apply to "Grand Rights" – see below clause).
- 16.4** You may only use recorded or live music, or music-related material, if you have;
- a) indicated so in the Booking Form,
  - b) provided Us with a completed PRS Music List Questionnaire (supplied by Us) detailing a full list of all the music material You will use including the artist and song titles of recorded or live music played during the Hire Period (excluding worship music); and
  - c) paid in full the charges, fees or penalties paid by us to PRS in respect of your Event.
- 16.5** In order for the appropriate charge to be calculated We will need to disclose certain information to the PRS. For the majority of events the royalty is calculated on numbers attending. Please note that all charges incur VAT. In the event that You wish to make the payments directly to PRS, a copy of Your document detailing the rights obtained to perform the work must be submitted to Us. This will then be disclosed to PRS and no further charge will be incurred.
- 16.6** For the avoidance of doubt, for the performance of complete dramatico - musical works (which are licensed by the individual copyright owner and not controlled by PRS) You are responsible for obtaining the appropriate license giving permission for public performance ('Grand Rights').
- 16.7** A copy of your document detailing the rights obtained to perform the work must be submitted to us. This will then be disclosed to PRS and no further charge will be issued.

**17. GENERAL**

- 17.1** Your Licence will terminate on the last day of the Hire Period (subject to earlier termination or cancellation), provided that any provisions which expressly or by implication continue or come into force after termination (and any accrued rights, remedies and obligations (including payment obligations), limitations and/or exclusions of liability) shall continue in full force and effect.
- 17.2** Each party acknowledges and agrees that no proprietary rights are conferred by the Licence.
- 17.3** All conditions and warranties, whether express or implied by statute, common law, trade practice or otherwise, shall be interpreted subject to the Licence and insofar as they are inconsistent with the Licence shall be excluded to the maximum extent permitted by law. Each provision of the Licence excluding or limiting liability shall be interpreted separately but if any provision in the Licence is declared by a judicial or other competent authority to be illegal, void, voidable or otherwise unenforceable then that provision shall be limited or excised to the minimum extent so that the Licence shall otherwise remain in full force and effect.
- 17.4 Waiver.** No failure or delay by Us in exercising any right, power or privilege under the Licence shall operate as a waiver thereof.
- 17.5 Assignment and subcontracting.** The Licence is personal to You and may not be assigned. We may however subcontract the delivery of the Additional Services.
- 17.6 Entire Agreement.** The Licence constitutes the entire agreement and understanding of the parties and supersedes any, and all previous representations, arrangements, understandings and/or agreements (whether written or oral) made by Us relating to the subject matter of the Licence. You acknowledge and agree that You have previously inspected the Venue and that, in entering into the Licence, You have not relied on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of Licensor or any person (whether a party to the Licence or not) other than as expressly set out in the Licence. You further acknowledge and agree that the only remedy available to You under or in respect of the Licence shall be for breach of Licence under the terms of the Licence
- 17.7 Third Party Rights.** No third party has a right to enforce a provision of the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999
- 17.8 Notices.** Notices must be given by hand, email or sent by first class post to the addresses specified in the Confirmation of Booking.
- 17.9** An obligation by You not to do any act, matter or thing includes the obligation not to cause or permit the doing of any act, matter or thing.
- 17.10 Governing Law and jurisdiction.** The Licence shall be governed by and construed in accordance with English Law and We and You irrevocably submit to the exclusive jurisdiction of the English court.

**Venue Hire Terms and Conditions**