

## Agreed terms

### 1. Interpretation

1.1 In this Contract, the following words and expressions shall have the followings:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges:** the charges payable by the Customer for the hire of the Venue and the supply of the Services, as set out in the Hire Details.

**Contract:** the contract between the Customer and the Council for the hire of the Venue and supply of the Services in accordance with the Hire Details, and these Venue Hire Conditions and any Schedules or documents referred to therein.

**Full amount:** full amount to secure the booking, as stated in the Hire Details. This sum is non-refundable.

**Event:** the event or function for which the Customer is hiring the Venue, as specified in the Hire Details.

**Hire Period:** the period of time agreed for the hire of the Venue as described in the Hire Details, to include any period of time to set up and clear the Venue.

**Users:** The customer's employees, attendees, participants, contractors or suppliers.

**Venue:** the property, or area or rooms within the property, to be hired by the Customer, as specified in the Hire Details.

1.2 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislative or legislative provision.

1.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.4 A reference to **writing** or **written** includes email.

### 2. Confirmation of hire

2.1 Venue bookings shall be held provisionally for for a limited period of time as advised by the Council depending on the date of enquiry. After this time, the Council reserves the right to release the provisional booking without notice to the Customer.

- 2.2 To secure the booking within the period specified at 2.1, the Customer must pay the full amount and complete a signed and dated booking form.
- 2.3 All bookings must be paid in full after 5 Business Days from the date of confirmation of the booking by the Council, along with any security deposit (if required).
- 2.4 All events must be presented to, and signed off by the Safety Advisory Group.
- 2.5 The Contract shall come into effect on the date that the requirements under 2.2 and 2.3 and 2.4 have been satisfied and the monies been paid to the Council in cleared funds by the Customer. Until that time, bookings for hire will be treated as provisional and may result in cancellation at the Council's discretion.

### **3. Licence and use of Venue**

- 3.1 Subject to clause 8, the Council grants the Customer a right for the Hire Period to enter and use the Venue for the Event in accordance with the terms and conditions. The Customer acknowledges that:
  - (a) the Customer shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the Council and Customer by this agreement; and
  - (b) the Council retains control, possession and management of the Venue and the Customer has no right to exclude the Council from the Venue. The Council reserves the right to enter the Venue at all times during the Hire Period, including to supply the Services.
- 3.2 The Customer agrees and undertakes:
  - (a) not to use the Venue other than for the Event;
  - (b) not to do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Council or to any other customers of the Council, local residents or any owner or occupier of neighbouring properties;
  - (c) to comply (and ensure that its staff and agents comply) with these terms and conditions and any instructions or notices from the Council, and use reasonable efforts to ensure that any guests or other persons present at the Event so comply;
  - (d) to permit the Council if needed to search all containers, bags, boxes and equipment coming into or leaving the Venue, including those brought onto the Venue by guests during the Hire Period;

- (e) not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;
- (f) not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;
- (g) not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue;
- (h) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without the prior written consent of the Supplier such consent not to be unreasonably withheld;
- (i) not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the Council;
- (j) to use any equipment provided by the Council, as specified in the Hire Details, for its proper purpose and in accordance with any instructions provided by the Council regarding its use;
- (k) to leave the Venue in a clean and tidy condition and to remove the Customer's decorations, displays, food and rubbish and any other Customer equipment from the Venue at the end of the Hire Period;
- (l) to ensure that all guests leave the Venue by the time specified by the Council;
- (m) not to bring or permit to be brought any animal onto the Venue without the prior written consent of the Council, with the exception of assistance dogs within the meaning of the Equality Act 2010;
- (n) to ensure Users of the Event abide by the Council's standard and rules in their use of the Council's Venue and facilities. The Customer is responsible for any damage caused to the Venue and facilities by their Users.
- (o) to ensure that suitably qualified persons appropriate to the activity shall be in attendance at all times. Copies of qualifications must be shared with Brentwood Borough Council at the point of booking.

3.3 The Customer shall ensure that the guests behave in a responsible and safe manner at the Event, and the Council reserves the right to remove or request that the Customer remove guests that do not do so from the Event and the Venue.

3.4 Any additional cleaning, waste removal, repair or necessary replacement undertaken by the Council to return the Venue or facilities back to the condition in which they were provided shall be charged back to the Customer and payable within 14 days. The Council reserves the right to make deductions from deposits to cover such costs. Where a debt collection agency is used to recover monies owed to the Council, the Customer will be charged for the agent's fees.

- 3.5 Setting up and taking down of any decoration or equipment will be undertaken during your Hire Period. The Customer shall be liable for any additional expenses incurred if the Event overruns.
- 3.6 The Customer shall report to the Council immediately or in the case of an emergency as soon as practically possible any accident, injury or damage.
- 3.7 The Customer is responsible for ensuring that the Council has the relevant information for the booking on time. Any information not given in advance of the booking may result in cancellation at the manager's discretion.
- 3.8 If applicable and unless otherwise agreed, the Customer must provide adequate staff for issuing and receiving tickets at the Event entrance.
- 3.9 Any left items and articles found by the Council after the Hire Period, including those in the lockers or cubicles will be removed and kept for one month, after which they will be disposed of.
- 3.10 The Council reserves the right to amend and review prices with a minimum of 30 days' notice.

#### **4. Deliveries and collections**

- 5.1 Should the Customer wish to have any equipment or goods delivered to the Venue in relation to the Event, this must be prearranged with the Council. In which instance unloading, installing and storing of goods responsibility remains entirely with the Customer, including liability for loss, damage and theft.
- 5.2 All goods must be stored in accordance with the instructions and in the location specified by the Council.

#### **5. Guest numbers and dietary information**

- 5.1 The Hire Details indicate the guaranteed minimum number of guests attending the Event, including the Customer staff.
- 5.2 The Customer shall confirm the final catering numbers at least 5 Business Days before the Event. Charges for the Services will be calculated on the final catering number or the number actually attending, whichever is the greater. Where the final catering numbers are less than the guaranteed minimum number of guests specified in the Hire Details, the Customer shall pay the Charges based on the guaranteed minimum number.

## **6. Charges and payment**

- 6.1 The Customer shall pay the Charges in accordance with this clause 6.
- 6.2 All amounts payable by the Customer exclude amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Council at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 6.3 If the Customer fails to make any payment due to the Council by the due date for payment, then, without limiting the Council's remedies under clause 8, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 6.4 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **7. Liability**

- 7.1 The Customer or any User is responsible for making its own arrangements for insurance. It is recommended that the Customer obtains insurance cover in respect of all risks which may be incurred by the Customer, arising out of the Event.
- 7.2 Nothing in the terms or provisions limit liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence; and
  - (b) fraud or fraudulent misrepresentation.
- 7.3 Subject to clause 7.2, the Council shall not be liable for:
- (a) the death of, or injury to, the Customer or that of the Customer's employees, contractors or any other guests or invitees to the Venue; or
  - (b) damage, loss or theft of any property of the Customer or that of the Customer's Users of the Venue.
- 7.4 Subject to clause 7.2 and clause 7.3 clause 7.4(a) excludes specified types of loss.
- (a) The following types of loss are excluded:
    - (i) loss of profits;

- (ii) loss of sales or business;
- (iii) loss of agreements or contracts;
- (iv) loss of anticipated savings;
- (v) loss of use or corruption of software, data or information;
- (vi) loss of or damage to goodwill; and
- (vii) indirect or consequential loss.

**8. Cancellation**

**8.1** The Council may cancel the Contract with immediate effect by giving the Customer notice in writing if:

- (a) the Customer fails to pay any amount due on the due date for payment;
- (b) the Customer commits a breach of the terms and conditions and fails to remedy the breach within the timescale reasonably required by the Council;
- (c) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy;
- (e) the Customer is unable to perform its obligations in connection with the Contract pursuant to clause 11.1.

**8.2** If the Event is cancelled under clause 8.1(a) to (d) Charges will be forfeited and the Customer shall be liable for any costs, expenses and losses incurred by the Council.

**8.3** The Customer may cancel the Contract by giving 90 days' notice in advance in writing to the Council.

**8.4** The cancellation fee shall be:

<b>Cancellation before the date of the Event</b>	<b>Cancellation fee</b>
More than 90 days before the date of the Event	No charges apply
Less than 90 days but more than 71	25% of the balance

days before the date of the Event.	
Less than 70 days but more than 51 days before the date of the Event	50% of the balance
Less than 50 days but more than 31 day before the date of the Event	75% of the balance
Less than 30 days before the date of the Event	100% of the balance

8.5 On completion or cancellation of the Contract for whatever reason:

- (a) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and
- (b) completion or cancellation of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of completion or cancellation.

## 9. Data protection

9.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679) (UK GDPR), and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

9.2 The Customer is responsible for arranging and obtaining written permission from those wishing to take photographs and videos at event.

9.3 The Council is a data controller under the Data Protection Act. The Council will use the information provided to process the booking; for the purposes of contacting customers with information in relation to events; and to conduct analysis for the purposes of providing future events. The Council may get information about its customers from others and / or give information to others as the law permits:

- Check accuracy of information
- Prevent or detect crime

- Protect public funds

- 9.4 The Council may check information it receives about its customers with what is already on its records, including information provided with others such as government departments and agencies. The Council will not give information about its customers to anyone outside the organisation unless the law permits it to do so.
- 9.5 Filming, photography and sound recording may take place at events. Admission to the Venue signifies consent to them being used in perpetuity and in all media without any rights to payment.
- 9.6 The Customer acknowledges that events may be recorded on CCTV and such recording may be available to police, the owner of the facilities or any other relevant party.
- 9.7 The privacy policy and privacy notice published on the Council's website details its use of the personal information it collates.

## **10. Health and safety**

- 10.1 The Customer is responsible for providing evidence of their insurance cover (covering £5,000,000 for public events) with a reputable insurer and risk assessment(s) – including COVID-19 control measures - together with that of any exhibitor, contractor, supplier, performer or caterer whom they have instructed / authorised to appear / attend the event. For clarity, this is not a limit on liability, only an indication of the minimum insurance level required.
- 10.2 All documentation must be provided at least 14 days before the event. Failure to comply may result in cancellation with no refund at the manager's discretion.
- 10.3 The Customer is responsible for implementing a track and trace system at the event. Records must be held for 21 days.
- 10.4 No equipment - including harmful / flammable substances - shall be brought onto site without prior permission of the Council. Any electrical equipment brought on to the site must be PAT tested in advance to ensure that it is electrically safe. All electrical certifications and COSHH sheets will need to be supplied prior to permission being given.
- 10.5 Set up plans and method statements must be provided when setting up equipment on site. No structural or other alterations shall be made to the fabric of the building or any furniture fixture or fittings without written permission from the Council.



- 10.6 Fire exits must not be obstructed and not used as a method of entry. For events attracting large spectator numbers, the maximum numbers permitted will be set by the Council in accordance with the site Fire Risk Assessment and Operating Procedures.
- 10.7 If the fire alarm sounds at the Venue the Customer must ensure its Users immediately leave the Venue by the nearest available exit, meet at the designated meeting point and comply with directions from the Council.
- 10.8 No gas canisters or open flame are permitted on site.
- 10.9 Young people under eight years old must be supervised by a parent or adult over the age of 18 at all times. Children under eight may change in the changing room of their accompanying parent or adult, whether male or female. Under 16s are not allowed into the facility after 20:00 unless accompanied by an adult or taking part in an activity.
- 10.10 Please note the Council may ask the Customer to provide first aid cover, dependant on the type of event and potential numbers of spectators and participants.
- 10.11 All hirers will receive a copy of the Venue's normal operating procedures, emergency action plan and told about any other relevant information, including the maximum number of people allowed to use the part of the facility being hired.

## **11. General**

- 11.1 Force majeure.** Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.