

# Burton Ritz Terms & Conditions of Hire

## 1. DEFINITIONS

“The Venue” refers to space hired for your event.

“The Site” refers to any part of the site owned or occupied by the company which form part of The Hire Contract; “The Hirer” refers to the person, business, committee or organisation making the booking; “Venue Management” refers to authorised representatives acting for or on behalf of The Site.

“Contract” refers to the final agreed written quotation also referring to estimate prepared by the company setting out a summary of the commercial terms on which The company agrees to provide certain Services to The Hirer, which includes these Terms and Conditions;

“The Hire Period” refers to the period of time during which The Company agrees to hire the Space to The Hirer;

“Additional Services” refers to the provision of services by the company to The Hirer in addition to the Venue, such as staffing, technicians, catering, equipment rental or similar services, which form part of the Hire Contract;

“Event Hire Procedures” A summary of general event procedures for contractors, caterers and Hirer.

“Hire Fee” refers to the sum of money owed to The Company by The Hirer in respect of the provision of Venue(s) and Additional Services as specified in the Hire Contract;

## 2. APPLICATION FOR HIRE

2.1. All applications for hire must be made via the Venue Management stating type of event, number of guests, dates and Hire Period.

2.2. Upon receipt of a booking enquiry, the Venue Management shall provide The Hirer with a written quotation for the total venue hire, estimated staffing and service charges applicable for the date(s) required, based on The Hirer’s event requirements.

2.3. The Venue will not be held provisionally following the issue of a written estimate unless The Hirer makes the required payment by the expiry date stated on the Hirers Contract.

2.4. All bookings will be treated as provisional until the Hirer makes payment and signs or accepts the Estimate/ Contract by email.

## 3. DEPOSITS AND PAYMENTS

3.1. The Hirer shall pay The Venue Management the Hire Fee in respect of the Venue and the Additional Services as specified in the Hire Contract. Deposits will be due as per the schedule below:

3.1.1. At the time of booking: Unless an instalment plan has been agreed on the contract 50% of the total Hire Fee for the provision of Venue and the Additional Services as outlined in the Hire Contract is payable to confirm the booking.

3.1.2. Eight weeks prior to the event: Unless an instalment plan has been agreed the remaining balance less the deposit already retained by the company.

3.2. Late payments will incur an administration fee of £50.00. The Venue Management reserves the right to cancel any booking if payments are not made within the agreed payment schedule dates in full cleared funds. The Venue Management will retain all of any deposit paid as a contribution towards losses incurred as a result of such cancellation.

3.2. If the Hire is cancelled by the Venue Management due to payment default the Hirer will liable for the full invoice payable within 30 days.

3.3. After the event: Additional charges incurred by The Hirer shall be invoiced immediately after the conclusion of the Hire Period payable within 30 days.

3.4. The Hirer shall not be permitted access to The Site until all payments due are received in cleared funds.

3.5. The Venue Management reserves the right to appoint a collection agent to recover outstanding invoices. The collection agent may add their own costs which will be added on to the Hirer’s final invoice.

## 4. CANCELLATION

4.1 In the event of a cancellation by the Hirer which must be provided in writing, The Hirer will forfeit all deposits in all circumstances.

4.2. The Venue Management will retain or charge The Hirer the following amounts in the event of cancellation by The Hirer:

4.2.1. More than 6 months from the Hire date 50% of total Hire Fee for the provision of Venues(s) and Services outlined in the Hire Contract / Estimate.

4.2.2. Within 6 Months of the Hire date 100% of the total as stated on the Contract (including all fees for Additional Services booked) as quoted in the Contract.

4.3. Any cancellation charges detailed above will be invoiced to The Hirer payable within 30 days. The Hirer is advised to seek cancellation insurance from a third party. 4.4. If, due to an event beyond its control, the Venue Management is (in its opinion) unable to provide The Hirer with a safe and/or fully functioning venue, the Venue Management will promptly notify The Hirer accordingly and will refund any payments paid. 4.5. The Company shall not be liable for any other expenditure incurred, or loss sustained, directly or indirectly by The Hirer as a result of cancellation by either The Company or by The Hirer.

## 5. VENUE STAFF

5.1. The Hirer may provide their own staff or volunteers to assist at an event/performance, but these staff must be in addition to the minimum number of venue staff provided by the Venue Management. Any staff provided by The Hirer can be present in public areas, but will not be permitted to access or work in restricted areas of the venue or be deployed in safety critical roles.

5.2. The Venue Management will not provide chaperones or any other direct supervision of participants, performers or children.

5.3. Depending on the nature of the event, SIA licensed security staff may be required to ensure the safety of guests and to comply with relevant legislation. The Venue Management will advise The Hirer of this requirement at the time of booking or during the event planning with estimated costs which shall form part of the Hire Contract. SIA Security charges will be payable by the Hirer 8 weeks prior to the Hire period.

5.4. The Venue Management shall provide a final breakdown of the staffing hours after the event, if necessary, The Hirer shall be invoiced/credited based on the actual hours worked by all staff/overrun penalties, which may be more or less than the Hire Fee outlined in the Hire Contract.

## 6. VENUE EQUIPMENT AND VENUE SETUP CONFIGURATION

6.1. All chairs, tables, kitchen appliances are offered as part of the hire of the venue. In the event where equipment fails to function the venue will make every effort to provide a replacement or repair. The Venue Management does not guarantee that all equipment will be functional at all times.

6.2. Furniture will be set by The Venue staff. At the end of the event all furniture and surfaces should be cleared of all food and drink to ensure the Venue staff can pack furniture away by the end of the Hire Period.

## 7. HEALTH & SAFETY / HYGIENE AND INSURANCE

7.1. The Hirer must take all reasonable care for their own Health and Safety, and for the Health and Safety of others who may be affected by their actions, omissions or the use of equipment. Hirers and any persons / contractors working on their behalf must comply with all relevant Health and Safety policies and approved safe systems of work issued by the Venue Management.

7.2. The Hirer and ALL external contractors appointed by them who wish to work on The Premises must provide appropriate documents in relation to their event / activity / service / performance. This must be presented to the Venue Management **at least 10 days before the event**. If the required documents are not provided in time, The Hirer and/or their appointed contractor(s) will not be permitted to undertake the proposed work/service on The Premises.

7.3. The Hirer shall be briefed about fire evacuation and fire exits. The Hirer will familiarise themselves with these procedures and ensure any persons or contractors appointed or supervised by The Hirer are informed of the evacuation procedure, the location of escape routes, fire extinguishers and exit doors.

8.5. All electrical equipment brought into the venue must be PAT tested. The Venue Management reserves the right to disconnect and/or remove electrical equipment from The Premises which does not display evidence of a PAT test within the previous 12 months.

7.4. All temporary scenery, drapes or other scenic materials used on-stage or within The Premises must meet recognised safety standards and possess all relevant fire retardant properties. It is not permitted to attach anything to walls or ceilings without written consent from the Venue Management.

7.5. The use of haze, smoke, pyrotechnics or other similar special effects must be discussed with the Venue Management at **least 21 days in advance of the event** so that suitable risk management procedures can be in place and the appropriate local authority or fire authority permissions can be sought. No such effects shall be used without written permission from the Venue Management.

7.6. Any contractor or persons not directly employed by The Venue Management working in the venue and/or operating technical equipment must possess their own public liability insurance (minimum level of £5m). Proof of cover for all external persons/contractors must be produced **at least 10 days before the event**, in conjunction with their risk assessment/method statement as outline in

7.7. If the required proof of cover is not provided in time The Hirer and/or their appointed contractor(s) will not be permitted to work on The Premises

## 8. CATERING / BAR

- 8.1. The Venue Bar must be operated by an appropriate adult nominated by the Hirer for private events where alcohol is consumed but not sold.
- 8.2 The Hirer shall not sell alcohol without prior written consent from The Venue Management. This includes Alcohol in exchange of tickets, coupons or similar.
- 8.3. External catering providers must comply with all Health and Safety requirements listed in section 7 *Health & Safety* of these Terms and Conditions, including (but not limited to) possession of Public Liability Insurance (minimum of £5m),
- 8.4. The style of food service, the positioning of serving stations and the preparation/storage of food and beverages must be agreed with the Venue Management at least 10 days before the commencement of The Hire Period. The Venue Management reserves right to restrict or stop any catering service if it does not adhere to what was agreed in advance of the event.
- 8.5. The Venue Management may restrict the use of glassware/china depending on the nature of the event/performance.
- 8.6. Any external caterer appointed by The Hirer must leave the venue kitchen and areas where food and drink was consumed in the same condition in which it is found, all waste removed and floors/surfaces cleaned. The Venue Management may charge The Hirer for the cost of removing food/excessive quantities of waste, cleaning of floors/carpets/furniture or re-arrangement of furniture resulting from the service of food/beverages by an external caterer. Please refer to Hire procedures document issued with your contract.

## 9. OVERRUNNING OF SHOW/EVENT/PERFORMANCE

- 9.1. The Venue Management has an Event wind down procedure; the agreed time on your contract which states Event ends means when all performance and music must stop. The Contract also states the time The Venue Closes which means the time all guests, caterers and contractors must be leave the premises. All Venue Staff and SIA Security Guards are booked based on the event running times provided by The Hirer. If the event or performance does not conclude which includes on-time, overrun penalties will be payable by The Hirer as follows:
- 9.1.1. Up to 10 minutes overrun: No additional charge (at the discretion of The Venue Management)
- 9.1.2. After the first 10 Minutes the full hour penalty will be payable at the of £300.00 plus staff costs at overtime rate and any equipment hire where appropriate.
- 9.1.3. 60 minutes or more: Not permitted – event will be curtailed, the Hirer will be charged for staffing and cleaning costs at overtime rate.
- 9.1.4. Overruns shall only be granted at the discretion of the Duty Manager following discussion with a representative of The Hirer. The Duty Manager reserves the right to refuse any overrun of more than 10 minutes if staffing levels cannot be maintained to operate the venue safely.
- 9.1.5. Overruns which exceed the published hours of operation outlined on the *Premises Licence* will not be permitted under any circumstances. The Venue Management shall possess the authority to curtail any event or performance in order to adhere to the published hours of operation.
- 9.1.6. The Premises must be fully vacated by The Hirer, their staff and any external contractors appointed by The Hirer before the stated end time of the Hire Period. If The Premises are not fully vacated at the stated end time of The Hire Period, The Hirer shall immediately be liable for additional hire charges for all Venue hire costs stated in section 9.1.2 until The Premises is vacated.
- 9.1.7. It is the responsibility of The Hirer to make known their departure from The Premises to the Duty Manager to ensure this time is recorded and agreed. If The Hirer does not make their departure time known before leaving The Premises, The Hirer agrees that the times recorded by the Duty Manager shall be used for the calculation of any additional venue hire charges, staff charges or overrun penalties.
- 9.1.8 It is the Hirers responsibility to familiarise themselves with the event procedures which clearly sets out their responsibilities. The Duty Manager does not have the authority to check The Venue and provide assurances of refund for The Hirers Damage and Security deposit. The Venue is checked by Building Services team once all guests and contractors have vacated The Venue.

## 10. INDEMNITY AND DAMAGES

- 10.1 The Hirer shall indemnify The Venue against all liabilities, costs, expenses, damages and losses suffered or incurred by The Venue Management arising out of or in connection with:
- 10.1.1. The Hirer's breach or negligent performance or non-performance of its obligations under The Hire Contract, including these Terms and Conditions.
- 10.1.2. Any claim made against The Venue Management for actual or alleged infringements of Intellectual Property Rights or Copyright Laws arising out of or in connection with The Hirer's event.
- 10.1.3. Any claim made against The Venue Management by a third party arising out of or in connection with the supply of goods and/or services by The Hirer (or any employee, agent or sub-contractor of The Hirer) to any person at the event.
- 10.1.4. any claim made against The Venue Management by a third party for death, personal injury or damage to property arising out of or in connection with the Hirer's event, to the extent that the same is attributable to the acts or omissions of the Hirer, its employees, agents or subcontractors.
- 10.2. The Hirer is responsible for any damage done to The Premises, including (but not limited to) damage to technical equipment, furniture, fixings, floors, walls, windows and doors during The Hire Period caused by the actions or omission of

The Hirer its employees, agents or subcontractors. The Hirer shall be fully liable for the cost of making good all damage to The Premises together with a daily fee of 150% of the Hire Fee for The Venue and or Equipment which are out-of-use whilst any repairs or reinstatements takes place.

10.3 The Hirer shall be responsible for the security of possessions and equipment belonging to its employees, agents or subcontractors.

#### 11. RIGHTS OF THE VENUE MANAGEMENT

12.1. The Venue Management reserves the right to:

12.2.1. Prevent access or remove from The Premises any person or persons acting in a way which in opinion of The Venue Management may cause a breach of the peace, cause harm to others or cause damage to The Site.

12.2.2. Prevent access or remove from The Premises any person who in the opinion of The Venue Management, or appointed security staff, unreasonably refuses to permit himself and his possessions to be searched upon entering The Premises or poses an actual or potential security risk.

12.2.3. Suspend or control any situation, activity or event to such extent as The Venue Management may consider necessary, where in the opinion of The Venue Management The Hirer is in material breach of The Hire Contract and/or these Terms and Conditions.

12.2.4. Remove from The Premises and to dispose of any waste, equipment, goods and other materials brought onto The Premises by any person regardless of their nature, state or condition if they have not been removed at the end of The Hire Period.

12.2.4. Cancel an event on the day where in the opinion of The Venue Management or Authorities the type event differs from the one stated on the contract. (eg: Not declaring ticketed or promoted event).

12.4.5 Curtail an event where the guest numbers have exceeded. The Hirer agrees to fully cooperate with The Venue Management.

#### 12. DAMAGE & SECURITY DEPOSIT

12.1. A Damage & Security Deposit will be included in the final contract to cover costs if the Terms and conditions are breached in anyway

12.2. The Hirer agrees to pay all costs including damages of the Site if they exceed the amount held by the Venue Management as the Damage & Security Deposit. The Venue Management will invoice the Hirer payable within 30 days.

12.3. The Hirer, Guests or suppliers on behalf of the Hirer's breach or negligence of the contract, Hire Procedures including these Terms and Conditions will result in the Venue Management retaining the full Damage & Security Deposit which is non-negotiable.

#### 13. CHANGE TO TERMS AND CONDITIONS

13.1. The Venue Management reserve the right to change these terms and conditions at any time, and the Hirer agrees to abide by the most recent version of this Terms of Use Agreement. The Venue Management will notify the Hirer of any changes immediately.

#### 14. DECLARATION

14.1. The Hirer warrants that there are no material facts or circumstances in relation to their event, or in relation to any similar event staged by the Hirer, which have not been fully disclosed in writing to The Venue Management which, if disclosed, might reasonably have been expected to affect the decision of The Venue to enter into this Agreement.

**I have read and accept the above Terms and Conditions of hire in respect of:**

<b>Date(s) of Hire Period:</b>	<b>Name of Event/Function/Booking:</b>
<b>Print Name:</b>	<b>Signed:</b>
<b>Position and Organisation:</b>	<b>Date:</b>