

TERMS AND CONDITIONS

Commercial Terms Summary

- 1) Hire Fees: payable in full on the date of this Agreement (see Clause 3) on the charging basis stated on the front page; no booking is confirmed until payment is received.
- 2) Cleaning and Damage Deposit (refundable): payable on or before the date of this Agreement and refundable within 7 days after the last Session, less rectification costs; £30 where the Hirer's declared total attendance for the Session(s) is fewer than 50 persons and £100 where the Hirer's declared total attendance for the Session(s) is 50 persons or more (see Clause 7).
- 3) Overstay: remaining on site more than 15 minutes beyond the booking period may trigger an additional booking fee for every hour or part thereof (see Schedule B).
- 4) Cancellation: if the Hirer cancels (other than where expressly permitted), Hire Fees are not refundable, subject to the Owner's re-booking off-set mechanism (see Clause 4).
- 5) VAT: amounts are exclusive of VAT where applicable (see Clause 12 – VAT).

These Terms and Conditions are part of the Hire Agreement between:

1. the **Owner** (Chichester City Arts Centre LLP) a company registered in the United Kingdom of Great Britain and Northern Ireland under number OC438898 whose registered office is at The Chichester City Arts Centre, St Bartholomew's Church, Mount Lane, Chichester, PO19 3DQ
2. and the **Hirer** named on the Hire Agreement front page (the "Front Page"). The Front-Page forms part of this agreement and sets out the booking details (including purpose, dates/times, fees, deposit, and declared attendance).

If there is a conflict between the Front Page and the rest of this agreement, the order is: (1) Front Page, (2) these Terms and Conditions, (3) Schedules.

1. Definitions and interpretations

In this Agreement:

Agreement	means the Front Page, these Terms and Conditions, and the Schedules.
Hire fees	means the hire fee(s) shown on the Front Page (including the charging basis) plus any additional charges expressly stated on the Front Page or expressly agreed in writing.
Hire period	means the period from the start date/time to the end date/time shown on the Front Page.
Premises	means the areas described in Schedule
Session	means each booked time slot (and for recurring bookings, each slot on each session date).
Session date	means each date you have booked.
Purpose of hire	means the activity described on the Front Page (including spectators and those accompanying attendees).
Force majeure	means something beyond the Owner's reasonable control that makes it impractical to provide the premises (for example, serious damage, utilities failure, extreme weather, or emergency restrictions).

2. Session(s) booked and extent of hire

The Owner permits the Hirer to use the premises for the purpose of hire during the session times shown on the Front Page. The hire includes normal access to and exit from the building and use of the facilities within the premises as described in this agreement.

3. Payment of hire fees and cancellation for non-payment

The Hirer must pay the hire fees in full on the date of this agreement. No booking will be treated as made or confirmed until the Owner receives the hire fees and the cleaning and damage deposit in full. If payment is not received in full by the required date, the Owner may cancel this agreement immediately by giving notice to the Hirer.

4. Cancellation by the Hirer

If the Hirer cancels a confirmed booking, the following cancellation charges apply based on when the Owner receives written notice:

- (a) more than 60 days before the first booked session, all hire fees paid will be refunded less a £25 administration fee;
- (b) 31 to 60 days before the first booked session, the Owner may retain 25% of the hire fees;
- (c) 15 to 30 days before the first booked session, the Owner may retain 50% of the hire fees; and
- (d) 14 days or fewer before the first booked session, the Owner may retain 100% of the hire fees.

If a cancelled session will not take place, the Cleaning and Damage Deposit will be returned in full, less any amount properly due under this agreement. If the Owner re-books the same session(s) and receives payment from a replacement hirer, the Hirer's cancellation liability will be reduced by the amount received for those same session(s), less reasonable administrative and re-booking costs actually incurred. At the

Owner's discretion, the Hirer may instead request one change of date rather than cancelling, provided the request is made at least 30 days before the first booked session, the new date is available, and the Hirer pays a £25 administration fee.

5. Cancellation by the Owner

If the Owner cancels under this clause, it will return all hire fees and deposits paid for the cancelled session(s), without deduction and without further liability, unless the law says otherwise.

The Owner may cancel by notice to the Hirer where it reasonably anticipates that, due to force majeure, it will not be able to make the premises available for a booked session (or one or more sessions in a block booking).

The Owner may cancel by notice to the Hirer where the Hirer seriously breaches this agreement. In that case, the Owner may keep (or deduct from any refund due) the hire fees for any session that has begun or been completed and any amount the Hirer must pay for damage and losses under clause 9.

6. Hirer's permitted cancellation

The Hirer may terminate this agreement at any time by notice to the Owner if the Owner commits a serious breach of a serious term of this agreement and, if the breach can be remedied, fails to remedy it within 14 days after the Hirer gives written notice to do so. If the Hirer terminates for that reason, the Owner will return to the Hirer all hire fees previously paid, less the hire fees paid for sessions completed prior to the termination taking effect.

7. Cleaning and damage deposit (refundable)

The Hirer must pay a refundable cleaning and damage deposit (the "Cleaning and Damage Deposit") on the date of this agreement to cover any loss or damage to the premises or the Owner's property caused by the Hirer or anyone attending or involved in a session. For this purpose, "damage" includes soiling that requires extra cleaning.

The Cleaning and Damage Deposit is:

- (a) £30 where the Hirer's declared total attendance for a session is fewer than 50 persons; or
- (b) £100 where the Hirer's declared total attendance for a session is 50 persons or more.

The Hirer must provide the declared total attendance for each session on the Front Page or otherwise in writing before the booking is confirmed.

If the Hirer later increases its declared total attendance so that a higher deposit applies, the Hirer must pay the difference immediately on demand. Where more than one session is booked, the deposit payable is the highest amount that applies to any of the sessions (based on the Hirer's declared total attendance for each session).

The Owner will repay the Cleaning and Damage Deposit after deducting the reasonable cost of rectifying any damage or loss caused. The repayment will be made within **10 working days** after the last booked session has taken place or, if it

has been cancelled and will not take place, within 10 working days after the cancellation occurs. If the deposit does not cover the full rectification cost, the remaining amount is payable by the Hirer under clause 9.

8. Conditions to be observed by the Hirer

The Hirer must observe and perform the conditions in Schedule B and must ensure that all persons attending or using the premises in connection with a session also comply. In Schedule B, "Hirer" includes all such persons.

9. Liability and damage/losses

The Owner does not guarantee that the premises, facilities, or access routes are safe, adequate, or suitable for the purpose of hire. Except to the extent that death or personal injury is caused by the Owner's negligence (or the negligence of anyone for whom the Owner is responsible), the Hirer is responsible for ensuring that the premises are safe, suitable, and adequate for the purpose of hire during the session(s).

Except where the law says otherwise, the Owner is not responsible for loss of or damage to items brought into, left in, or stored at the premises by the Hirer or anyone connected with the booking.

The Hirer must pay the Owner for all losses, costs, claims, and reasonable expenses the Owner suffers that arise directly or indirectly from:

- (a) damage to the premises;
- (b) damage to the Owner's property;
- (c) the Hirer's breach of this agreement; or
- (d) the acts or omissions of the Hirer or anyone connected with the booking, except to the extent caused by the Owner's negligence.

In this clause, "Hirer" includes employees, contractors, volunteers, agents, and anyone attending or involved in any session.

Nothing in this clause 9 or elsewhere in this agreement excludes or limits either party's liability for death or personal injury caused by its own negligence, fraud or fraudulent misrepresentation, or any other liability that cannot legally be limited or excluded.

10. Insurance

It is highly recommended that the Hirer should, at its own cost, arrange and keep in force throughout the hire period insurance covering its risks and liabilities under this agreement, including cover for items brought to the premises.

Such insurance must include public liability and third-party liability insurance for the whole hire period with a limit of indemnity of at least £5,000,000 for any one accident or occurrence, including cover for personal injury and property damage (including damage to the premises) arising from the acts and omissions of the Hirer and those connected with the booking.

Where such insurance has been acquired, the Hirer must provide the Owner with evidence that the insurance is current and valid on the date of this agreement and thereafter on request, including the policy/certificate and proof of premiums paid.

11. Force Majeure

The Owner is not in breach of this agreement, and is not liable, for any failure to perform its obligations if that failure results from force majeure.

12. VAT

All amounts payable by the Hirer are stated exclusive of VAT. Where VAT is chargeable on any amount, it will be added at the current rate applicable at the time. References to any amount being payable or returnable mean that amount together with any VAT that applies.

13. Assignment

This agreement is personal to the Hirer, so the Hirer may not transfer any obligations or benefits under it. The Owner may assign or transfer any of its rights or obligations under this agreement at any time.

14. Third party rights

A person who is not a party to this agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

15. Notices

All notices under this agreement must be in writing and addressed and sent either (a) by ordinary pre-paid post to a party at its address given in this

16. Waiver

A failure to exercise, or a delay in exercising, any right or remedy under this agreement does not waive that right or remedy, and does not prevent later exercise of that or any other right or remedy.

17. Entire agreement

This agreement is the whole agreement between the parties and supersedes any previous discussion, arrangement, warranty, representation, understanding, or agreement between them relating to its subject matter.

18. Nature of arrangement

This agreement gives the Hirer permission only to use the premises during the hire period. It confers no tenancy or other right of occupation and creates no relationship of landlord and tenant between the Owner and the Hirer.

19. Variation

No variation to this agreement is effective unless agreed in writing and signed by or on behalf of the Owner and the Hirer.

20. Law and jurisdiction

This agreement is governed by English Law and any dispute is subject to the exclusive jurisdiction of the courts of England and Wales.

The floor plan illustrates the layout of the Chichester City Arts Centre. Key areas include the Main Hall, Reception, Kitchen, Toilet/Shower/Utility Rm, Disabled Parking Only, Entrance Lobby, Disabled Toilet, and Office. The plan also shows the location of the Muster Area and Mount Lane. A key indicates the Reception Door Entrance, Emergency Exits, Fire Extinguishers, and Areas not accessible to Car Parks.

Chichester City Arts Centre

Mount Lane

Muster Area

Disabled Parking Only

Entrance Lobby

Disabled Toilet

Main Hall

Office

Reception

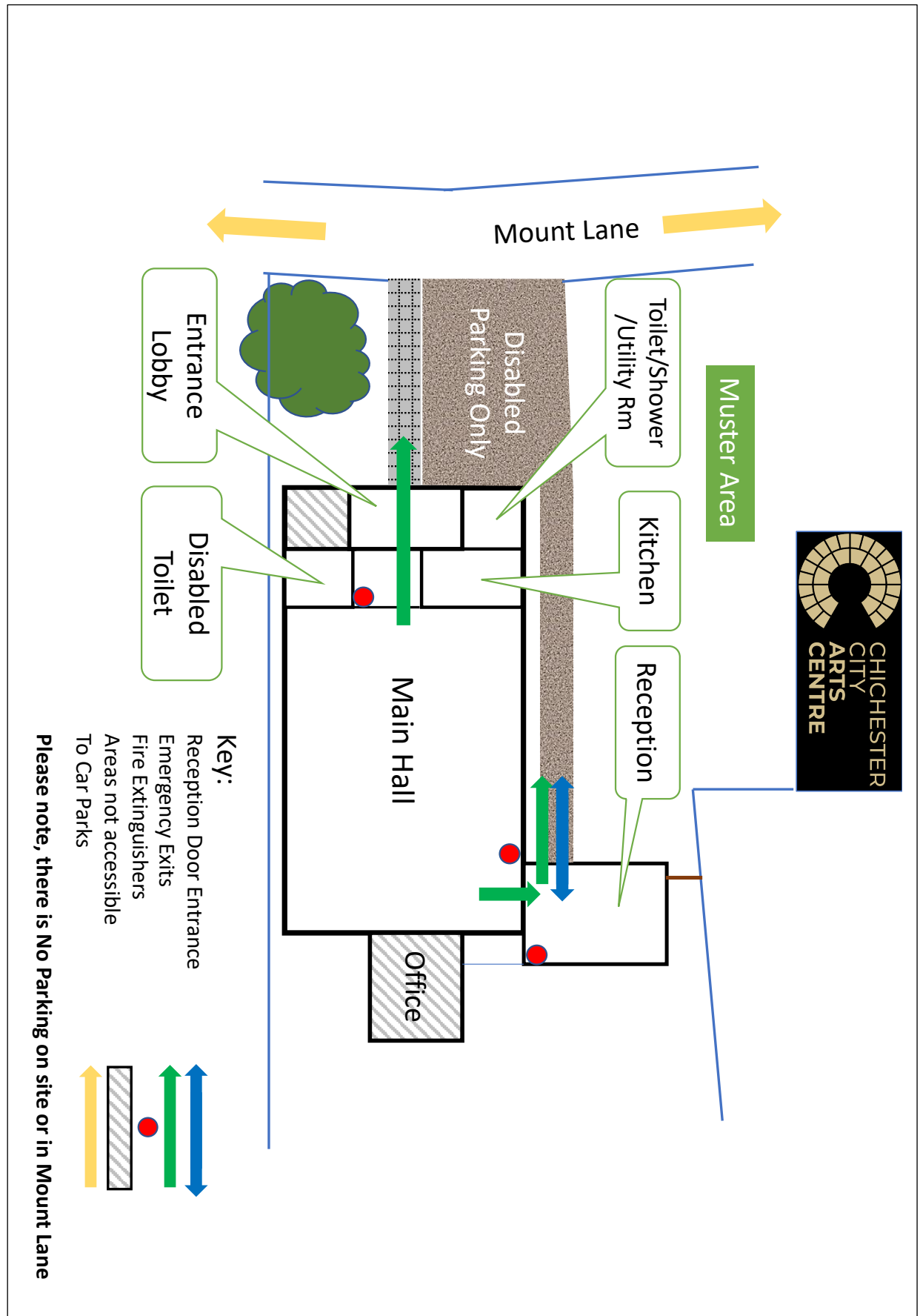
Kitchen

Toilet/Shower/Utility Rm

Key:

- Reception Door Entrance
- Emergency Exits
- Fire Extinguishers
- Areas not accessible
- To Car Parks

Please note, there is No Parking on site or in Mount Lane



Schedule B – Conditions to be met by Hirer

The Hirer will NOT:

1. use the premises for anything other than the purpose of hire;
2. sublet the premises or share the booking with another group without the Owner's written permission;
3. use the premises for anything illegal or in a way that breaks any licence or permission you need for your activity;
4. use the premises for activity that is reasonably likely to cause serious harm to others or to put the Owner in breach of its legal duties;
5. claim that the Owner sponsors or approves your event, or use the Owner's name/logo in marketing, unless the Owner has agreed in writing;
6. remain on site more than 15 minutes beyond the agreed booking period; if you do, the Owner may charge an additional booking fee for every hour or part of an hour of overstay, starting at minute 16;
7. place signs in, at, or on the premises without the Owner's prior written consent;
8. use the Owner's equipment without the Owner's prior consent;
9. alter, add to, interfere with, remove, or install fixed furniture, fittings, lighting, heating, power, or other equipment in or at the premises;
10. use nails, screws, fixings, tape, glue, blue tack, or similar on walls, floors, furniture, or fittings without the Owner's prior consent;
11. bring into the premises any source of electrical power/energy or any form of heating (including heaters or generators) without the Owner's prior consent;
12. use or allow any naked flame, candles, or incense sticks, or allow smoking, in or at the premises;
13. cause or allow any health and safety risk (including blocked walkways, trailing cables, or overcrowding);
14. cause nuisance, disturbance, or unreasonable noise affecting the Owner or neighbours;
15. block any access into or exit from the premises; parking in Mount Lane is not permitted unless the Owner gives permission (for example for loading/unloading);
16. cause or allow any damage to the premises or the Owner's property;
17. permit more than 120 persons to be present in or at the premises at any one time;
18. sell goods (including books or literature) without the Owner's prior consent;
19. hold any raffle or lottery without the Owner's prior consent and any necessary licence;
20. make any audio/video recording in or at the premises, or broadcast from the premises, without the Owner's prior consent.

The Hirer will:

1. keep the premises clean and tidy and, at the end, return and store the Owner's chairs, tables, and other unfixed furniture/equipment safely and neatly in the Owner's storage locations;
2. remove any rubbish and remove any equipment or other items brought in by the Hirer;
3. make good (or pay for) any damage caused to the premises or anything in the premises;
4. ensure all electrical equipment brought in meets current safety standards and has current PAT testing where applicable, and provide proof to the Owner on request;
5. obtain and comply with any necessary licences or permissions for the purpose of hire (including copyright, entertainment, and performing rights licences);
6. be present throughout each session and provide overall supervision of the session;
7. provide sufficient staff/helpers for running, stewarding, and any necessary supervision of each session;
8. be responsible for the care and safeguarding of any children or vulnerable adults attending for or in connection with a session;
9. ensure those attending the premises leave in an orderly manner; and
10. at the end of each session, switch off all lighting, turn off any hot water the Hirer has switched on, shut windows the Hirer has opened, lock doors, and return any keys as instructed by the Owner.