

ELOQUENT ARTS CENTRE TERMS AND CONDITIONS FOR VENUE HIRE

These Terms and Conditions accompany a Proposal (the “**Proposal**”) issued by the member of Green Templeton College named in the Proposal (“**us**”) for the hire of the Venue described in that Proposal.

These Terms and Conditions, together with the Proposal and any annexes, schedules or other documents incorporated in such documents, comprise a legally binding agreement between us and agreed between us and the person identified as the Hirer in the Proposal (“**you**”) (the “**Agreement**”).

The Agreement governs the hire to you of the Venue for the purposes of the Event, together with the provision of any associated catering services, accommodation or other additional services which we have agreed to provide.

The Agreement may be formed before the Proposal is complete (for example, if you have yet to determine certain details of the Event or to provide certain information). The parties may update the Proposal or associated documents such as menus or accommodation requirements from time to time by written agreement, including in e-mail correspondence and in these terms and conditions a reference to the Proposal is to the most recently-agreed iteration of the Proposal together with its associated documents.

1. Interpretation

1.1 Capitalised terms in these Terms and Conditions have the meanings given in the Proposal if no other meaning is given below. Otherwise:

“**Accredited Supplier**” means a supplier of goods or services (such as floristry, lighting, staging, AV equipment or entertainment) on our list of approved suppliers;

“**Fees**” means those fees payable to us identified in the Proposal, together with any other fees, costs or charges payable to us in accordance with these Terms and Conditions; and

“**Premises**” means our premises, including the Venue and any accommodation or ancillary areas which we may permit you to use.

1.2 Unless the context otherwise requires: i) the singular includes the plural and vice versa; ii) words following the terms “**including**”, “**include**”, “**in particular**” or similar are illustrative rather than exhaustive; and iii) reference to a statute or statutory provision is a reference to it as amended from time to time.

1.3 Any reference to our consent, approval or instructions refers to consents, approvals or instructions from our Event Manager (who shall serve as your first point of contact and who may escalate matters to the University Representative as appropriate) or from the University Representative during the Hire Period.

1.4 In the event of any conflict between any Special Terms set out in the Proposal and the provisions of these Terms and Conditions, the Special Terms shall prevail.

2. Hire and Payment

2.1 In consideration of the payment by you of the Fees, and compliance by you with the obligations set out in this Agreement, we will make the Venue available to you for the Hire Period, for the purposes of the Event (subject to our rights of substitution under

clause 5.13) and provide any additional services to you.

2.2 Once the Agreement is formed, we will issue an invoice for the full amount in accordance with the Proposal.

2.3 Except in the circumstances described in clause 11.4, the Deposit is non-refundable.

2.4 All sums are stated exclusive of VAT.

3. Co-ordination

3.1 The person named as your contact in the Proposal is responsible for co-ordinating all necessary arrangements relating to the Event with our Event Manager. During the Hire Period your and our Representatives shall both remain at the Venue and shall liaise in relation to the conduct of the Event. Your Representative must remain sober, on site and available at all reasonable times during the Hire Period.

3.2 You warrant that:

- (a) the person named as your contact in the Proposal has authority to agree all aspects of the use of the Premises for the Event, and to agree amendments to the Proposal, with us from time to time; and
- (b) your Representative has authority to ensure compliance by all Visitors with the requirements of the Agreement, and in particular with our instructions to safeguard the Premises and their contents.

3.3 You must ensure that all Visitors are aware of the relevant requirements of the Agreement, fully comply with them, and follow the instructions of our personnel.

3.4 We are entitled to be present at the Premises at all times. The entrance of the Premises will be staffed by our personnel throughout the Event. You will provide a representative to accompany them in order to identify Guests and other Visitors.

3.5 At least ten (10) working days prior to the Event, you must provide to us:

- (a) a full list of Visitors must be provided to us at least ten (10) working days prior to the Event, in particular including details of any high-profile Guest(s).
- (b) a final draft of the Event programme (to the extent not already agreed with us) in order for us to confirm its conformity to the services we are able to offer.

3.6 We will not unreasonably refuse a request from you to increase or decrease the number of Guests from the number specified in the Proposal, provided that:

- (a) the request is made in good time (and no later than fourteen (14) days prior to the Event);
- (b) we may require the payment of an additional Deposit in relation to increased numbers;
- (c) no return of the Deposit will be made in relation to decreased numbers (although we may reduce the overall Fees in the Proposal).

- 3.7 If we are providing catering services to you, you must work with our Representative to ensure that all dietary requirements or allergen information of any Visitors have been communicated to us accurately and in good time prior to the Event, within such timings as we may specify. If you have not done so, it will be your responsibility and not ours to ensure that any special dietary requirements are met. You must also ensure that you have obtained the express consent of each Visitor to the disclosure to us of their dietary requirements. We do not guarantee that we will be able to accommodate all dietary requirements.
- 3.8 We will not admit to the Premises any person who has not been identified to us in advance as a Visitor.
- 3.9 If any members of the press are expected to attend the Event, you must inform us at least five (5) working days prior to the Event, designate a representative to remain with them at all times and inform us in advance of the identity of that representative.

4. Your Responsibilities

- 4.1 You warrant that:
- (a) all information provided by you to us (including in relation to the purpose of the Event) was at the time of disclosure and shall remain until the end of the Hire Period truthful and accurate;
 - (b) the Venue shall only be used for the purposes of the Event in accordance with the Agreement;
 - (c) if you are arranging the Event for a third party, you have notified us of that third party's name and business;
 - (d) the number of Guests and the number of Visitors at the Event shall not exceed the respective maximum numbers set out in the Proposal;
 - (e) you shall at all times ensure the proper and careful use of the Premises and shall not allow any activity which may damage the Venue, Premises or any neighbouring site or which may be or become a nuisance, annoyance or disturbance to us or any neighbouring site;
 - (f) you shall strictly adhere to the Start Time and End Time for the Event. The End Time for the Event, and where applicable the End Time for each day of the Event, shall be no later than 0000. Any music, other entertainment or other loud noise must stop fifteen (15) minutes before the End Time;
 - (g) you shall during the Event keep the Premises in a safe condition;
 - (h) you shall as soon as possible (and in any event within twenty-four (24) hours) notify us of any damage to the Venue, Premises or to any objects, contents or fittings in or at the Venue or Premises (and clause 8.2 shall apply);
 - (i) you shall comply with any conditions imposed by any consent or permission that has been obtained for the purposes of the Event;

- (j) you shall, and shall procure that all Visitors shall:
 - (i) comply with all laws, regulations and codes of practice (whether issued by us or otherwise) applicable to the Premises or the Event;
 - (ii) comply with such restrictions or conditions as we may impose in relation to the Event including in relation to access, supplies, parking, movement of vehicles and/or routing of power leads; and
 - (iii) comply with all guidelines issued by us, including in relation to power supply and lighting, fire safety precautions and precautions against causing damage; and
- (k) you shall, where appropriate, inform the police, local fire, and rescue authorities, local government bodies (including environmental health) of the Event taking place at the Venue, comply with any recommendations they may be given on their behalf in relation to the Event, and supply evidence of such compliance to us on request.

4.2 You shall ensure that appropriate risk assessments are performed for all activities to be conducted at the Venue as part of the Event and that you or your suppliers provide such risk assessments to us on request. We may require you to implement, and/or to pay the cost of, any special precautions we require to address such risk. In particular, if any aspect of the Event may involve any fire risk you must seek written approval from us at least thirty (30) days in advance of the Hire Period.

4.3 Without limiting your other obligations under this clause 4, you agree and acknowledge that:

- (a) our staff are entitled to a dignified and supportive working environment. We insist that they are treated with dignity, respect and courtesy at all times, and reserve the right to immediately remove from the Premises any person who bullies or harasses our staff or who we otherwise determine has behaved unacceptably towards them;
- (b) it is of paramount importance to us that our reputation and core values are upheld, including in relation to ethical practices and social responsibility. We reserve the right to halt any activities at the Venue, and refuse entry to or remove any person, whose conduct is incompatible with that reputation and those core values, including in relation to any:
 - (i) unlawful activity, such as libellous, infringing or discriminatory activity, or any involvement in national or international crimes;
 - (ii) activity which we otherwise deem to be inappropriate, unseemly or offensive, especially if not disclosed to and approved by us in advance.

5. The Venue, Accommodation, Access and Occupation

5.1 You may only occupy the Premises during the Hire Period, which includes 15 minutes before and after the Event during which you may access the Venue for set-up and breakdown. Without limiting our other remedies, we may charge an overrun fee if you or any Visitors occupy the Venue beyond the Hire Period. The overrun fee is £50 per half-hour of occupation, plus any additional costs which may be incurred by us.

5.2 Guests may only arrive at the Premises at the Start Time and must report to the entrance specified in the Proposal. We will specify any areas of the Venue and/or Premises which can be used for preparation or set-up for the Event, and any permitted times for set-up (which will not include any period during which the Venue is open to the public).

- 5.4 No changes, additions or alterations in or to the Premises (interior or exterior) and/or the contents thereof may be made except as agreed in writing in advance by us, all of which shall be of a temporary nature only and strictly necessary for the purposes of the Event. You may not erect scaffolding or affix screws or nails to any building, structure or object at the Venue or the Premises without our prior written consent.
- 5.5 No equipment or structures of any kind may be erected on or attached to any part of the Premises, its contents or our equipment without our prior written approval.
- 5.6 Proposals for any temporary structures or fixings, supports for heavy-equipment, ground protection, and the like must be submitted for our approval at least forty-five (45) days before the Hire Period. All such items must be erected in accordance with applicable British Standards and to our satisfaction.
- 5.7 Furniture, paintings, display cases or other contents in or at the Premises may not be moved without our prior written consent, and then only by our staff or under their direct supervision and at your additional cost.
- 5.8 You must take precautions to prevent damage to floors or floor coverings. For example, equipment may need rubber-tipped feet or protective boards underneath, and heavy work-boots or stiletto heels may be forbidden in particular areas.
- 5.9 Any vehicular access to the Premises must be with our prior written consent and confined to such routes as are approved by us in advance.
- 5.10 We may substitute and otherwise alter displays of art and/or objects in the Venue at any time without prior notice and without liability to you.
- 5.11 We may insist on the immediate departure of any Visitor from the Venue and/or the Premises if we consider that the conduct or behaviour of that person is unacceptable.
- 5.12 We may enter any part of the Premises at any time during the Hire Period and interrupt or terminate the Event, without liability to you, if we believe that the structure or content of the Venue and/or the Premises is at risk of damage or the safety of the Visitors or other persons is at risk.
- 5.13 If for any reason the Premises or any part of the Premises becomes, or is likely to become, unavailable, we may without liability to you substitute alternative function space within the Premises of a similar standard to the Venue for the Event. In particular, we may do so in connection with remodelling or with the relocation of antiquities, artworks or other precious objects. We will use reasonable endeavours to notify you as early as possible of any such substitution.

6. Publicity

You may not use our name, trade marks or logos, or the names, trademarks or logos of the Venue, any of its Colleges without our prior written consent, except as necessary for inviting and directing Visitors to the Event; nor hold yourself out as a representative of or in any way connected with or affiliated with us, the Venue. You may not advertise the Event to the public by any means without our prior written approval.

7. Insurance

You must have relevant insurance for your event if required.

8. Removal and Restoration

8.1 Unless agreed otherwise in writing, you shall be responsible for removing from the Venue, the Premises and any access routes before the end of the Hire Period and to the satisfaction of our Event Manager:

- (a) all equipment used for the Event (including, without limitation, toilets, temporary structures, mobile facilities) not supplied by us; and
- (b) all litter, waste or recyclable materials resulting from the Event, and if you do not we may conduct our own removal and charge you for our costs.

8.2 You shall be responsible for all costs of fully restoring and reinstating the Premises to its condition prior to the Hire Period. Unless otherwise agreed, we shall undertake any repairs, reinstatements or restorations ourselves and pass all costs incurred on to you, which may include the costs of specialist craftspeople or consultants (particularly in relation to works or art or items of value).

8.3 We accept no responsibility for any items or articles brought to the Venue and/or Premises by any Visitor or for any item or articles left at the Venue and/or Premises following the conclusion of the Event. We may remove and dispose of anything left at the Premises after the Hire Period.

10. Indemnity and Liability

10.1 You will indemnify us (and any of our officers, employees, agents or contractors) against all liabilities, losses, damages, costs and expenses suffered or incurred by us or them arising from:

- (a) any third party claim brought or threatened against us or them arising from your breach of the Agreement, your negligence, or any other wrongful act or omission on your part or the part of any Visitor;
- (b) any third party claim brought or threatened against us or them otherwise connected with the Event or your use of the Premises (except to the extent such claim is attributable to our breach of the Agreement or our negligence);
- (c) any damage to the Premises, damage to or loss of any property at the Premises, or injury to any person caused by any Visitor;
- (d) misuse of our IT networks or facilities by you or any Visitor; or

(e) your breach of the Agreement or any other negligence or wrongful act or omission on your part or the part of any Visitor.

10.2 We will notify you promptly if we become aware of any claim against which you are required to provide an indemnity under clause 10.1. We will not make any admission or settlement in relation to such a claim without your prior written consent, which you may not unreasonably withhold, condition or delay.

10.3 You must notify us promptly of any claim brought or threatened against you or any other dispute in connection with the Event, providing such details as we may require.

10.4 **We are responsible to you only for foreseeable loss and damage caused by us.** If we fail to comply with this Agreement, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of contract or our failing to use reasonable care and skill but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time we entered into the Agreement with you, both we and you knew it might happen: for example, if you discussed it with us during the sales process.

10.5 **We are not liable to you for business losses.** We are providing our services to you for personal or private use. If the Event is for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

10.6 **We are not liable for Visitor's losses.** We will not be liable to you for loss of or damage to any property owned or hired by you or any Visitor, except to the extent such loss or damage is our fault. We will not be liable to you for any loss suffered or incurred by you or any Visitor arising from any termination of this Agreement.

10.7 **We are not liable for your acts or those of your Visitors.** We shall not be liable to you for any loss you suffer arising from your own actions or omissions or those of your Visitors or those of any third party supplier (unless they are our subcontractor). In particular, if we are not able to perform any obligations under the Agreement, or are

delayed in performing them, as a result of those actions or omissions, we will not be liable to you.

10.8 **Our liability is limited.** Our total aggregate liability to you under this Agreement, or in connection with its subject matter, will not exceed:

Because our liability to you is generally limited, and because we do not accept liability for matters outside our control, we strongly recommend that you take out appropriate event insurance.

10.9 **Where our liability is not limited.** Nothing in the Agreement excludes or limits our liability for:

(a) death or personal injury caused by our negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other matter for which liability cannot lawfully be limited or excluded.

11. Cancellation and Termination

11.1 Because the Agreement is a contract for the supply of venue services during an agreed period of performance, you do not have any statutory right as a consumer to cancel the Agreement under the Consumer Contracts Regulations 2013 or Consumer Rights Act 2015. The entirety of your rights of cancellation is set out below.

11.2 You may cancel the Agreement by written notice to us. In the event of cancellation, we shall be entitled to retain the Deposit and:

- a) Cancellation more than two weeks in advance of the date booked will incur a charge of 50% of the total invoice (based on the indicated numbers). Cancellation four weeks or less in advance of the date booked will incur a charge of 80% of the total invoice (based on the indicated numbers). Cancellation less than 24 hours in advance will incur a full charge (based on indicated numbers).
- b) The balance will be invoiced before the event and is payable immediately to secure the booking.

provided in each case that we will reduce the cancellation fee if and to the extent we mitigate our losses by successfully re-booking the space and/or resources which would have been used to provide the cancelled Event.

11.3 We may terminate the Agreement by written notice to you, and may retain the Deposit, if:

- (a) you commit a material breach of the Agreement and (in the case of a material breach which is capable of remedy) fail to remedy that breach within such a reasonable period of time as we may specify. In particular, if you have failed to obtain and provide evidence of necessary insurance, licences, consents, approvals or risk assessments as required by the Agreement then this will be a material breach which is incapable of remedy; or
- (b) you become insolvent or bankrupt, or are the subject of an administration, or enter into any voluntary arrangement with creditors, or are subject to any equivalent event or proceedings.

11.4 We may terminate the Agreement by written notice to you, and shall return the Deposit to you, if:

- (a) we are, or reasonably believe we will be, unable to perform the Agreement for reasons outside our control; or
- (b) we otherwise require any material changes in the arrangement of the Event which are not acceptable to you (other than any substitutions we may make under clause 5.13).

We shall also return the Deposit to you if you cancel your booking by written notice within fourteen (14) days after receiving notice from us of any material revision to the Fees.

11.5 Termination of the Agreement, for whatever reason, shall not limit any rights or remedies of the parties which accrued prior to termination.

