

(1) RADSTOCK TOWN COUNCIL



RADSTOCK
TOWN COUNCIL

(2) _____

Venue Hire Licence

Relating to

Trinity Hub, The Street, Radstock, BA3 3PL



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VENUE HIRE LICENCE

This licence is dated

Parties

- (1) **RADSTOCK TOWN COUNCIL** of Radstock Community Hub, The Street, Radstock, Somerset, BA3 3PR the **Owner**)
- (2) _____ of
[_____] (the **Hirer**)

Agreed terms

1. Interpretation

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

Charges: the charges payable by the Hirer for the hire of the Venue and the supply of the Services as set out in Schedule 2.

Community Event: any meeting involving community groups or events where the community or community group are in attendance.

Competent Authority: 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.

Event Day: _____
the days on which a [Community Event] takes place.

Event Fee: the fee payable by the Hirer in accordance with this licence as set out in Schedule 2.

Hire Period: _____

(Maximum of 6 months)

Necessary Consents: 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 Permitted Use.

Permitted Use: Meeting of the _____ (group) and Community Events as community use within Class F2 of the Town and Country Planning (Use Classes) Order 1987 (as amended).

Property:	Rooms Required: , Trinity Hub, The Street, Radstock, BA3 3PL.
Services:	the services to be provided by the Owner as specified in Schedule 1Part 1.
Utilities:	electricity and water.
Utility Costs:	all costs in connection with the supply or removal of Utilities to or from the Property (or a fair proportion of the total cost if any of those costs are payable in respect of the Property together with any other property).
VAT:	value added tax chargeable in the UK.
Venue:	the part(s) of the Property to be hired by the Hirer in accordance with the terms of this licence.
Working Day:	any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

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 preceding those terms.

1.4 A reference to **writing** or **written** does not include email or fax.

2. **Licence**

2.1 In consideration of the Hirer paying to the Owner the Charges, the Owner agrees to grant this licence to the Hirer on the terms set out herein.

2.2 This licence shall come into effect on the date of this licence.

3. **Access**

3.1 The Hirer must not at any time or in any way impede the Owner or its officers employees or agents in the exercise of the Owner's rights of control or possession of the Property or any part of it.

4. **Supply of Services**

The Owner shall use reasonable endeavours to supply the Services to the Hirer during the Event Days, subject to any specific timings agreed in writing by the parties before each Event.

5. **Licence and use of Venue**

5.1 Subject to clause 8:

5.1.1 The Owner grants the Hirer a non-exclusive right to use the Venue for Event Days in accordance with the terms of this licence.

5.2 In connection with the grant set out in this clause 5, the Hirer acknowledges that the Hirer shall have the right to enter and use the Venue as a licensee only in common with the Owner, shall not have exclusive possession of the Property and no relationship of a landlord and tenant is created between the Owner and the Hirer by this agreement.

5.3 The Hirer further agrees and undertakes:

5.3.1 not to use the Venue other than for an Event or other associated community-related purposes;

5.3.2 not to do or permit to be done anything on the Venue which is illegal or which may be or become offensive or a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Owner or to any officers employees or agents of the Owner, the general public, or any owner or occupier of neighbouring property;

5.3.3 not bring or permit staff, contractors or any guests to bring illegal substances onto the Property;

5.3.4 not to smoke inside the Property;

5.3.5 to put and keep in place suitable insurance covering its contents, liabilities and those of its staff and contractors;

5.3.6 to comply (and ensure that its staff and agents comply) with the terms of this licence and any instructions or notices from the Owner, and use all reasonable efforts to ensure that any guests or other persons present at the Venue on Event Days so comply;

5.3.7 to comply with all applicable laws, statutes and regulations from time to time in force including but not limited to Health and Safety regulations and other such requirements of public liability insurance;

5.3.8 not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;

5.3.9 to use any equipment provided by the Owner for its proper purpose and in accordance with any instructions provided by the Owner regarding its use;

5.3.10 to leave the Venue in a clean and tidy condition and to remove the Hirer's equipment from the Venue at the end of the Hire Period;

5.3.11 to remove all plant, equipment and other items kept at the Property as soon as possible.

5.4 The Hirer shall ensure that the guests behave in a responsible and safe manner at the Venue on Event Days and the Owner reserves the right to remove or request that the Hirer remove guests that do not do so from the Venue.

6. **Charges and payment**

6.1 The Hirer shall pay the Charges in accordance with Schedule 2.

6.2 The Owner shall issue monthly invoices in respect of the Charges, which shall be payable by the Hirer in accordance with the provisions of Schedule 2.

6.3 The Owner may issue additional invoices after Event Days for any further Charges due which were not included in the invoice issued pursuant to clause 6.2. Such Charges may include those payable for any alterations to the Services.

6.4 The Hirer will pay to the Owner increased cost of the Utilities pursuant to paragraph 1 of Part 1 at Schedule 1.

6.5 All amounts payable by the Hirer exclude amounts in respect of VAT, which the Hirer shall additionally be liable to pay to the Owner at the prevailing rate (if applicable).

6.6 If the Hirer fails to make any payment due to the Owner under this licence by the due date for payment, then, without limiting the Owner's remedies under clause 8, the Hirer 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.

6.7 All amounts due under this licence 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 Owner has obtained insurance cover in respect of its own legal liability.

7.2 The Hirer shall insure against all potential losses damages claims expenses or liabilities which might arise out of (but not be limited to) its own property brought on to the Property, its own liability to its employees and third parties, business interruption and any other matter under which the Owner excludes liability and shall provide the Owner with full details of such insurance before occupation and on request.

7.3 The restrictions on liability in this clause 7 apply to every liability arising in connection with this licence including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.

7.4 Subject to clause 7.5, the Owner is not liable for:

- 7.4.1 the death of, or injury to the Hirer, its employees, customers or invitees to the Property; or
 - 7.4.2 damage to any property of the Hirer or that of the Hirer's employees, customers or other invitees to the Property; or
 - 7.4.3 any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Hirer or the Hirer's employees, customers or other invitees to the Property.
- 7.5 Nothing in clause 7.4 shall limit or exclude the Owner's liability for:
- 7.5.1 death or personal injury or damage to property caused by negligence on the part of the Owner or its employees or agents; or
 - 7.5.2 any matter in respect of which it would be unlawful for the Owner to exclude or restrict liability.

8. **Indemnity**

- 8.1 The Hirer shall indemnify the Owner against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Owner arising out of or in connection with:
- 8.1.1 the Hirer's breach or negligent performance or non-performance of this licence;
 - 8.1.2 the enforcement of this licence; and
 - 8.1.3 any damage to the Property and or equipment by Hirer, its employees or guests.

9. **No warranties for use or condition**

- 9.1 The Owner gives no warranty that the Property possesses the Necessary Consents for the Permitted Use.
- 9.2 The Owner gives no warranty that the Property is physically fit for the purposes required.
- 9.3 The Hirer acknowledges that it does 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 the Owner before the date of this licence as to any of the matters mentioned in clause 9.1 or clause 9.2.
- 9.4 Nothing in this clause shall limit or exclude any liability for fraud.

10. **Good faith**

Both the Hirer and the Owner will act in good faith at all times during the Hire Period and will not knowingly divulge information of the financial arrangements in relation to the Hirer's use of the Venue and will not seek to discredit the reputation and standing of either party to any individual, corporation, media broadcaster or by any other means.

11. **Cancellation**

11.1 The Owner may cancel this licence with immediate effect by giving the Hirer notice in writing if:

11.1.1 the Hirer fails to pay any amount due under this licence within five Working Days of the due date for payment;

11.1.2 the Hirer commits a breach of any term of this licence;

11.1.3 the Hirer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this licence is in jeopardy; or

11.1.4 the Hirer is unable to perform its obligations in connection with this licence pursuant to clause 13.1.

12. **Termination**

12.1 This licence shall end on the expiry of not less than 1 months' notice given by the Owner to the Hirer or by the Hirer to the Owner.

12.2 Termination of this licence shall not affect the rights of either party in connection with any breach of any obligation under this licence which existed at or before the date of termination.

12.3 If either the Owner or the Hirer receive an enforcement notice from the local planning authority requiring the Hirer to stop using the Property for the Permitted Use as such use is not lawful then either party may terminate this licence with immediate effect by serving written notice on the other.

13. **General**

13.1 **Force majeure**

Neither party shall be in breach of this licence nor liable for delay in performing, or failure to perform, any of its obligations under this licence if such delay or failure result from events, circumstances or causes beyond its reasonable control.

13.2 **Assignment and other dealings**

13.2.1 This licence is personal to the Hirer and the Hirer is not entitled to assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this licence.

13.2.2 The Owner may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under this licence.

13.3 **Entire agreement**

13.3.1 This licence constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

13.3.2 Each party acknowledges that in entering into this licence it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this licence. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this licence.

13.4 **Variation**

No variation of this licence shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

13.5 **Waiver**

13.5.1 A waiver of any right or remedy under this licence or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

13.5.2 A failure or delay by a party to exercise any right or remedy provided under this licence or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this licence or by law shall prevent or restrict the further exercise of that or any other right or remedy.

13.6 **Severance**

If any provision or part-provision of this licence is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 13.6 shall not affect the validity and enforceability of the rest of this licence.

13.7 **Notices**

13.7.1 Unless stated otherwise in this licence, any notice given to a party under or in connection with this licence shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next Working Day delivery service at the addresses stated at page 1 above.

13.7.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting;

13.7.3 This clause 13.7 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13.8 **Third party rights**

This licence does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this licence.

13.9 **Governing law**

This licence, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.

13.10 **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this licence or its subject matter or formation.

Schedule 1

Part 1

Services provided by the Owner:

1. Utilities (Gas/Water and Electricity).

Part 2

Additional services that the Owner may from time to time provide at the Hirer's request, the costs of providing which are supplemental to the Charges and will be agreed and invoiced separately:

1. Provision of additional admission and safety/security staff or additional fees paid to any security person in respect of additional time worked.

Schedule 2

Charges and Payments

1. The Charges set out in this Schedule 2 will be invoiced by the Owner to the Hirer monthly in arrears (unless otherwise specified) and the Hirer is to pay the same Charges within 7 days of receipt of a valid invoice (unless otherwise stated in this licence or agreed between the parties in writing).
2. In accordance with clause 6.4 of this licence, the Charges are exclusive of VAT which is to be payable by the Hirer in addition to the Charges.
3. The Hirer will pay to the Owner the following Charges in connection with this licence:
As per attached document.
- 3.1 Utility Costs; and
- 3.2 All other sums payable under this licence.

Signed by _____

.....

on behalf of

Radstock Town Council

Signed by _____

.....

On behalf of

Hirer

_____ **(Hirer)**