

WEST KIRBY ARTS CENTRE TERMS AND CONDITIONS OF VENUE HIRE

1. Use of Premises

1.1. The Hirer shall not use the Premises for any purpose other than that described on the Room Hire Booking Form and shall not sub-hire or use or allow the Premises to be used for:

- For purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules.
- To an organisation or individual which has been banned by law.
- Or to do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

1.2 The Venue reserves the right to exclude or eject from the Premises any person, and to cancel any booking where it considers:

- That such events may be contrary to the interest of the general public or contrary to any law or act of Parliament.
- The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Venue or harm the reputation of the Venue.
- The Hirer shall ensure that no equipment, goods or other materials are left on the Premises overnight.

2. Licences

2.1. The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Venue against the consequences of the Hirer's failure to do so.

2.2. Where the use of the Venue Premises Licence is permitted by the Venue, the Hirer shall ensure compliance with the conditions of the Premises Licence.

2.3. The Hirer shall not apply for a Temporary Event Notice without the written permission of the Venue.

2.4. The Hirer shall ensure that they have all permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any authority or person in respect of the event. This includes where required a licence issued by the Performing Rights Society and any copyright permission.

3. Health and Safety Compliance

3.1. The Hirer shall comply with all requests of the Venue's Safety Adviser and must supply any documents requested promptly.

3.2. The Hirer shall be responsible for the health and safety aspects of the use of the Premises during the Period of Hire. The Hirer must carry out a risk assessment for each event.

3.3. The Hirer shall ensure they are familiar with the:

- a. fire evacuation procedures, routes, refuge point and assembly point
- b. location of first aid kit
- c. location of the accident reporting book

3.4. The Hirer shall

- a. ensure clear and unobstructed access and regress is maintained to all emergency exits in the Premises.
- b. familiarises visitors with fire evacuation routes, fire refuge points and the fire assembly point

4. Electrical Appliance Safety

4.1. The Hirer shall ensure that any electrical appliances intended to be used by the by the Hirer at the Premises shall be PAT tested

5. The Hirer must not make any alterations to the Premises or any other part of the Premises without the Venue's prior written consent.

6. Food and Drink

6.1. Where food or drink is to be supplied to the public the Hirer or caterer must hold a Basic Food Hygiene Certificate.

6.2. The Hirer shall if preparing, serving or selling food observe all relevant food and hygiene legislation and regulations.

6.3. If the Hirer wishes to use caterers on the Premises during the Period of Hire, the Hirer must ensure that the caterers comply with all health and hygiene legislations and regulations.

7. General regulations

7.1. The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of the Venue) are displayed or offered for sale on the Premises.

7.2. Any items deemed to be of an offensive or inappropriate nature by the Venue shall be removed from display or sale immediately on the request of the Venue.

7.3. Smoking and/or vaping is not permitted in the Building. The Hirer shall ensure there is no smoking and/or vaping at the Premises.

8. Nuisance

8.1. The Hirer must not do or allow anyone attending their hiring to do anything on the Premises which is or may become a nuisance to the Venue or other hirers or to the occupiers of adjoining or neighbouring premises.

8.2. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises and the Building.

9. Children

9.1. The Hirer shall ensure that where an event involves activities aimed predominantly at children, and/or the activity is positively supported by the school for the attendance of children, they have appropriate child protection policies and procedures in place.

10. Charges, Confirmation and Cancellation

10.1. The booking will be confirmed on acceptance of the booking by the Venue

10.2. The Venue reserves the right to cancel any booking for any reason. Where a booking is cancelled by the Venue, the Venue shall incur no liability to the Hirer whatsoever.

10.3. Where the booking is cancelled by the Hirer less than 28 days before the first day of the event the Amount Due must be paid in full

11. End of Hire

11.1. The Hirer shall ensure that the Premises are vacated at the end of the Period of Hire.

11.2. The Hirer shall ensure the Premises and surrounding area in a clean and tidy condition and all equipment, goods and other materials including rubbish are removed from the Building at the end of the Period of Hire.

11.3. Where the hire includes use of the kitchen area the Hirer shall ensure all crockery, utensils and fridge are left in a clean and empty condition. A charge of £100.00 shall be payable by the Hirer where the kitchen including any crockery, utensils and fridge have not been left in a clean condition.

11.4. Additional charges may apply where the Hirer fails to comply with clause 15.1 and 15.2.

12. Payment and Amount Due

12.1. The Hirer shall make payment of the Amount Due within 14 days of the date of the invoice or if booked on short notice (i.e. within 14 days of the event start date) in all circumstances ;payment to be made advance of the event.

12.2. Interest at the rate of 4% above the base rate of the Bank of England from time to time will be payable on any late payment.

12.3. West Kirby Arts Centre updates room hire charges from time to time we will give 10 days' notice of any increase in the Amount Due.

12.4 Concerns regarding pricing should be addressed within 30 days of the booking confirmation issued by the Venue.

13. Insurance

13.1. During the period of the hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify the Venue from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire except where due to the negligence of the Venue or their respective servants or agents.

14. Data Protection

14.1. Personal data supplied on the Room Hire Booking Form will be held and will be used in accordance with the Data Protection Act 1998 for statistical analysis, management, planning and in the provision of services by the Venue and its partners.

15. Care of Premises and Equipment

15.1. The Hirer shall ensure no damage is caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

15.2. The Hirer shall be responsible for any damage caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

16. Loss or damage

16.1. The Venue shall not be liable for any death injury loss or damage however so caused to the Hirer, persons using the Premises and/or to their property except for death or personal injury or damage to property caused by negligence on the part of the Venue or its employees or agents; or any matter in respect of which it would be unlawful for the Venue to exclude or restrict liability.

17. Advertising

17.1. No advertising shall be displayed at the building without the written permission of the Venue.

18. General Terms

18.1. The Venue may from time to time amend or add to the Terms and Conditions of Hire in writing.

18.2. The Hirer shall ensure that their event/hire complies with all relevant legislation and regulations.

18.3. The Hirer shall engage with the Venue's Safety Advisor when requested.

18.4. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

18.5. No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

18.6. This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.