

# TERMS AND CONDITIONS

**FOR PRIVATE FUNCTIONS AT COMPASS THEATRE, WINSTON CHURCHILL THEATRE, GREAT BARN RUISLIP, MANOR FARM SITE and the grounds of SOUTHLANDS ARTS CENTRE WEST DRAYTON**

Thank you for booking a function with us. Below are the basic conditions for function hire. There are more detailed terms and conditions attached. All clients must abide by these terms.

## **BASIC TERMS**

- Bookings cannot be sub-let or made by one person or organisation on behalf of another. Any booking found to be sub-let will be cancelled without notice and no refund made.
- The times you book must include set up and pack up time. If you over-run or go in early you will be charged extra hours at penalty rate (see rate card).
- Minimum hire time is 5 hours (or 3 for the Stables birthday package). Only full hours may be booked, not parts of hours.
- Please leave the room laid out as you found it. Additional cleaning, clearing and repairs will be charged for..
- All rubbish to be cleared by the hirer/caterer before leaving the building
- For most hires we do not lay out the furniture for you, but we can tell you what furniture is supplied for you to use - this is normally supplied stacked. At the Great Barn we will lay out the furniture for you in one of our pre-set configurations. No furniture is available for grounds functions.
- Please always abide by the instructions of any duty staff who are working during your hire
- Please familiarise yourself with the position of fire exits, and the assembly point.

## **FEES, CANCELLATIONS AND ALTERATIONS**

- All bookings are charged at the Social and Commercial ratecard for the year the booking is in.
- once your booking is confirmed with a deposit or an acceptance of terms, it is not possible to change the date(s) of your booking. Deposits are non-refundable in the event of cancellation.
- Cancellations made with less than 3 months to the first date of the hire have to pay 50% of the total cost of the booking as it stood when cancelled.
- Cancellations (or partial cancellations of individual dates or times) made with less than 6 weeks to the first date of the hire have to pay the full cost of what was booked originally.
- Additional hours may be requested after confirming your booking. This is subject to availability of spaces and staff.
- Hillingdon rates are only available when the contact/billing address is within the London Borough of Hillingdon

## FACILITIES

- No naked flames or bottled gas are allowed anywhere inside or within 3 metres of our buildings. This includes candles so we recommend electric battery candles instead and only electric heaters
- Very small candles on a birthday cake are OK.
- Decorations should be put up in our buildings by tension methods only - no tacks, drawing pins, sellotape or blu-tak allowed.

Location and capacities	What's included in the hire price?	Extras (additional charges)	NOT included or available	Special restrictions	Accessibility and parking
<p><b>Manor Farm Great Barn</b></p> <p>max 98 for ceremonies,</p> <p>110-160 seated for receptions / functions</p> <p>max 200 free-standing</p>	<ul style="list-style-type: none"> <li>• Room, tables and chairs (undecorated, please specify your layout six weeks in advance)</li> <li>• Exclusive use of toilets</li> <li>• Non-exclusive use of grounds (public space)</li> <li>• Space for 1 x catering gazebo in Gravel Courtyard and 1 x 13amp power socket</li> <li>• amplifier, CD player, speakers, other 13 amp power points</li> <li>• supervising staff</li> </ul>	<ul style="list-style-type: none"> <li>• technical staff or operators</li> <li>• microphones</li> <li>• Use of Stables for caterers (subject to availability)</li> </ul>	<ul style="list-style-type: none"> <li>• heating</li> <li>• <del>glasses, cups, plates etc.</del></li> <li>• <del>tea, coffee, milk</del></li> <li>• <del>bar</del></li> <li>• <del>fencing off any of the grounds (public space)</del></li> <li>• <del>bar service</del></li> <li>• <del>staff to change layouts during a function</del></li> </ul>	<ul style="list-style-type: none"> <li>• No glass allowed. Plastic or polycarb glasses only.</li> <li>• Available Fri, Sat only for functions with alcohol</li> <li>• Live entertainment at South end of Barn only and must finish by 10.30pm</li> <li>• 11pm function finish time, gravel courtyard must be clear by this time.</li> <li>• No acoustic drums</li> <li>• Amplification must come through our system.</li> <li>• Building not heated, but is warm in Summer.</li> </ul>	<p>St Martin's Approach Car Park (pay and display Mon-Sat 8am - 6.30pm, free at other times)</p>
<p><b>Winston Churchill Theatre</b></p> <p>max 350 seated theatre-style</p> <p>116 - 200 seated for functions</p> <p>max 350 for clear-floor dances</p>	<ul style="list-style-type: none"> <li>• Main Hall, Lounge, reception area</li> <li>• chairs and tables (undecorated, please specify your layout six weeks in advance)</li> <li>• Exclusive use of toilets</li> <li>• Use of kitchen and ovens</li> <li>• Use of water heater</li> <li>• Use of fridge and freezer</li> <li>• car parking</li> <li>• supervising staff</li> </ul>	<ul style="list-style-type: none"> <li>• technical staff or operators</li> <li>• microphones</li> <li>• theatrical lighting</li> <li>• outdoor space for caterers to fry/griddle</li> <li>• tea urns</li> </ul>	<ul style="list-style-type: none"> <li>• <del>glasses, cups, plates etc.</del></li> <li>• <del>tea, coffee, milk</del></li> <li>• <del>bar</del></li> </ul>	<ul style="list-style-type: none"> <li>• Live entertainment must finish by midnight</li> <li>• Only shallow frying allowed inside using our ovens/hobs - no deep frying</li> </ul>	<p>Winston Churchill Theatre Car Park (78 spaces including 5 spaces for people with disabilities - not charged)</p> <p>Additional spaces at St Martin's Approach Car Park (pay and display Mon-Sat 8am - 6.30pm, free at other times)</p>

<p><b>Manor Farm Stables</b></p> <p>max 30 seated</p> <p>max 50 for clear-floor/buffet events</p>	<ul style="list-style-type: none"> <li>Room, chairs and tables</li> <li>Exclusive use of toilets</li> <li>Use of water heater</li> <li>Use of microwave oven and hob</li> <li>Use of fridge</li> </ul>	<ul style="list-style-type: none"> <li>none available</li> </ul>	<ul style="list-style-type: none"> <li>glasses, cups, plates etc.</li> <li>tea, coffee, milk</li> <li>car parking</li> </ul>	<ul style="list-style-type: none"> <li>No glass allowed. Plastic or polycarb glasses only.</li> <li>Available Fri, Sat only for functions with alcohol</li> <li>Live entertainment/music must finish by 10.30pm</li> <li>10.30pm function finish time</li> <li>No acoustic drums</li> </ul>	<p>St Martin's Approach Car Park (pay and display Mon-Sat 8am - 6.30pm, free at other times)</p>
<p><b>Compass Theatre Auditorium, Cafe Bar</b></p> <p>max 45 seated</p> <p>max 70 for clear-floor/buffet events</p>	<ul style="list-style-type: none"> <li>Room and chairs (please specify your layout six weeks in advance)</li> <li>undecorated tables according to availability</li> </ul>	<ul style="list-style-type: none"> <li>technical staff or operators</li> <li>microphones</li> <li>pay bar service</li> <li>corkage if no pay bar</li> </ul>	<ul style="list-style-type: none"> <li>use of kitchen for food prep</li> <li>catering equipment or kitchen facilities</li> </ul>		<p>Limited on site, shared with all other users of the building. Ickenham Station car park is opposite (pay and display)</p>
<p><b>Ickenham Hall Rooms and Manor Farm House Rooms</b></p> <p>See <a href="http://www.compasstheatre.co.uk">www.compasstheatre.co.uk</a> for details</p>	<ul style="list-style-type: none"> <li>Room and chairs</li> </ul> <p><i>Compass Drawing, Hilliard, Tate and Long Rooms are only accessible via stairs.</i></p> <p><i>Manor Farm House Provost's Chamber and Yellow Rooms are only accessible via stairs</i></p>	<ul style="list-style-type: none"> <li>pay bar service</li> <li>corkage if no pay bar</li> </ul>	<ul style="list-style-type: none"> <li>use of kitchen</li> <li>catering equipment or kitchen facilities</li> </ul>		<p>Limited on site, shared with all other users of the building. Ickenham Station car park is opposite (pay and display)</p>
<p><b>Southlands Arts Centre Grounds</b></p> <p>maximum 300 for any event, subject to size of marquee.</p>	<ul style="list-style-type: none"> <li>permission to use grounds only and erect a marquee</li> </ul>	<ul style="list-style-type: none"> <li>supervising staff</li> </ul>	<ul style="list-style-type: none"> <li>technical services</li> <li>use of indoor space</li> <li>marquee / gazebo</li> <li>catering or kitchen facilities</li> <li>water</li> <li>electricity</li> </ul>	<ul style="list-style-type: none"> <li>marquee pegs must be clearly highlighted as potential trip hazards</li> <li>no petrol generators, diesel only</li> <li>Available Fri, Sat only for functions with alcohol</li> <li>Live entertainment must finish by 10.30pm</li> <li>11pm function finish time</li> <li>No acoustic drums</li> </ul>	<p>Limited on site, shared with all other users of the building.</p>

## INDICIA

- Accepting these terms implies you have read and fully understood the conditions outlined in the contract and enclosed schedules and that you and any members of your company or organisation agree to abide by all the terms and conditions contained therein.
- Failure to return any of the documents or provide all the information required therein by the stipulated deadlines may have an adverse affect on the event, as it may not be possible to conduct safety and risk assessments or obtain necessary approvals in time.
- Booking spaces by itself does not take care of licensing restrictions on the sale of alcohol,
- The confirmation by the client of any booking, either by payment of a deposit, signature or online declaration shall be understood by both parties as a full acceptance of all the terms and conditions as stated herein and in any attached contract documentation and an agreement on behalf of the client to abide by them.
- Please ensure that everyone associated with your event, and anyone else you are working with are advised about and comply with all the conditions of hire. Please also ensure all enclosed sections of the contract have been read and fully understood by all those concerned.

## TERMS AND CONDITIONS

1. The Council may from time to time make alterations to these terms and conditions, which may take immediate effect, and shall advise the client of revisions to these terms and conditions.
2. The Council will supply to the client the use of spaces at its venues (hereinafter referred to as "the premises") as further defined in this agreement and its schedules
3. This agreement shall extend to all usage or periods of usage of the premises or services that the Council shall explicitly and in writing acknowledge as falling within the scope of this agreement (hereinafter referred to as "the letting periods")
4. This agreement shall extend to all services that the Council acknowledges fall within the scope of this agreement (herinafter referred to as "the agreed services")
5. The Council will supply to the client, non-exclusively, the agreed services
6. The duration and extent of the letting periods and the agreed services shall exclusively be that which is acknowledged in writing by the Council
7. Notification by the client to the Council of the desire to use any service or space in the premises without subsequent written acknowledgement from the Council of its willingness or ability to provide such services or spaces shall not be sufficient to secure access or create any enforceable claim in respect of hire of the premises or provision of services
8. Charges payable by the client shall be applied according to ratecards (hereinafter referred to as "the applicable ratecards") as the Council shall explicitly confirm, prior to issuing any demand for payment, as applying to the letting period or any individual part of the letting period
9. The Council agrees to let space and/or provide services upon and subject to the terms and conditions contained within all the schedules and documentation which form an integral part of and are included with this agreement
10. This agreement shall not be construed or taken as forming a partnership or tenancy between the parties hereto
11. The Council may at its discretion, and with the client's agreement, grant particular responsibilities to persons who are members of the client's company or party, (hereinafter referred to as "authorised persons")

12. The client shall:

a. IN GENERAL

- i. not assign or purport to assign the benefit of this agreement
- ii. pay the Council in accordance with the conditions of hire and applicable ratecards, fees for hire and other services as shall fall into the scope of this agreement, subject to the terms below relating to cancellation
- iii. make payments in accordance with deadlines as the council shall lay out
- iv. undertake responsibility for ensuring that all persons who are assigned any responsibilities by the client in relation to the client's use of the Council's premises and services understand the totality of their obligations as defined in this agreement, if necessary supplying copies of the relevant sections of this agreement and other terms and conditions issued by the Council
- v. deliver to the Council in accordance with any deadlines as shall be provided in this agreement or otherwise by the Council, all documentation which the Council requires to be completed.
- vi. designate a single person to be the Council's sole point of contact for all matters relating to this agreement, and provide telephone, postal address and email contact details for this person
- vii. prior to confirmation of the booking, provide sufficient details about the client to enable the Council to determine which ratecards shall be appropriate to apply in accordance with its policies

b. IN RESPECT OF DEPOSITS AND CONFIRMATION OF BOOKING

- i. pay to the council in advance the price for the whole letting periods from the applicable ratecard plus a further refundable deposit of £500 or more if specified by the council to be held against damage or cleaning costs. Failure to pay this deposit, or the forfeiture of any payment held on account in lieu of a deposit shall result in the cancellation of the client's hold on the dates in this agreement.

c. IN RESPECT OF USE OF SPACES ON THE PREMISES

- i. provide in writing, in accordance with deadlines specified by the council, the full details of access to space required, including all rooms and areas to be included in the letting periods, dates, and start and end times for bookings, and taking account of minimum booking periods as specified on documentation provided by the Council
- ii. take responsibility for ensuring that the time requested to be included in the letting periods is adequate for all needs, including any set up. rehearsal or get-out time required
- iii. take responsibility for ensuring the confirmed booking dates and times are confirmed by the Council to their satisfaction prior to the commencement of the letting periods.
- iv. not make use of, nor be entitled to access to the premises outside of the letting periods.
- v. not make use of, nor be entitled to access any part of the premises not explicitly included in the hired spaces
- vi. vacate the premises by the time specified as the end of the letting periods (or any discrete part thereof), or else pay penalty charges as are laid out on the ratecard deemed by the Council to apply to this hire
- vii. not unreasonably reject an offer by the Council of access to an alternative space made by the Council at any time up to and including the letting periods in consequence of the non-availability for whatever reason of a space previously agreed by the Council to be included in the letting periods, and pay in such a case the rate originally agreed for the space first offered or the amount specified for the alternative space on the applicable ratecard, whichever is the lower
- viii. permit the entrance of Council staff into any space hired by the client at any time

d. IN RESPECT OF SAFETY AND SAFEGUARDING

- i. be responsible for their own health and safety and take all reasonable care for their own safety, and the safety of others who may be affected by their actions, omissions, or by the use or misuse of any property or equipment belonging to them, their company and/or members and supporters of their company or group.
- ii. comply with any instructions for safety as shall be issued at any time by any member of Council staff, or be displayed on signage at the premises
- iii. where they are the last to leave a staffed premises, undertake where requested to provide at least one fit and suitable person to remain behind with the duty manager for the completion of the lock-up and alarm setting process
- iv. report to Council staff any accidents or use of the first aid kit that occurs during the letting periods
- v. ensure that any children under the age of seventeen attending or participating in activities undertaken by the client are supervised by a responsible adult at all times during the letting periods, and when on the premises at large between discrete letting periods.
- vi. indemnify the Council in respect of claims for damages, proceedings, costs and expenses of any description arising from the client's usage of the premises
- vii. not obstruct any fire exit, or prop open, or obstruct the full closure of any door
- viii. permit to be disconnected and/or removed any item of electrical equipment which has not been Portable Appliance Tested or is in the assessment of a member of council staff unsafe, and to comply with any request to desist from using such equipment

e. IN RESPECT OF LICENSING, PRIVACY AND COPYRIGHT

- i. not make use of any recording equipment (cameras, video cameras, sound recording equipment) on the premises without the prior permission of the Council
- ii. not make use of any TV receiving equipment without the prior permission of the Council
- iii. indemnify the Council against any claims in respect of copyright infringement relating to the performance, reproduction, sharing or showing of copyrighted material on the premises
- iv. pay to the council PRS fees in accordance with the applicable ratecards that are notified by the Council as applicable to the hire, or as otherwise explicitly defined by the Council in writing.

f. IN RESPECT OF NUISANCE OR INCONVENIENCE TO THE PUBLIC, STAFF OR OTHER CLIENTS

- i. not make excessive noise during a hire, and alert the Council at the time of signing this agreement to the potential for unusually high levels of noise during the letting period
- ii. ensure that attendees leaving the premises do so in a reasonably quiet and orderly manner
- iii. act in a respectful and non-abusive manner to Council staff and other users of the premises

g. IN RESPECT OF TIDINESS AND RESPONSIBLE USE

- i. not carry out any alterations to the fabric of the premises or to equipment or furniture within the premises nor to fix or cause to be fixed any apparatus equipment notice or decoration without the previous consent of the Council
- ii. take responsibility for all removal of any furniture or equipment supplied as standard with the hired spaces, and undertake to replace these in their original positions by the end of the booking or otherwise make arrangements at least six weeks prior to the date of the hire to pay additional charges for their removal.
- iii. keep the premises and any council equipment utilised by the client clean, tidy, and in good repair and working order, subject to reasonable and ordinary wear and tear
- iv. compensate the Council at rates to be determined by the Council, which shall not be unreasonable, for loss, damage or depreciation of any item owned by

the Council which is used by the client in the course of the letting period.

- v. report to the Council and take responsibility for any breakage or damage to the contents and/or structure and fabric of the premises however caused, including the loss of any equipment and furniture on the premises by neglect or otherwise by members of the client, its employees, servants or agents
- vi. in the event of unauthorised alterations taking place, undertake to make such changes at its own expense and to restore the fabric equipment and furniture of the premises to their state at commencement of hire.
- vii. at the end of the letting periods, leave the premises in the condition as required by this agreement, or else pay such cleaning charges and/or additional storage costs as laid out in the applicable ratecard and additional fees for repair set at the sole discretion of the Council
- viii. remove from the premises all property brought on to the premises by the client, its agents, employees or by any person acting under the authority or associated with the client, or else pay storage and cleaning costs as defined in the applicable ratecard
- ix. make no alterations or additions to the lighting, heating, seating, fixtures or fittings or other arrangements that constitutes as being the fabric of the premises
- x. not drive bolts, screws, nails, pegs or tacks into any part of the intrinsic fabric of the premises.
- xi. not bring any article of an inflammable or explosive nature into the vicinity of the premises without the prior knowledge and explicit consent of the council

h. AT EVENTS WHERE FOOD OR DRINK ARE TO BE CATERED BY ANYONE OTHER THAN THE COUNCIL

- i. not contract or engage any person to serve pre-prepared food or drinks on the premises, or themselves serve such refreshments without the prior written approval of the Council, and not construe the withholding of such permission for any such contract or engagement as a breach of this agreement, even if no suitable caterer is approved.
- ii. supply the Council wherever requested with certificates of food hygiene and method statements relating to the preparation and serving of food under the authorisation of the client during the letting period.
- iii. abide by the Council's decisions relating to the satisfactory nature of food hygiene certificates and method statements and not engage, contract or permit to be engaged or contracted on its behalf, any person or company to act as a caterer who has previously been rejected by the Council as unsuitable to act as a caterer during the letting period to which this contract applies
- iv. not use, or permit their caterer to use naked flames inside any building, nor to undertake barbecuing or deep frying within any building
- v. only use, or permit their caterer to use naked flames exclusively in outdoor locations approved by the council
- vi. permit the Council to open bars and serve whatever refreshment as the Council sees fit to be sold at such prices and under such terms as the Council shall set or revise at any time, and not to do or permit to be done anything which shall cause a hindrance to the Council carrying on this activity
- vii. not supply, serve or sell alcohol on any premises without the prior written permission of the Designated Premises Supervisor where a Premises Licence is in force.
- viii. pay, wherever permission is granted to serve alcohol from outside the premises' own bar stock, such corkage charges as may be defined by the Council at any time prior to or subsequent to the signature of this agreement.
- ix. only permit any caterer or person performing the tasks of a caterer to prepare or heat food on site in spaces permitted for such purposes by the Council.

i. WHERE SPACE IS HIRED FOR A BOOKING WHICH DOES NOT INVOLVE A PERFORMANCE

- i. provide to the Council prior to the sale or allocation of any tickets, seats or invitations, full details of the numbers and configuration of seats or standing room that shall apply to the letting periods
- ii. not cause, through any action or omission, the capacities for all public areas of the premises to exceed a capacity as specified by the council on the relevant published layout or on agreement of a custom configuration of the space

- j. WHERE SPACE IS HIRED FOR A PRIVATE FUNCTION EXCEEDING 40 GUESTS WHICH DOES NOT INVOLVE A PERFORMANCE
  - i. provide capable ushers for the event to the amount of: one usher plus one additional usher for each 100 persons or part thereof that may be attending. The client will ensure the ushers:
    - 1. are 18 years of age or over
    - 2. are fit and able-bodied
    - 3. report to the theatre's duty manager for a full briefing forty five (45) minutes before the commencement of the event at which guests will attend
    - 4. are capable of performing and perform all duties specified in the briefing
    - 5. are not permitted to drink alcohol for the entire duration of the event, or undertake usher duties in a state of intoxication
    - 6. are assigned to no other duties by the client.
  
- k. WHERE THERE WILL BE THE USE OF ELECTRICAL THEATRICAL EQUIPMENT
  - i. abide by all instructions in relation to the safety of electrical equipment as shall be issued by the Council
  - ii. only operate, or authorise persons to operate, theatrical technical equipment and operating devices subject to the Council's technician being satisfied that competent persons are doing so.
  - iii. meet with the theatre technicians at a mutually convenient time prior to the production or event in order to ensure all requirements are understood by the client and its representatives, and that all requirements of this contract are satisfied prior to the client's use of any space.
  - iv. If it is intended to use any item of mains electrical equipment on the premises, ensure the equipment complies with the Electricity at Work Regulations 1974 and has a current portable appliance test (PAT) certificate. The theatre staff will inspect electrical equipment prior to its use, and reserve the right to refuse its use if there is no supporting evidence that it has been tested or in their opinion is unsafe to use
  - v. comply with written instructions or verbal briefings given to company members by technical or safety supervising staff
  
- l. RELATING TO THE PROVISION OF SERVICES BY THE COUNCIL
  - i. TECHNICAL AND AV EQUIPMENT AND SERVICES
    - 1. provide, no later than two weeks prior to the commencement of the letting periods, details of the equipment it wishes to hire from the premises that is detailed under the heading AV Hire, and pay at the rates on the applicable ratecard for the hire of this equipment
    - 2. not be entitled to technical support for the use of free services, such as WiFi, which are provided by the Council on an as is basis
    - 3. pay the Council for the replacement or repair of any equipment that is damaged or has its condition or appearance materially altered during the letting periods, except as caused through the acts or omissions of the Council
    - 4. sign a declaration provided by the Council that details the equipment hired, the conditions in which supplied and returned, and the durations it was hired for
    - 5. pay the fees from the applicable ratecard in respect of equipment hired and consumables used

13. The Council shall:

- a. Specify, prior to the issuing of any bill or settlement, the ratecard or ratecards that will be used to calculate costs, and provide a copy to the client of the applicable ratecards
- b. have the right to cancel without further obligation any booking specified in the letting periods if the client is not in good standing in respect of debts to the council from another agreement or obligation
- c. in respect of insurance



- i. insure itself only in respect of public liability in the event of theft, accidents, injury and accidental death, which occur through the Council's or its officers' negligence or actions. Please note the Council's policy does not insure against negligence or actions by the client or its employees and agents.
  - ii. not accept responsibility in respect of any loss, through theft or damage to goods or property left on the premises. Furthermore the Council will not be held responsible or liable for costs incurred for the storage, removal or disposal of items left on the premises after the hire period has lapsed or expired.
- d. IN RELATION TO USE OF ANY SPACE ON THE PREMISES
- i. make available the spaces booked by the client for the client's use
  - ii. confirm in writing a full roster of dates, times and spaces booked as part of the letting periods, and notify the client of the status of bookings whether provisional or confirmed
  - iii. provide heat and light in the indoor spaces to a sufficient level as shall be appropriate for general use
  - iv. confirm in writing to the client any change made to confirmed bookings
  - v. provide for any use of the premises either a member of qualified staff to act as the duty manager, who shall be able to provide access to the premises and take charge in the event of an evacuation, or alternatively give instructions to the client of the correct procedures to be followed in the event of an emergency
  - vi. retain at all times the sole and exclusive right of superintendence and control of all persons on the premises
  - vii. have the right to:
    1. offer and hire any of the hired spaces to other clients outside of the letting periods
    2. offer the client a non-exclusive hire of a space in the premises, for example to allow another client to store items in the space at the same time as the client shall hire the remainder of the space, but not do this in such a way as to obstruct the activities or which the client has hired the space
    3. refuse permission for the repositioning or removal of any item of equipment fixture or fitting on the premises
    4. stop any work or activity being undertaken by the client that it considers unsafe
    5. disconnect and/or remove any item of electrical equipment which has not been Portable Appliance Tested or is in the assessment of the duty manager unsafe, and where necessary to require the removal of the item by the client or otherwise confiscate such an item and store securely until the end of the letting periods
    6. under no circumstances be liable for loss or damage to properties, equipment or any other effects which have been brought onto and/or stored on the premises by the client or any member or employee of the client, even where a member of Council staff has given assurances in relation to its protection
  - viii. have the right, but not the obligation to offer a suitable alternative space to the client if safety or other requirements should necessitate the withdrawal of the hire of the space initially agreed without breaching this agreement.
- e. AT EVENTS WHERE FOOD OR DRINK ARE TO BE CATERED BY ANYONE OTHER THAN THE COUNCIL
- i. have the right to review method statements and food hygiene certificates for caterers and where doing so give a timely decision on its acceptance or rejection of the caterer to be engaged for the event
- f. WHERE THE SPACE IS HIRED FOR A PRIVATE FUNCTION THAT DOES NOT INCLUDE A PERFORMANCE
- i. provide a briefing, written or in person, for ushers or stewards supplied by the client
- g. RELATING TO THE PROVISION OF SERVICES BY THE COUNCIL
- i. TECHNICAL AND AV EQUIPMENT AND SERVICES
    1. subject to availability and any prior reservation, hire and reserve to the client the equipment requested by the client in its technical return
    2. notify the client at least two weeks prior to the first event or performance in the letting periods if equipment requested by the client should no longer be available to hire

3. support and advise on hired technical services and equipment only to the extent of ensuring equipment is operational, unless explicitly agreeing in writing, prior to the commencement of the letting periods, to provide additional support, and then only to the extent specified
4. not provide support on free technical services such as WiFi, which are supplied on an as is basis, nor accept any responsibility for the consequences of technical difficulties with these services.
5. advise the client of any changes that shall be made to any previously specified hours or services that result from alterations to or further explication of the specifications for technical work initially made by the client and acknowledged by the council
6. provide at the end of the letting periods, details of the hours worked by technical personnel and equipment hired and periods

14. CANCELLATIONS (include ONLY ONE set of clauses)

- a. If the client elects to cancel the whole or any part of its bookings or services under the letting periods
  - i. with more than three calendar months before the first affected booking,
    1. The client shall forfeit its deposit to the Council
  - ii. with fewer than three calendar months but more than six working weeks before the first affected booking
    1. the client shall pay to the Council 50% of all fees that would have been due should the booking have proceeded to its original schedule, including, but not limited to
      - a. space hire fees
      - b. duty management fees
      - c. fees for services provided by other staff
      - d. any liabilities incurred by the council on the client's behalf
  - iii. with fewer than six working weeks before the first affected booking
    1. the client shall pay to the Council all fees that would have been due should the booking, have proceeded to its original schedule, including, but not limited to
      - a. space hire fees
      - b. duty management fees
      - c. fees for services provided by other staff
      - d. any liabilities incurred by the council on the client's behalf
- b. The Council may cancel, without breaching this agreement, the whole or any part of the client's bookings under the letting periods
  - i. if the cancellation is for any of the following reasons, the client shall pay all hire fees that would have been due should the letting periods have gone ahead as normal.
    1. the client disregards safety advice given by the Council
    2. the client does not comply in a timely fashion with any obligation in this agreement
    3. the client does not make in a timely fashion any payment owed to the Council relating to the current or any other agreement
    4. the client disregards an obligation to a third party in such a way as to render the continuation of the event unconscionable by the Council
    5. the client through its activities or omissions breaches statute or is likely in the Council's view to breach statute
  - ii. if the cancellation is for any of the following reasons, the Council's liabilities shall be limited to refunding any fees already paid for the affected booking, which may only be a part of the fees for the letting periods at large, which shall be regarded by the client as full and final settlement for any inconvenience or loss caused by the cancellation
    1. the Council closes the building because severe weather or other circumstances make it unsafe to operate, even though your full event team are

- available to run the event
- 2. the Council needs to use the building for a different purpose on an emergency basis
- 3. the council is unable to provide a duty manager or otherwise staff the event in a way that meets statutory health and safety requirements, excluding the obligation to provide ushers

## 15. TERMINATION OF THE AGREEMENT

- a. The Council shall be entitled to terminate this agreement forthwith by written notice at any time, if any of the following should occur:
  - i. the client shall be in breach of any of the terms of this agreement
  - ii. the client shall enter into any arrangement with its creditors or enter into liquidation, either voluntary or compulsory except for the purpose of reconstruction or have a receiver of any of its assets appointed or if any of the client's effects in the premises shall be seized or threatened under any execution of distraint.
  - iii. the Duty Manager or General Manager may be of the opinion that continued use may constitute an infringement of the law, the Premises Licence, or would not be in the interest of the good management of the premises. The Council may, in a matter of public importance or emergency require use of the premises. If this agreement is terminated pursuant to any of the provisions contained in this clause, the client shall have no claims for any payment by way of damages or compensation arising out of, or in respect of the termination.
  - iv. due to circumstance beyond the control of the management of the premises the premises is used or required to be used by the local authority or government for a public event or for any legitimate reason deemed to be in the interest of public protection and safety.
  - v. the theatre premises licence shall be liable to forfeiture by reason of any act of omission or commission by the client.
  - vi. if the Council are of the opinion that continued service would constitute an infringement of the law, or otherwise not be in the interest of the good management of the Hillingdon Box Office.
  - vii. Any termination of this agreement shall be without prejudice to any right which may have previously accrued to either party.