

HIRE TERMS AND CONDITIONS

This Agreement constituting the Hire Booking Form and these Terms and Conditions is made between the Hirer and the Venue. The parties agree that the hiring will be carried out in accordance with this Agreement.

The venue is operated by The Churches Conservation Trust (CCT) St Peters Street, Northampton, Northamptonshire, NN1 1FH Registered Charity No. 258612 and this agreement is between the Hirer and The Churches Conservation Trust.

1. Definitions and Interpretation

1.1. The Venue – means Sudbury Arts Centre, St Peter's, Market Hill, Sudbury Suffolk CO10 2EA as operated by the CCT.

1.2. The Hirer – means the person or organisation as set out on the Hire Booking Form.

1.3. The Premises – means either or all the main nave/chancel/south chapel/gallery at Sudbury Arts Centre, St Peter's, Market Hill, Sudbury, Suffolk CO10 2EA.

1.4. The Building – means Sudbury Arts Centre, St Peter's, Market Hill, Sudbury, Suffolk CO10 2EA

1.5. The Amount Due – means the amount excluding VAT that the Hirer is required to pay to The CCT as confirmed in writing by the venue.

1.6. The Period of Hire – means the period set out on the Hire Booking Form

2. Maximum capacity

2.1. The Hirer will not exceed the maximum capacities for the Premises.

2.2. The maximum capacities are as follows: Whole venue seated 250 people / whole venue standing 450 people / gallery only 50 people.

2.3 Certain events will prohibit the use of the chancel and gallery and this will be clarified with you depending on the nature of your event.

3. Use of Premises

3.1. The Hirer shall not use the Premises for any purpose other than that described on the 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.
- For functions attended by people whose presence may cause unrest or division within the community.
- 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.
- Sudbury Arts Centre is determined in its provision of services, policies & procedures to seek to show respect to all users irrespective of: age, disability, gender reassignment, marriage or civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation, and will not tolerate any behaviour inconsistent with this approach by you, your representatives or your guests.
- 3.2 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. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.
 - 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.

4. Licences

4.1. Where applicable, 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.

4.3. Our premises are licenced and The Hirer shall not apply for a Temporary Event Notice without the written permission of the Venue.

4.4. 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.

5. Health and Safety Compliance

5.1. The Hirer shall comply with all requests of the Venue and must supply any documents requested promptly.

5.2. 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. A copy of the risk assessment must be supplied to the Venue at least 28 days before the first date of the Period of Hire.

5.3. It is the Hirer's responsibility to ensure where possible that an attendees' record sheet is available should the Venue need to be evacuated.

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

- a. fire evacuation procedures, routes, refuge point and assembly point
- b. must provide their own telephone for use in case of emergency
- c. location of first aid kit
- d. location of the accident reporting book

5.5. The Hirer shall

- a. ensure clear and unobstructed access and egress is maintained to all emergency exits in the Premises
- b. ensure fire doors in the Premises are not be propped or left open at any time
- c. familiarise visitors with the fire evacuation routes, fire refuge points and the fire assembly point
- d. appoint fire wardens who are trained in emergency procedures

6. Electrical Appliance Safety

6.1. The Hirer shall ensure that any electrical appliances intended to be used by the by the Hirer at the Premises shall be PAT tested, and details submitted to the Venue 28 days prior to the booking.

7. Alterations

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

7.2. The Hirer must not affix anything to any surface in the venue, including the floors and walls. Sudbury Arts Centre is housed within Grade I listed St Peter's historic church and must be respected as such.

7.3. The Hirer will not damage any of the decorations, fixtures and fittings or other equipment in the Venue.

7.4. The Hirer will not remove any decorations, fixtures or fittings or other equipment from the venue. In the event that you or your guests damage/remove any part of the Venue, you will be held liable for all costs incurred by the Venue.

8. General regulations

8.1. 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.

8.2. 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.

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

9. Nuisance

9.1. 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 neighbouring premises.

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

10. Children & Vulnerable Adults

10.1. The Hirer shall ensure that where an event involves activities aimed predominantly at children or vulnerable adults, they have appropriate Safeguarding protection policies and procedures in place. The Venue reserves the right to obtain a copy of the Hirer's Safeguarding policy.

11. Charges, Confirmation and Cancellation

11.1. The booking will be confirmed on payment of 50% of the full hire fee and acceptance of the booking by the Venue in writing.

11.2. 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.

11.3. Where the booking is cancelled by the Hirer between 48 and 28 days from the event date, 50% of the booking fee will be charged. If the booking is cancelled less than 28 days before the first day of the event the Amount Due must be paid in full.

11.4. Any deposit paid is non-refundable unless within the cancellation policy terms. Any remaining balance will be invoiced after the event (within 7 days) and payment must be made within 14 days of receipt of our invoice.

12. End of Hire

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

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

12.3. Additional charges may apply where the Hirer fails to comply with clause 18.1 and 18.2.

15. Payment and Amount Due

15.1. The Hirer shall make payment of the Amount Due plus VAT within 14 days of the date of the invoice.

15.2. 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.

15.3. The details of the Amount Due are set out on the Hire Booking Form. VAT may be payable in addition to the Amount Due depending on the nature of the hire. The Venue updates room hire charges from time to time. The Venue will give 10 days' notice of any increase in the Amount Due.

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

16. Insurance

16.1. 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.

16.2. The Hirer shall BE RESPONSIBLE FOR PROVIDING A FULL RISK ASSESSMENT FOR THEIR EVENT AND maintain Public Liability Insurance in the sum of not less than £5,000,000, in place for the use the Premises during the Period of the Hire. A copy of the Hirer's Public Liability Insurance Certificate AND RISK ASSESSMENT shall be provided to the Venue not less than 28 days before the first date of the Period of Hire.

17. Data Protection

17.1. Personal data supplied on the 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.

18. Care of Premises and Equipment

18.1. 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.

18.2. 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.

19. Loss or damage

19.1. 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.

20. Advertising

20.1. No advertising shall be displayed at the Building including on external railings without the written permission of the Venue.

20.2. Any artwork or other advertising for the event must state that the Venue is **Sudbury Arts Centre**

20.3 A charge of £100 shall apply where the Hirer fails to comply with clauses 20.1 and 20.2.

21. General Terms

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

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

21.3. The Venue endeavours to be accessible to a diverse audience on a fair and equal basis and will not permit public promotion of any specific religious or political beliefs to the detriment of others.

21.4. The Hirer shall engage with the Venue's Safety staff when requested.

21.5. 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.

21.6. 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.

21.7. 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