

## **Venue Hire Agreement**

Between the Mayor and Burgesses of the London Borough of Newham

And

The Customer

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## VENUE HIRE AGREEMENT

### HIRE DETAILS

DATE:

Booking No:	[ADD DETAILS]
Customer:	[ADD DETAILS]
Customer's address:	[ADD DETAILS]
Customer's Representative:	Name: [ADD DETAILS] Title: [ADD DETAILS] Email: [ADD DETAILS] Telephone: [ADD DETAILS] Postal Address: [ADD DETAILS]
Event:	[ADD DETAILS]
Date of event:	[ADD DATE]
Hire Period Start Time:	[ADD TIME]
Hire Period End Time:	[ADD TIME]
Event Start Time:	[ADD TIME]
Event End Time:	[ADD TIME]
Venue:	[ADD DETAILS]
Number of guests (guaranteed minimum):	[ADD DETAILS]
Catering services:	[ADD DETAILS], as further detailed in the Schedule.
Additional services or equipment:	[ADD DETAILS OF ADDITIONAL SERVICES AND / OR EQUIPMENT TO BE PROVIDED BY THE COUNCIL] as further detailed in the Schedule.
Deposit:	£[ADD AMOUNT]
Charges:	£[ADD AMOUNT]
Special terms:	[ADD DETAILS]
Schedule:	Schedule: Services and equipment

This Agreement is dated [ADD DATE]

## **Parties**

This Agreement is made between:

- (1) The Council; and
- (2) The Customer.

If there is any conflict or ambiguity between the terms of the documents listed in the immediately below agreed terms in clause 1 Interpretation and the Schedule, a term contained in clause 1 Interpretation has priority over a term contained in the Schedule.

## **Agreed terms**

### **1. Interpretation**

1.1 In this Contract, the following definitions apply:

**Agreement:** this agreement between the Council and Customer.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in England are open for business.

**Business Hours:** the period from 9.00am to 5.00pm on any Business Day.

**Charges:** the charges payable by the Customer for the hire of the Venue and the supply of the Services, as set out in the Hire Details.

**Contract:** this contract between the Customer and the Council for the hire of the Venue and supply of the Services in accordance with the Hire Details, these Venue Hire Conditions and the Schedule and documents referred to in it.

**Council:** the Mayor and Burgesses of the London Borough of Newham of Newham Town Hall, Barking Road, London, E6 2RP.

**Customer:** the organization or person whose identity and address for service are set out in the Hire Details.

**Customer's Representative:** the person whose name and details are set out in the Hire Details.

**Deposit:** the deposit to secure the booking, as stated in the Hire Details.

**Event:** the event or function for which the Customer is hiring the Venue, as specified in the Hire Details.

**Front Of House Officer:** the person who is nominated by the Council to manage the operation and running of Events.

**Group:** a Party's subsidiaries or holding companies, and any subsidiaries of a Party's holding companies.

**Hire Period:** the period of time agreed for the hire of the Venue between the Hire Period End Time and the Hire Period Start Time as described in the Hire Details, to include any period of time to set up and clear the Venue.

**Hire Period End Time:** the time stated as the hire period end time in Hire Details.

**Hire Period Start Time:** the time stated as the hire period start time in the Hire Details.

**Party:** in the singular the Council or the Customer and in the plural the Council and the Customer.

**Services:** the supply of catering services and consumables, and any additional services or equipment, at the Event as specified in the Hire Details.

**Venue:** the property, or area or rooms within the property, to be hired by the Customer, as specified in the Hire Details.

**UKGDPR:** the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

- 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 are interpreted as illustrative and are not limit the sense of the words preceding those terms.
- 1.4 A reference to **writing** or **written** includes email.

## **2. Confirmation of hire**

- 2.1 The Council must hold venue bookings provisionally for fourteen (14) calendar days following initial inquiry, or if such time is not available before the date of the Event, for a maximum of 24 hours. After this time, the Council reserves the right to release the provisional booking.
- 2.2 This Contract comes into effect on the date of the Contract, or the date that the Deposit has been paid to the Council in cleared funds by the Customer, if later. Until that time, bookings for hire will be treated as provisional.

### **3. Supply of services**

- 3.1 The Council must supply the Services to the Customer during the Hire Period, subject to any specific timings agreed in writing by the parties before the Event.
- 3.2 In supplying the Services, the Council must:
- (a) perform the Services with reasonable care and skill;
  - (b) use reasonable endeavours to perform the Services in accordance with the service description set out in the Schedule;
  - (c) comply with all applicable laws, statutes, regulations and codes from time to time in force;
- 3.3 The Council has the right to provide the Services at the Venue.
- 3.4 The Customer may use any third party caterers into the Venue with the prior written consent of the Council. If the Customer chooses to use its own professional caterer, the Customer must be charged a kitchen hire fee, which will be included in the Charges in the Hire Details above.
- 3.5 If the Customer is using a third party caterer, the Customer must supply the Council with the name and address of the caterer, a copy of their liability and indemnity insurance certificate along with a copy of their current food hygiene certificate at least two weeks prior to the Event. In certain circumstances a food management plan may be also be requested.
- 3.6 The Customer is responsible for leaving the kitchen to the high standard in which it was given. If the kitchen is considered to be in an unsatisfactory condition on arrival, this must be reported to the Front Of House Officer immediately and before any equipment is used.
- 3.7 The Customer is responsible for removing and disposing of all food waste, recycling and other rubbish.
- 3.8 If the Customer intends to provide alcoholic beverages, the Front Of House Officer will be booked to supervise this aspect of the Event.
- 3.9 The Customer may hire the bar for an agreed fee, which will be included in the Charges. The Customer needs to stock and empty the bar at its own expense and provide its own bar staff.

#### **4. Licence and use of Venue**

4.1 Subject to clause 8, the Council grants the Customer a right for the Hire Period to enter and use the Venue for the Event in accordance with the terms of this Contract. The Customer acknowledges that:

- (a) the Customer has the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the Council and Customer by this agreement; and
- (b) the Council retains control, possession and management of the Venue and the Customer has no right to exclude the Council from the Venue. The Council reserves the right to enter the Venue at all times during the Hire Period, including to supply the Services.

4.2 The Customer must:

- (a) not use the Venue other than for the Event;
- (b) not do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Council or to any other customers of the Council, or any owner or occupier of neighbouring property;
- (c) comply (and ensure that its staff and agents comply) with the terms of this Contract and any instructions or notices from the Council, and use reasonable efforts to ensure that any guests or other persons present at the Event so comply;
- (d) permit the Council to search all containers, bags, boxes and equipment coming into or leaving the Venue, including those brought onto the Venue by guests during the Hire Period;
- (e) not cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;
- (f) not smoke or permit smoking (including e-cigarettes) anywhere in the Venue;
- (g) not fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue;
- (h) not display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without the prior written consent of the Council such consent not to be unreasonably withheld;
- (i) not alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the Council;

- (j) use any equipment provided by the Council, as specified in the Hire Details, for its proper purpose and in accordance with any instructions provided by the Council regarding its use;
- (k) leave the Venue in a clean and tidy condition and to remove the Customer's decorations, displays and any other Customer equipment from the Venue at the end of the Hire Period;
- (l) ensure that all guests leave the Venue by Hire Period End Time;
- (m) not bring or permit to be brought any animal onto the Venue without the prior written consent of the Council, with the exception of assistance dogs within the meaning of the Equality Act 2010;
- (n) not sublet the Venue or any part of it;
- (o) ensure there is present throughout the Hire Period a person being the Customer or a nominated representative of the Customer who accepts responsibility for ensuring the effective control and supervision of the Venue and every person in it and for compliance with the Contract, and make that person known to the duty Front Of House Officer at the commencement of the Hire Period;
- (p) to provide a minimum of four (4) stewards to assist in evacuating the building in the event of an emergency if the Main Hall is being hired (for all other rooms a minimum of two (2) stewards must be available);
- (q) to confirm the room layout or plan two (2) weeks prior to the event;
- (r) to not cause or permit any person connected with the hiring to drive nails, screws or other fixings into the walls or floors or into any furniture or fittings or permit to be done anything likely to cause damage to the building or any such furniture or fittings;
- (s) to not affix any notice, decoration, drapery, or other item to any part of the Venue, building or to the furniture or fittings in it by adhesive tape or adhesive substance without prior permission;
- (t) to ensure all exhibition stand construction are prefabricated. No painting or making good with alternative products will be allowed at the Venue;
- (u) to seek prior consent from the Council in writing to display decorations, flags, emblems, air-filled, streamers or confetti either externally or internally. Where such consent is given, it will be conditional on the use of non-flammable material or material treated with an approved fireproofing substance;
- (v) to not use gas filled or helium balloons;
- (w) to ensure all floors, walls, entrances, furnishings, equipment, etc. relating to the Venue are protected during the building and dismantling. The Customer must not move furniture in Main Hall without prior agreement from the Council in writing and without a Council representative being present;

- (x) to repay to the Council on demand the cost of reinstating or replacing any part of the Venue or any property whatsoever belonging to the Council in or upon the Venue which is damaged, destroyed, stolen or removed during the period of hiring.

4.3 Limited car parking facilities are available for guests. The Customer is responsible for providing the vehicle registration number for vehicles that it will be using the car park in advance and for parking management. If required, the Council can provide parking management services at an additional cost.

4.4 The Customer must ensure that the guests behave in a responsible and safe manner at the Event, and the Council reserves the right to remove or require the Customer to remove guests that do not do so from the Event and the Venue.

## **5. Guest numbers and dietary information**

5.1 The Hire Details indicate the guaranteed minimum number of guests attending the Event.

5.2 The Customer must confirm the final catering numbers at least seven (7) Business Days before the Event. Charges for the Services will be calculated on the final catering number or the number actually attending, whichever is the greater. Where the final catering numbers are less than the guaranteed minimum number of guests specified in the Hire Details, the Customer must pay the Charges based on the guaranteed minimum number.

5.3 Special dietary requirements should be notified to the Council no later than fourteen (14) Business Days before the Event. Provision of special dietary requirements is included within the Charges.

## **6. Charges and payment**

6.1 The Customer must pay the Charges in accordance with this clause 6.

6.2 The Council must invoice the Customer for the Deposit, which is payable by the Customer on the date of the Contract.

6.3 The Council must issue an invoice for the Charges, which is payable by the Customer no less than thirty (30) Days before the Event. If the booking is made less than thirty (30) Days before the Event, the Customer is liable to pay the Charges in full at the time of booking along with the Deposit.

- 6.4 The Council may issue an additional invoice after the Event for any further Charges due which were not included in the invoice issued pursuant to clause 6.3. Such Charges may include those payable for any final alterations to the Services, or for guests attending the Event in excess of the number estimated by the Customer pursuant to clause 5.2. Charges invoiced pursuant to this clause 6.4 are payable by the Customer within seven (7) days of receipt. The Council reserves the right to take payment in full or part of any additional Charges from the Deposit paid by the Customer.
- 6.5 All amounts payable by the Customer exclude amounts in respect of value added tax (VAT), which the Customer is liable to pay to the Council at the prevailing rate, subject to receipt of a valid VAT invoice.
- 6.6 If the Customer fails to make any payment due to the Council under the Contract by the due date for payment, then, without limiting the Council's remedies under clause 8, the Customer must 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, but at 4% a year for any period when that base rate is below 0%.
- 6.7 All amounts due under the Contract must be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.8 In addition to the Charges the Deposit is payable against breakage, damage, or additional costs incurred by the Council arising from, or as a direct result of, the Event, and not covered by the Hire Agreement. The Deposit will be returned to the Customer within twenty eight (28) days after the end of the Event provided that there is no damage or other costs arising from the Event.

## **7. Liability**

- 7.1 The Customer must obtain public liability insurance cover with a minimum limit of indemnity of two million pounds (£2 000 000) in respect of all risks which may be incurred by the Customer, arising out of the Event and provide evidence that it has that insurance to the Council.
- 7.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence; and
  - (b) fraud or fraudulent misrepresentation.
- 7.3 Subject to clause 7.2, the Council is not liable for:

- (a) the death of, or injury to, the Customer or that of the Customer's employees, contractors or any other guests or invitees to the Venue; or
  - (b) damage or theft of any property of the Customer or that of the Customer's employees, contractors or other guests or invitees to the Venue, except to the extent that such damage or theft arises from the negligence of the Council.
- 7.4 Subject to clause 7.2 and clause 7.3, the Council's total liability to the Customer must not exceed the value of the Charges.
- 7.5 Subject to clause 7.2 and clause 7.3, the Council is not responsible or liable for the following types of loss by the Customer:
  - (a) loss of profits
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) loss of use or corruption of software, data or information;
  - (f) loss of or damage to goodwill; and
  - (g) indirect or consequential loss.
- 7.6 The Customer must indemnify the Council, its officers, contractors and agents from and against all claims, demands, actions, expenses, damages, penalties or proceedings arising out of or in any way connected with the hiring in respect of:
  - 7.6.1 Any loss, theft, or damage of or to any property of any person not privy to this Contract in or upon the premises;
  - 7.6.2 The death or injury howsoever or whomsoever caused of or to any person which occurs while such person is in or upon the premises or any part of them, or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury.
- 7.7 The Customer is responsible for any loss or damage to clothing or other property and for any claims arising out of use of the cloakrooms, occurring during any period of time which the premises are occupied by the Customer under this Contract, and may if they so desire provide one or more attendants.
- 7.8 The Council is not responsible or liable in respect of any loss, theft or damage howsoever or by whomsoever caused of or to any goods or property whatsoever of the Customer in or upon the premises or deposited with any officer or servant of the Council.

- 7.9 The Council is not liable for any loss suffered by the Customer as a result of the breakdown of equipment, a failure in the supply of electricity, any penetration of water, a fire or explosion, a government restriction or an act of God which may cause the Venue to be temporarily closed or the hiring to be interrupted, curtailed or cancelled.

## **8. Cancellation**

- 8.1 The Council may cancel the Contract with immediate effect by giving the Customer or Customer's Representative notice in writing if:

- (a) the Customer fails to pay any amount due under the Contract on the due date for payment;
- (b) the Customer commits a material breach of any term of the Contract;
- (c) the Customer takes or has taken against it any step or action towards its entering bankruptcy, administration, provisional liquidation or any composition or arrangement with its creditors, applying to court for or obtaining a moratorium under Part 1A Insolvency Act 1986, being wound up (whether voluntarily or by order of the court), being struck off the register of companies, having a receiver appointed to any of its assets, or its entering a procedure in any jurisdiction with a similar effect to a procedure listed in this clause 8.1(c);
- (d) the Customer is unable to perform its obligations in connection with the Contract pursuant to clause 10.1;
- (e) there is any omission from or misstatement in the application form;
- (f) the premises are hired or used for any purpose for which they have not been approved
- (g) in the opinion of the Council or its authorised officers, the booking may be likely to lead to disorder or to anything contrary to sobriety, decency or good manners; and
- (h) the premises are required for any purpose connected with a parliamentary or local authority election.

- 8.2 The Customer may cancel the Contract by notice in writing to the Council.

- 8.3 If the Contract is cancelled under clause 8.1(a), clause 8.1(b), clause 8.1(c), clause 8.2, the Council will use reasonable endeavours to rebook the venue but reserves the right to charge a cancellation fee. Any sums already received by the Council (including the Deposit) under this Contract will be deducted from the cancellation fee. The cancellation fee is:

<b>Cancellation before the date of the Event</b>	<b>Cancellation fee</b>
Four (4) weeks but less than eight (8) weeks before the date of the event	Deposit retained
Less than four (4) weeks but one (1) week or more before the date of the event.	50% of the Charges
Less than one (1) week before the date of the event.	100% of the Charges

8.4 If the Contract is cancelled under clause 8.1(d), 8.1(e), 8.1(f), 8.1(g), 8.1(h) the Customer is liable for the full Charges and the Customer is liable to the Council for any costs, expenses and losses incurred by the Council. The Customer must, if the Council think fit, pay any extra expense the Council may incur for engaging police officers or security personnel to preserve order.

8.5 On completion or cancellation of the Contract for whatever reason:

- (a) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation remains in full force and effect; and
- (b) completion or cancellation of the Contract does not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of completion or cancellation.

## **9. Data protection**

9.1 Each party must at its own expense ensure that it complies with and assists the other party to comply with the requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the UKGDPR and Data Protection Act 2018 and regulations made under it.

## **10. General**

**10.1 Force majeure.** Neither party is in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. If a Party fails to perform its obligations because of events, circumstances or causes beyond its reasonable control, the time for performance of the obligations is extended accordingly.

## **10.2 Assignment and other dealings**

- (a) The Customer must not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the Council's prior written consent.
- (b) The Council 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 the Contract.

## **10.3 Confidentiality**

- (a) Each Party must not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other Party or of any member of the Group to which the other Party belongs, except as permitted by clause 10.3.
- (b) Each Party may disclose the other party's confidential information:
  - (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each Party must ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other Party's confidential information comply with this clause 10.3; and
  - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (c) The Parties must not use the other Party's confidential information for any purpose other than to perform its obligations under the Contract.

## **10.4 Entire agreement**

- (a) The Contract constitutes the entire agreement between the parties.
- (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it can have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

## **10.5 Variation.** No variation of the Contract is effective unless it is in writing and signed by the Parties.

## **10.6 Waiver**

- (a) A waiver of any right or remedy is only effective if given in writing and is not deemed a waiver of any subsequent right or remedy.

- (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, or prevent or restrict the future exercise of that or any other right or remedy.

**10.7 Severance.** If any provision of the Contract is or becomes invalid, illegal or unenforceable, it is deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision is deemed deleted. Any modification to or deletion of a provision under this clause 10.7 does not affect the validity and enforceability of the rest of the Contract.

#### **10.8 Notices**

- (a) Any notice given to a party under or in connection with the Contract must be in writing and:
  - (i) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office; or
  - (ii) sent by email to an email account that is currently in use if the recipient and sender have agreed that notices may be sent to and received at that email account
- (b) Any notice is deemed to have been received:
  - (i) if delivered by hand, at the time the notice is left at the proper address;
  - (ii) if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00 am on the second Business Day after posting;
  - (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (c) This clause 10.8 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.

**10.9 Third party rights.** This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

**10.10 Governing law.** The Contract, 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, is governed by, and construed in accordance with the law of England and Wales.

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

**10.12 Legislation.** The Customer must abide with all relevant statutes, orders and legislation or any statutory modification or reenactment of them and all other statutory provisions, and comply with all obligations and requirements of any licensing authority.

**Execution**

This Agreement has been entered into on the date stated at the beginning of it.

Signed by [ADD NAME] .....

for and on behalf of [ADD NAME OF CUSTOMER]

Signed by [ADD NAME] .....

for and on behalf of the Council

**Schedule 1    Services and equipment**