

Terms and Conditions of Hire

1. This Contract is made up of the following:

- (a) The Hire Details.
- (b) The Venue Hire Conditions.

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

Signed by

for and on behalf of

Signed by

for and on behalf of NEWQUAY TOWN COUNCIL

Agreed terms

1. Interpretation

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

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

Charges: the charges payable by the Hirer for the hire of the Venue as set out in the Hire Details.

Contract: the contract between the Hirer and the Supplier for the hire of the Venue in accordance with the Hire Details, and these Venue Hire Conditions and any documents referred to in them.

Permitted Use: the use for which the Hirer is hiring the Venue, as specified in the Hire Details.

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

Venue: the area or rooms within the Building, to be hired by the Hirer, as specified in the Hire Details.

- 1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory 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, description, definition, phrase or term preceding those terms.
- 1.4 A reference to **writing** or **written** includes email.

2. Confirmation of hire

- 2.1 Venue bookings shall be held provisionally for 7 calendar days following initial inquiry, or if such time is not available before the Hire Date, for a maximum of 24 hours. After this time, the Supplier reserves the right to release the provisional booking without notice to the Hirer.
- 2.2 This Contract shall come into effect on the date of the Contract, or the date that the Deposit has been paid to the Supplier in cleared funds by the Hirer, if later. Until that time, bookings for hire will be treated as provisional.

3. Licence and use of Venue

- 3.1 Subject to clause 6, the Supplier grants the Hirer a right for the Hire Period to enter and use the Venue for the Permitted Use in accordance with the terms of this Contract.
- 3.2 The Hirer shall have the non exclusive right during the Hire Period to use;
- (a) The common parts of the Building in so far as necessary for access to and egress from the Venue;
 - (b) The kitchen and toilet facilities on the ground floor of the Building.
 - (c) Parking spaces, if available, in the car park serving the Building on a first come first served basis.
- 3.3 The Hirer acknowledges that:
- (a) the Hirer shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the Supplier and Hirer by this agreement; and

- (b) the Supplier retains control, possession and management of the Venue and the Hirer has no right to exclude the Supplier from the Venue. The Supplier reserves the right to enter the Venue at all times during the Hire Period.

3.4 The Hirer agrees and undertakes:

- (a) not to use the Venue other than for the Permitted Use;
- (b) not to 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 Supplier or to any other Hirers of the Supplier, or any owner or occupier of the Building or any neighbouring property;
- (c) not to sell alcohol within the Building or Common parts;
- (d) to comply with the terms of this Contract and any written instructions, regulations or notices from the Supplier, and use reasonable efforts to ensure that any guests or other persons present so comply;
- (e) not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;
- (f) not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;
- (g) not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue;
- (h) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without the prior written consent of the Supplier such consent not to be unreasonably withheld;
- (i) not to 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 Supplier;
- (j) to leave the Venue in a clean and tidy condition and free of rubbish and to remove the Hirer's goods and equipment (if any) from the Venue at the end of the Hire Period;
- (k) not to bring or permit to be brought any animal onto the Venue without the prior written consent of the Supplier, with the exception of assistance dogs within the meaning of the Equality Act 2010.

4. Charges and payment

- 4.1 The Hirer shall pay the Charges in accordance with this clause 4.
- 4.2 The Supplier shall issue an invoice for the Charges, which shall be payable by the Hirer no less than 5 Business Days before the Hire Date.
- 4.3 All amounts payable by the Hirer exclude amounts in respect of value added tax (**VAT**), which the Hirer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 4.4 If the Hirer fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 6, 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, but at 4% a year for any period when that base rate is below 0%.
- 4.5 All amounts due under the Contract 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).

5. Liability

- 5.1 The Supplier has insurance cover in respect of its own legal liability for individual claims not exceeding £10 Million per claim. It is recommended that the Hirer obtains insurance cover in respect of all risks which may be incurred by the Hirer, arising out of the Permitted Use.
- 5.2 The restrictions on liability in this clause 5 apply to every liability arising in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.
- 5.3 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.
- 5.4 Subject to clause **5.3**, the Supplier shall not be liable for:

- (a) the death of, or injury to, the Hirer or that of the Hirer's employees, or any other invitees to the Venue; or
- (b) damage or theft of any property of the Hirer or that of the Hirer's employees, or other invitees to the Venue.

6. Cancellation

6.1 The Supplier may cancel the Contract with immediate effect by giving the Hirer or the Hirer's authorised representative notice in writing if:

- (a) the Hirer fails to pay any amount due under the Contract on the due date for payment;
- (b) the Hirer commits a material breach of any term of the Contract; or
- (c) the Hirer is unable to perform its obligations in connection with the Contract pursuant to clause **8.1**

6.2 The Hirer may cancel the Contract by notice in writing to the Supplier or Supplier's authorised representative.

6.3 If the Contract is cancelled the Supplier reserves the right to charge a cancellation fee. Any sums already received by the Supplier under this Contract will be deducted from the cancellation fee. The cancellation fee shall be:

Cancellation before the date of the Event	Cancellation fee
8 weeks before the date of the event.	0% of the Hire Charge
More than 2 weeks but less than 8 weeks before the date of the event	50% of the Hire Charge
Less than 2 weeks before the date of the event.	100% of the Hire Charge

7. Data protection

7.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory

requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any successor UK legislation, as well as (ii) the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable European Union regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the UK).

8. General

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

8.2 Assignment and other dealings

- (a) The Hirer shall 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 Supplier's prior written consent.
- (b) The Supplier 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.

8.3 Entire agreement

- (a) The Contract 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.
- (b) Each party acknowledges that in entering into the Contract 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 the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

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

8.5 Waiver

- (a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A failure or delay by a party to exercise any right or remedy provided under the Contract 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 the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

8.6 Notices

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office; or
 - (ii) sent by email to the address specified in the Hire Details.
- (b) Any notice or communication shall be 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 working day delivery service, at 9.00 am on the second Business Day after posting;
 - (iii) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause **8.6(b)(iii)**, business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in England.
- (c) This clause **8.6** 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.

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

8.8 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, shall be governed by, and construed in accordance with the law of England.

- 8.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with