

# HIRE AGREEMENT TERMS & CONDITIONS

These should be read in conjunction with the Operational Conditions and Booking Confirmation. This Hire Agreement is entered into between Teesside University Students' Union – 'TUSU' & The Client (as referred to in the Booking Confirmation)

**1. Confirmation.** All bookings are considered provisional until a contract has been confirmed. Confirmation shall be deemed to have occurred upon the return of a signed copy of the Booking Confirmation by the Client or payment of the room hire charges, whichever is sooner. Confirmation of all final booking requirements (including final delegate numbers and catering selections) must be made by the Client at least 14 days prior to the event. If confirmation of requirements is not received within this period, TUSU reserves the right to release the booking and re-let the facilities. Furthermore, if the Client fails to confirm final requirements by the deadline, TUSU reserves the right to fulfil the event based on the best information available, and any additional costs incurred to meet last-minute requests will be passed on to the Client.

**2. Licence.** In consideration of the payment by the Client of the event cost TUSU hereby grants the Client the right and licence for the hire period as stated in the booking confirmation. This licence is for the purposes only of the event and in accordance with the Operational Conditions of TUSU.

**3. Rates and Payments.** On receipt of the Booking Confirmation, the Client shall pay 100% of the room hire charges. Until this charge is paid, TUSU reserves the right to re-sell the space. An invoice will be issued to the customer for all other event charges (including but not limited to catering, staffing, and AV) to be settled in full 14 days prior to the event, unless an alternative payment plan has been agreed in writing. If the final balance is not paid by the due date, TUSU reserves the right to cancel the booking and retain all sums already paid. Furthermore, TUSU reserves the right to refuse admission to the event until all outstanding sums are cleared. Unless otherwise stated in the Booking Confirmation, all charges and fees paid to TUSU are exclusive of VAT.

**4. Cancellation Charges.** The "Total Event Cost" is defined as the total sum of all fixed charges (including room hire, AV, staffing) and variable charges (including catering) based on the final numbers confirmed by the Client or, if not confirmed, the numbers estimated in the Booking Confirmation. If the Client terminates this Hire Agreement, TUSU shall be entitled to retain the room hire fee. The Client shall also be liable to reimburse TUSU for any third-party costs incurred by it in connection with this agreement that are non-recoverable. If the Client cancels the event within 28 days of the event date, the full Total Event Cost shall become immediately due and payable to TUSU.

**5. Right of Entry.** TUSU reserves the right to enter any part of the venue at any time during the hire period.

**6. Force Majeure.** TUSU will not be liable for any loss or damage caused by, suffered or incurred by the Client which causes the breakdown of machinery, failure of supply of electricity or other utilities, leakage of water, fire flood, explosion, strike or labour dispute, external road or building works, Government controls, restrictions or prohibitions or any other Government act or omission whether local or national, act of terrorism or any circumstances outside the control of TUSU which may cause the event to be interrupted or cancelled. In the event that TUSU is forced to cancel the event due to a Force Majeure event, TUSU shall notify the Client as soon as reasonably practicable. TUSU shall refund the Client all sums paid under this agreement but shall have no further liability whatsoever to the Client arising from such cancellation.

**7. Contractors and Agents.** The terms of this Hire Agreement shall apply to the Client's agents and contractors, and the Client shall be responsible for ensuring the compliance of such agents and contractors.

**8. Conduct.** The client shall use the venue so that it is at all times maintained in a clean, tidy and safe condition.

The Client shall ensure that no person:

- a) Fixes anything to the structure or contents of TUSU.
- b) Marks, soils, or damages the structure or contents of TUSU
- c) Paints or constructs (save by way of approved prefabricated components) any object or structure inside TUSU or
- d) Leaves anything in, or in any way obstructs an emergency exit or emergency stairwell or obstructs any notice of any emergency exit.

The Client agrees and undertakes as follows:

- a) To conduct, promote and manage the event in a reputable, lawful and orderly manner having due regard to the settings and surroundings and the integrity and reputation of TUSU.
- b) To use all reasonable endeavours not to do or permit or suffer to be done in the venue any act or thing which may become a nuisance, damage, annoyance or disturbance to TUSU, any licensees of TUSU or to the owners or occupiers of any neighbouring property.
- c) To comply with the terms of this agreement and ensure that all the Clients staff, agents and sub-contractors comply in all respects with the provisions of this agreement and any instructions or notices from TUSU from time to time and to make all reasonable efforts to ensure that any guests or other persons present at or involved with the event so comply, and
- d) To comply with all reasonable instructions of the appointed TUSU representative or such other person as nominated by the appointed TUSU representative to act on his behalf in relation to the use of the venue.

**9. Termination by TUSU for breach or anticipated breach.** If the Client, his agents, licensees, guests or delegates or any person using TUSU in connection with the Hire Agreement or the event breaches or fails to observe or perform any of the terms of this Hire Agreement, or if the Client fails to secure their observance of performance or is the subject of an Insolvency Event or if it appears to TUSU that:

- a) The Client intends to use TUSU for any purpose other than the event specified in the Hire Agreement, or
- b) The event may lead to a breach of the peace, or acts of violence may occur or damage may be caused to TUSU or its contents, or
- c) The nature of the event or of any item in its programme is such as to render it undesirable that it should take place in a building under the control of TUSU then TUSU may, without prejudice to any accrued rights against the Client forthwith and without notice terminate the Hire Agreement.

Upon such termination:

- a) The Client shall immediately vacate TUSU and ensure that his agents, licensees, guests, delegates or any other person using TUSU in connection with the Hire Agreement or the event leave TUSU immediately.
- b) TUSU shall be entitled to retain all sums paid under the Hire Agreement and the Client shall be liable to pay forthwith the balance of any charges payable under or in connection with the Hire Agreement, and any costs incurred by TUSU or for which TUSU may become liable in connection with the event but without prejudice to any rights and remedies of TUSU in respect of such omission, and
- c) The Client shall have no claims against TUSU for any costs, expenses, loss or damage they may sustain or have sustained for any such costs, expenses, loss, damage or liability it may incur or have incurred in consequence of such termination by TUSU.

**10. Indemnity.** The Client shall indemnify and keep indemnified TUSU against all liabilities, claims, damages, losses, and expenses (including legal fees) arising out of or in connection with: (a) any

breach of this Hire Agreement or the Operational Conditions by the Client, its agents, contractors, guests, or delegates; (b) any act or omission of the Client, its agents, contractors, guests, or delegates at the Venue; (c) any claim for infringement of intellectual property rights arising from the Client's event materials or theming.

**11. Complaints.** Any complaint arising from the hiring of the venue must be made in writing to TUSU's appointed representative within 3 working days after the expiration of the hire period.

**12. Entire Agreement.** This Hire Agreement and the following listed constituent parts constitute the entire agreement and understanding between the parties.

- a) Booking Confirmation
- b) Operational Conditions

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## OPERATIONAL CONDITIONS

These should be read in conjunction with the Hire Agreement and Booking Confirmation.

**1 Access Times.** The Client may only access the venue during the agreed hire period unless prior agreement has been made between TUSU representative and the Client. If the Client or any agent or contractor of his fails to vacate the venue by the end of the hire period or to remove from the venue anything brought into the venue for the purposes of, or in connection with the event, the Client shall be liable to pay TUSU on demand, without prejudice to the costs incurred by TUSU as a result of that failure, the amount of any other person delayed in or prevented from, obtaining access to the venue of TUSU for a subsequent event.

**2 Catering and hospitality.** Any food or beverage provision must be supplied by TUSU. No food or drink should be brought into the Venue unless prior authorisation has been agreed.

**3 Cleaning.** The Client must leave the venue at the end of the event in the same condition that it is received. The Client shall no later than the end of the hire period remove from TUSU anything which has been brought in by the Client including, without limitation, all event literature, display materials and boxes used for the purposes of or in connection with the event. Standard cleaning of the venue once the guests have departed is included in the hire charge. The authority reserves the right to make additional charges to cover the cost of any special cleaning requirements if the Client has not, in TUSU's opinion, complied with the Operational Conditions. **The venue operates a strict no confetti, no glitter, and no table sprinkle policy. Use of these items will result in an automatic minimum deep-clean charge of £150 being applied to the Client's account, in addition to any costs for damages.**

**4 Maximum Capacity.** The Client shall not permit more than the maximum capacity of the venue (as advised to him by TUSU) at any time. The authority shall have the right to refuse entry to people in excess of the maximum capacity to leave the venue.

**5 Display Material.** All displays must be free standing. It will not be permitted to attach any materials to the building fabric.

**6 Electrical Equipment.** Current PAT must have been carried out on any electrical equipment brought into the building. The certification must be produced if requested. Any equipment not certified will not be allowed on site.

**7 Filming & Photography.** The Client, its guests and delegates are permitted to film and take still photographs of the event. Professional photographs and filming of the event is also permitted. However, where photographs or footage of showing TUSU is to be used for publicity of any form, the Client must seek the prior written permission of TUSU. **The Client acknowledges that TUSU operates CCTV on its premises for the security of staff, students, and visitors. The Client shall be solely responsible for obtaining any necessary consents from its guests, delegates, and staff for the taking of photographs and footage at the event. The Client shall ensure that its photography does not breach the privacy or data protection rights of any individual.**

**8 Health & Safety.** The Client and his agents shall comply in all respects with the Health & Safety at Work act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety.

- a) The Client will be responsible for the conduct of their guests during an event.
- b) A representative of the Client must be present and available throughout the event to ensure it runs smoothly.
- c) The Client shall ensure that satisfactory risk assessments and method statements are provided by their contractors before their event.
- d) The Client shall observe and comply with any additional regulations as TUSU may make.

**9 Licences.** TUSU is licensed for events until 02.00am Monday – Thursday, 03.00am Friday and Saturday and 12.30am on Sunday. The Client and all guests must comply with licensing legislation at all times. Guests under the age of 18 cannot be served alcohol and guest looking under the age of 25 will be asked for age verification. Bars and drinks service must close at least 15 minutes before the end of the event.

**10 Theming.** The Client must agree the content of any themes and activities taking place during an event. TUSU reserves the right to veto any themes or activities as deemed necessary. Any content, design or activity deemed to have connotations of illegality or to be inappropriate to TUSU will be refused.

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By confirming a booking with either TUSU or TEES SU LIMITED you agree to be bound by the aforementioned terms and conditions.