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**DURHAM**SU

**Durham SU Commercial Venue Hire  
Terms and Conditions**

# DURHAM SU COMMERCIAL VENUE HIRE -TERMS & CONDITIONS

## 1. Event Bookings

1.1 The details of all goods and services to be provided by the Union to the Client for the Event (the "Services") and which (if any) of the premises owned or controlled by the Union will be hired by the Client for use in the Event (the "Venue"), will be as detailed in the Event Booking Form attached hereto. The Event Booking Form will be signed by both Parties to this agreement and in addition to these terms and conditions, will form the entire agreement between the Parties for the Event (hereinafter the "Contract").

1.2 The Event Booking form also details all start and finish dates and times for the Event (the "Event Period"), the number of guests or attendees the Client expects to be present at the Event, and all applicable charges for the Services and the Venue or the basis on which the charges for the Services and the Venue will be calculated (the "Charges").

1.3 The Event Booking Form includes any special terms and conditions the Union may choose to impose on supply of the Services or use of the Venue. In the event of any conflict between these terms and conditions and the Event Booking Form, the latter shall take precedence.

1.4 The period during which the Union shall make the Venue available to the Hirer shall be that detailed in the Event Booking Form (the "Hire Period").

## 2. The Charges

2.1 The costs to the Client for the Services shall be the Charges as detailed in the Event Booking Form. Payment of the Charges shall be made by the Client to the Union in accordance with the provisions of Clause 6 herein.

2.2 Subject to the provisions of Clause 5 herein, the Union reserves the right to alter the Charges for the Services which have been offered to the Client at any time not later than six (6) months prior to the Event. The Union shall provide the Client with written notice of any such alteration to the Charges. Should the Union give notice to the Client of its intention to alter the Charges from those stated in the Event Booking Form, the Client shall be entitled, within twenty eight (28) days of receipt of such notification, to cancel the booking.

2.3 Notwithstanding the provisions of Clause 2.2 above, the imposition of, or variation in any rate of, Value Added Tax or any other applicable taxes from time to time shall not in any case, entitle the Client to cancel the booking for the Event.

## 3. Confirmation of Booking

3.1 All bookings are considered provisional until the Event Booking Form is signed by both Parties and dated, the date upon which the Contract shall be considered to be in force.

3.2 The Client warrants that all information that is provided to the Union in the Event Booking Form or elsewhere relating to the Event and the booking is accurate and complete at the time of signature of the Contract. The Client understands that the Union is relying upon this information and should this information prove not to be accurate or complete the Client would bear any liability arising.

3.3 The Union has in good faith assumed that where the individual signing the Event Booking Form is booking on behalf of another organisation/person, that individual has the necessary authority to act on its/their behalf. If such individual does not have the appropriate authority to sign the Contract, then the Union may hold such individual personally liable for the commitments contained in the Contract. Any person signing the Contract on behalf of another organisation/person should check they have the necessary authority to do so, to avoid embarrassment.

## 4. Number of Attendees

4.1 Subject to the provisions of Clause 4.4 herein, the Client will be responsible for payment of the Charges in respect of the number of attendees at the Event as stated in the Event Booking Form. There shall be no reduction of the Charges if the actual number of attendees at the Event is less than the number stated in the Event Booking Form.

4.2 Should the number of attendees the Client expects to attend the Event increase following signature by the Parties of the Contract, subject to the provisions of Clause 5 herein, the Charges payable by the Client for the Event shall be recalculated according to any additional services to be provided to the Client by the Union.

4.3 As a fire precaution the maximum number of attendees at the Event or permitted to enter the Venue shall be as specified by the Union on the Event Booking Form, and must not under any circumstance, be exceeded.

4.4 The Client must inform the Union as soon as reasonably possible if the expected number of attendees due at the Event changes, and in any case no less than twelve (12) working days in advance of the Event. Where there is a significant change in expected numbers of attendees at the Event (i.e. there is going to be a thirty percent (30%) or above variation from the number specified on the Event Booking Form), the Client must notify the Union in writing at least one (1) calendar month prior to the Event.

4.5 In any event, the Union must be notified in writing of the final number of attendees expected by the Client to attend the Event, and final timings for the delivery of services, a minimum of eight (8) working days prior to the Event.

## 5. Additional Services

Should the Client require the Union to provide any additional goods and services for the Event, beyond the Services as detailed on the Event Booking Form, following signature of the Contract but prior to the Event, provision of said additional services shall be at the sole discretion of the Union, and where the Union agrees to provide any such services, this shall be confirmed in writing by the Union, which shall include any applicable additional charges and/or additional conditions. When signed by both Parties, such confirmation shall constitute a variation to the Contract. In all other respects the terms of the Contract shall remain as those previously agreed between the Client and the Union as detailed herein. Any additional charges will be included in the invoice issued by the Union in accordance with the provisions of Clause 6.1.

## 6. Payment of the Charges

6.1 In consideration of the Union making available the Venue and supplying the Services to the Client for the Event, the Client agrees to pay the Charges within thirty (30) days of receipt of an invoice from the Union unless otherwise agreed by the Parties in writing.

6.2 The Union shall issue an invoice to the Client as soon as reasonably possible following the Event. Said invoice shall detail all outstanding sums payable by the Client for the Services. 6.3 Timing of payment is of the essence. For the purpose of the Contract, payment of the Charges is considered made by the Client when the Union receives the Charges in full in cleared funds.

6.4 Payment by the Client shall be made to the Union without any deduction or set off. The Union reserves the right to claim interest and compensation for debt recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002.

6.5 The Union reserves the right to set off sums owed by the Union to the Client against sums owed by the Client to the Union.

6.6 Interest on an overdue invoice shall accrue (on a daily basis) from the day when payment becomes due until the date of payment (whether before or after judgment) at a rate of 4% above Barclays Bank Plc's base lending rate at the time of the relevant invoice.

## 7. Cancellation/Partial Cancellation/Postponement of the Event by the Client

7.1 In the unfortunate circumstances that the Client needs to cancel or postpone the Event, the Client shall give the Union verbal notice of cancellation as soon as reasonably practicable. 7.2 Before any booking or Event is considered to be officially cancelled by the Client, cancellation of the booking must be notified in writing to the Union a minimum of 25 working days prior to the Event date. If written notice is received by the Union after this time, the Client will be liable to pay to the Union the full balance of the invoice.

7.2.1 Where the Client notifies the Union of cancellation at least 25 working days prior to the Event, the Client will only be liable to the Union for any third party charges reasonably incurred by the Union for the Event on behalf of the Client prior to cancellation.

7.3 The Union shall make every reasonable effort to re-book the Venue following cancellation by the Client. The Union can only confirm the actual sum of the Cancellation Charge after the intended date of the Event, as the Union may reduce the Cancellation Charge by a sum proportional to any alternative use of part or all of the Services or Venue which the Union may secure in place of the cancelled Event.

7.4 The Union will issue an invoice to the Client for any Cancellation Charge after the intended date of the Event. The invoice will be payable by the Client in full within thirty (30) days of its receipt.

7.5 The Union advises the Client to procure appropriate cancellation insurance where applicable.

## 8. Cancellation of the Event by the Union

8.1 The Union reserves the right in its absolute discretion and without giving reasons, to refuse or cancel any booking at any time prior to the Event commencement date.

8.2 The Union reserves the right to cancel any bookings for the use of the Venue, or any other of its premises at any time where such cancellation arises due directly or indirectly to any event or circumstance beyond the Union's reasonable control, including without limitation: fire, flood, earthquake, elements of nature or Acts of God, acts of war, terrorism, riots, malicious damage, civil disorders, rebellions or revolutions, strikes or lockouts, court orders, police orders or third party failure or non-performance and accepts no liability for any inconvenience or loss caused to the Client in consequence of such cancellation.

8.3 The Union may also cancel the Event and terminate the Contract with immediate effect, with no liability to the Client where:

8.3.1 the Event might in the Union's reasonable opinion prejudice the reputation or business of the Union;

8.3.2 the Client (being a body corporate) convenes a meeting of creditors or enters into liquidation (whether voluntary or compulsory);

8.3.3 the Client has a receiver, manager or administrative receiver appointed of the whole or any part of its undertaking, property or assets;

8.3.4 a resolution is passed or petition presented to any court for the winding-up of the Client or any person takes any step to appoint an administrator of the Client;

8.3.5 any proceedings are commenced relating to the insolvency of the Client in any jurisdiction to which the Client or any of its assets is subject;

8.3.6 the Client has, suffers or allows any execution to be levied on its assets or obtained against it;

8.3.7 the Client commits a material breach if any of its obligations under the Contract;

8.3.8 the Client is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

8.3.9 the Client ceases or threatens to cease trade.

8.4 Termination of the Contract by the Union in accordance with this Clause 8 shall not affect the rights and duties the Parties accrued under the Contract prior to termination.

8.5 Where the Contract is terminated in accordance with the provisions of Clause 8.3, the Union reserves the right to impose Cancellation Fees as outlined in Clause 7.

## 9. Changes to the Venue

Where the Union has reasonable commercial or operational reasons for doing so (including, but not limited to, the carrying out of works on the relevant Venue or the Venue being otherwise unavailable), the Union reserves the right to change the Venue for an alternative premises which, in the reasonable opinion of the Union is of equal suitability for the Event. In the event this should become necessary, the Union shall use all reasonable endeavours to notify the Client as soon as reasonably practicable.

## 10. Services Provided by Third Parties for the Event

10.1 The Client will seek prior written consent from the Union should it wish to use any entertainment or services for the Event which will be supplied by a third party. Any such services must comply with all and any legislation, statutory codes and regulations. It shall be the sole responsibility of the Client to ensure that, where applicable, all electrical equipment used has a current Portable Application Test (PAT) Certificate(s). The Union reserves the right to request proof from the Client in the form of relevant documentation, that this provision is complied with in full.

10.2 All third party contractors arranged for the Event or brought into the Venue by the Client, must be covered by their own valid Public Liability Insurance policy.

10.3 The Union reserves the right to object to the Client's intended use of any third party which the Union reasonably considers to be unsuitable or inappropriate and to require the Client to, or to undertake their removal from the Venue and the Event.

10.4 The Client agrees to indemnify the Union in full against any claims, costs and expenses incurred by the Union as a result of the Client's use of a third party supplier for the Event under the provisions of this Clause 10.

## 11. Use of the Venue

11.1 The Client undertakes to the Union:-

11.1.1 to use the Venue only for the purpose of hosting the Event over the Event Period as stated in the Event Booking Form;

11.1.2 not to use the Venue or any part of the Venue for any activities which could reasonably be considered to be dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance to the Union or the owner or occupier of any neighbouring property;

11.1.3 not to do anything which might invalidate any insurance maintained by the Union in respect of the Venue or which might reasonably be expected to raise any insurance premium payable for the Venue.

11.1.4 not to bring to the Venue or any part of it any animals (except guide dogs for the blind); and/or wines, spirits, food or beverages without the prior consent of the Union;

11.1.5 to indemnify the Union in respect of the cost of making good any damage to the Venue suffered during the Event (excluding only fair wear and tear);

11.1.6 to indemnify the Union against any damages, losses, costs, claims or expenses incurred by the Union towards a third party arising out of or in connection with the Client's use of the Venue and/or the provision of the Services by the Union, whether arising by reason of negligence of the Client or otherwise;

11.1.7 not to park or allow another person to park on or obstruct any highway route allowing access to the Venue;

11.1.8 not to make any alterations or attachments or additions to the Venue without the prior written consent of the Union;

11.1.9 to procure that the Event takes place during the period agreed on the Event Booking Form and to ensure that all guests have left the Venue no later than the end of said period or such time as the Union shall have agreed in writing.

11.2 No vehicle belonging to the Client, the Client's employees, agents, sub-contractors or guests will be allowed to park at the Venue or the premises of the Union without a valid car parking permit. The Union accepts no responsibility for any damage, however occasioned to any vehicle parked on the Union's premises.

11.3 No wines, spirits, food or beverage may be brought into the Venue by the Client or on the Client's behalf or that of any attendees at the Event for consumption at the Venue unless the Union's prior written consent has been obtained, for which an additional charge will be levied.

11.4 The Union may, at its sole discretion, assist the Client, where reasonably possible, with the storage of equipment that may be required for the Event. Should the Union permit any such equipment to be stored on its premises, and the Client chooses to do so, such equipment shall be left by the Client entirely at the Client's own risk and the Union shall accept no liability for any loss or damage of any sort, howsoever occasioned, to any item of equipment, furniture, stock or the like left in storage on premises owned or controlled by the Union.

11.5 The Client must obtain the Union's prior written approval if the Client wishes to attach any item to the walls, floors or ceilings of the Venue.

11.6 The Client acknowledges that he is aware that the Union operates a No Smoking policy throughout all their properties. The Client is responsible for ensuring that neither the Client nor any of the attendees at the Event smoke in or around the Venue. The Union reserves the right to charge for any associated cleaning costs in the case of failure to comply with this policy.

11.7 The Client agrees to return the room back to its original condition after use. Images can be found in each room of the original room layout.

## 12. Appropriate Conduct of Attendees

12.1 The Union reserves the right to judge acceptable levels of noise or behaviour at the Event whether this is by the Client or the Client's guests, attendees at the Event, representatives or contractors. The Client must ensure, and is solely responsible for his guests', attendees at the Event's, representatives' or contractors' compliance with the Union's directions as to noise or appropriate behaviour.

12.2 The Union reserves the right to exclude or eject any person from the Event or the Venue where the Union reasonably considers such person to be objectionable; and to terminate the Contract and stop the Event without liability to refund any charges to the Client or offer any form of compensation, where necessary to prevent or terminate unacceptable noise or behaviour.

12.3 The Client shall indemnify the Union against all and any losses, costs, damages and expenses suffered or incurred by the Union arising out of any exclusion, ejection, termination or stopping the Event and circumstances giving rise thereto.

12.4 The Union reserves the right to charge the Client in full for any damage or destruction of property belonging to the Union and for any unusual cleaning bills caused by or resulting from the activities of the Client or those of attendees at the Event.

12.5 The Union may wish to take photographs during a hosted event, unless stated otherwise in writing; the Client gives the Union permission to use these photographs for internal and external marketing purposes.

## 13. Health, Safety Legal and Licensing

13.1 The Client must comply fully, and ensure full compliance of all sub-contractors, employees and guests with the Durham Students' Union Health and Safety Management Standards, a copy of which can be found on <https://www.dur.ac.uk/healthandsafety/managementstandards/> or as can be supplied on request by The Union in compliance with all legal requirements. 13.2 The Client must maintain free access to fire exits and fire-related equipment at all times, and they must be kept clear and visible at all times.

13.3 The Client, any visitors or attendees at the Event are not permitted to bring any item into the Venue or any of the Union's premises that has the potential to endanger others (e.g. hazardous equipment such as gas cylinders, halogen gas and or unmaintained equipment). The Union reserves the right to check any equipment and to refuse its use if deemed unsuitable or unsafe.

13.4 The Client must obtain prior approval from the Union before using any special effects equipment in the Venue or any of the Union's premises. All electrical equipment must be PAT tested and a representative of the Union may demand to see proof of the Client's compliance with this requirement before allowing its use at the Venue.

13.5 The Client must comply with all advice and/or instructions supplied by the Union relating to the use of the Venue which are necessary to ensure that any goods or equipment supplied as set out in the Contract

will be safe and without risk to health at all times when they are being set, used, cleaned or maintained by any person at work.

13.6 The Client shall indemnify the Union in respect of any and all claims arising as a result of the Client's or the Client's guest's representatives or contractors activities during the Event. 13.7 The Client acknowledges that it is the Client's responsibility where the booking may comprise, at the relevant time, individuals under the age of eighteen (18) to ensure that all necessary child protection measures and arrangements in connection with the Event, including, but not limited to:

13.7.1 undertaking any appropriate risk assessments;

13.7.2 ensuring that the Client's staff are properly trained and briefed on procedures for dealing with concerns about child protection;

13.7.3 seeking and obtaining appropriate levels of Criminal Records Bureau checks on all such staff; and

13.7.4 ensuring that the Client has the appropriate insurance arrangements in place.

13.8 The Client is responsible for any children who attend the Event and their behaviour.

13.9 The Client and all attendees at the Event are under a duty of care to report to the Union any situation during the Event that they believe to be potentially hazardous. In the context of fire prevention this may be something which could lead to an outbreak of fire (e.g. unsafe storage of flammable materials) or something which could hinder the safe evacuation of the premises in the event of a fire (e.g. obstruction of fire escapes).

13.10 All staff attending the Event on behalf of the Client should have received appropriate health and safety training e.g. manual handling training and are responsible for their own health and safety.

#### 14. Attendees' Clothing and Personal Property

14.1 The Union does not accept responsibility for the Client's property or that of the attendees at the Event, the Client's guests, employees or subcontractors. In some instances cloakrooms may be available during the Event for the convenience of the Client but any goods or personal belongings deposited in such cloakrooms or left unattended at the Venue, are deposited at the owner's own risk and without any liability on the part of the Union.

14.2 If any items are to be delivered to the Venue or any of the Union's premises prior to the Event, arrangements must be made with the Union in advance. The Union will use reasonable endeavours for the safekeeping of such items which will nevertheless remain at the owner's risk and the Union will not be held responsible in the event of loss, theft or damage to the same.

14.3 The Union does not accept any liability for loss or damage to any item of equipment, furniture, stock or the like left in storage on Union premises.

#### 15. Liability

15.1 No liability or responsibility is accepted by the Union for the safety of or damage to or loss of any personal property belonging to the Client, attendees at the Event, or other visitors or for damage to or loss from their vehicles except to the extent that such liability may result from the Union's or its staff's negligence.

15.2 The Union retains public liability insurance in respect of Events, however such insurance only applies in the event that the Union or its staff are held to be negligent. The Client is therefore strongly advised to carry its own insurance in respect of accidents or other matters of injury, loss or damage which may arise in connection with the Event, especially in the event that an accident occurs for which the Client is held to be responsible.

15.3 The Union shall use reasonable care and skill in the performance of the Contract.

15.4 Save insofar as such liability may not be lawfully excluded, the Union shall have no liability or obligation under the Contract or otherwise in contract or in delict or in quasi-delict arising out of or connected with the performance of the Contract (including, but not limited to, loss, damage or delay of any

nature whatsoever or howsoever caused whether direct or indirect or consequential and whether or not caused by the negligence of the Union, its employees, agents or sub-contractors) save as expressly provided in the Contract and, save as aforesaid, all warranties, terms, obligations or duties, express or implied by statute, common law or otherwise in relation to the Contract or any term or terms thereof or its or their performance are hereby excluded.

15.5 The total liability of the Union under the Contract or otherwise (whether or not caused by the negligence of the Union, its employees, agents or sub-contractors) arising out of or in connection with the performance or purported performance of or failure in the performance of the Contract shall not exceed the total Charges (excluding VAT) payable by the Client to the Union in terms of the Contract or TEN THOUSAND GBP (£10,000), whichever is the lower sum. The Union expressly excludes liability for indirect or consequential loss or damage for loss of profit or goodwill which may arise out of or in connection with the performance or purported performance of or failure in the performance of the Contract.

## 16. Intellectual Property

16.1 The Client may not use any of the following without written permissions from the Union;

16.1.1 the name "Durham Students' Union" or "Durham Students' Union";

16.1.2 Durham Students' Union's Crest or any College Crests;

16.1.3 the Name or logo of any of the Durham Students' Union's Colleges, Departments or Institutes, or Event Durham;

16.1.4 Any photographs of any part of the Durham Students' Union or any intellectual property of the Durham Students' Union or its Colleges.

16.2 No material publicising the Event and no product sold or distributed at the Event shall contain any reference, or shall give any impression, to the effect that the Durham Students' Union has endorsed the Event or product. The Client will ensure at all times that the product or Event is not promoted or presented in such a manner that any inference would reasonably be drawn that the product or Event is sponsored by or linked to the Durham Students' Union or has the Durham Students' Union's approval, and will comply with any directions given by the Durham Students' Union to this effect.

## 17. Jurisdiction

The Contract shall be governed by and construed in all respects in accordance with the laws of England. The Union and the Client hereby submit to the exclusive jurisdiction of the English courts.

## 18. Freedom of Information

The Client acknowledges that the Union is subject to the requirements of the Freedom of Information Act 2000 and shall assist and co-operate with the Union to enable the Union to comply with all statutory obligations regarding information disclosure required by the provisions of this Act. The Client shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Union to inspect such records as requested from time to time.

## 19. Overseas Clients

Where the Client does not have a United Kingdom (UK) address or where the UK is not the Client's main place of residence/business, the Union reserves the right to ask the Client for a guarantee of payment from a UK bank and where the guarantee is not provided within thirty (30) days of said request, to terminate the Contract without liability to the Client.

## 20. Disputes

Any complaint or dispute arising out of the Contract must be made in writing by the Client to the Union within seven (7) Working Days of the Event.

## 21. General

21.1 The rights and remedies of the Union expressed in these Terms and Conditions shall be in addition and without prejudice to any other rights or remedies which may be available to the Union at common law or under statute.

21.2 All bookings accepted by the Union are subject to these Terms and Conditions and the Contract which supersede all prior representations by the Union or any of its employees and override any other terms and conditions stipulated or incorporated or referred to by the Client in any negotiations, and the Contract and these Terms and Conditions are the only terms and conditions upon which the Union agrees to perform the Contract, unless otherwise expressly agreed in writing by the Union.

21.3 No modification or alteration of the Contract shall be enforceable, save as otherwise provided in these Terms and Conditions, unless agreed in writing by the Union and the Client. 21.4 No waiver or delay on the part of the Union to exercise any right or remedy available to it, in terms of the Contract or otherwise shall operate as a waiver of that or any other right or remedy nor shall any partial exercise preclude any other further exercise of that or any other right or remedy.

21.5 Any waiver by the Union of any breach by the Client is not a waiver of any subsequent breach.

21.6 The Contract does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999. 21.7 Should any provision of the Contract be found by any competent authority to be invalid, unenforceable or unreasonable, it shall be severed from the remainder of the Contract which shall continue in full force and effect.

21.8 The Contract is personal to the Client who shall not be entitled to assign or transfer in whole or part the benefit and/or the burden thereof without the Union's prior written consent. 21.9 All notices to be given by either Party to the other under the Contract shall be validly served only in writing and delivered personally or sent by first class prepaid post or facsimile to the respective addresses (or facsimile number) in the United Kingdom as the relevant party has notified for such purpose or, if the Client is a company, to its registered office from time to time, and in the case of posting shall be deemed to have been properly served on the second day after the date of posting and in the case of facsimile shall be deemed to have been properly served on receipt of a successful transmission report.

21.10 The Union warrants to the Client that all Personal Data (as defined in Data Protection legislation) provided to the Union in relation to the Contract, shall be handled by the Union strictly in accordance with said legislation.

21.11 These terms and conditions and the Contract shall not constitute and shall not be deemed to constitute any relationship of partnership or agency between the Durham Students' Union and the Client and shall not in any way create a lease of the Venue or any of the Union's premises.