

CIRCOMEDIA

Terms and Conditions of Hire

1 DEFINITIONS

In these Terms and Conditions the terms set out in the Venue Hire Agreement shall have the meanings set out therein and the following words and phrases shall have the following meanings:

"Agreement" means the Venue Hire Agreement together with these Terms and Conditions and any documents referred out to from them;

"Culturally Important Food" means food which is of cultural importance to the Hirer or to attendees of the Event or which is of cultural importance given the context or overall nature of the Event;

"Event" means the function or event to be held at the Venue, the details of which are as agreed between the parties and set out in the Venue Hire Agreement;

"Event Call Sheet" means the form, completed by the parties, which sets out the Package for the Event that the Hirer has selected and which details any Additional Services to be provided by Circomedia to the Hirer for use or consumption by the Hirer and the Hirer's guests during and in relation to the Event;

"Event Space" means the agreed rooms and access routes that the Hirer and their guests are permitted to use during the Event;

"Force Majeure Event" has the meaning given to it in clause 15;

"Hirer" means the person(s), firm or company to whom the Venue is being hired out and provided pursuant to the terms of this Agreement, as detailed in the Venue Hire Agreement;

"Terms and Conditions" means these terms and conditions of hire;

"Total Charge" means the total price payable by the Hirer for the hire of the Venue and all Additional Services in relation to the Event, as specified in the Venue Hire Agreement; and

"Venue" means the venue which is hired out for the Event, being St Paul's Church, Portland Square, Bristol BS2 8SJ.

2 YOUR BOOKING

The parties acknowledge that this Agreement has been entered into on the basis of an agreed Event Call Sheet. Any actual or apparent misrepresentation of the purpose for hiring the Event Space or of any other details provided by the Hirer may result in cancellation of the Event and termination of this Agreement by Circomedia without any further liability whatsoever to the Hirer.

3 CHARGES AND PAYMENT

3.1 The Total Charge shall be payable to Circomedia by the Hirer in accordance with the terms set out in this clause 3.

3.2 The Hirer shall pay:

(a) the full amount of the Deposit on signature by the Hirer of this

Agreement (which shall be within 14 days of the provisional booking being placed). Unless otherwise agreed, the Deposit amount shall be 50% of the Total Charge; and

- (b) the full amount of the Balance, no less than 4 weeks prior to the date of the Event.

3.3 If the Hirer incurs any additional costs (for example, in respect of Additional Services that Circomedia provides outside of the original scope), Circomedia shall invoice the Hirer in respect of all such additional costs as soon as reasonably practicable. The Hirer shall pay any such invoices no later than 30 days' following the date of the Event.

3.4 If the Hirer fails to make a payment due to Circomedia under this Agreement by the due date, then, without limiting Circomedia's remedies under clause 12, Circomedia reserves the right to charge interest on the overdue sum, from the date due until payment of the overdue sum, such interest to accrue each day at 4% a year above the Bank of England's base rate from time to time.

4 CANCELLATION

4.1 The Hirer may cancel the Event and terminate this Agreement prior to the Event Date by giving written notice to Circomedia (a "**Cancellation Notice**").

4.2 If Circomedia receives a Cancellation Notice 16 weeks or more prior to the Event Date, Circomedia shall refund the Deposit to the Hirer.

4.3 If Circomedia receives a Cancellation Notice less than 16 weeks prior to the Event Date, Circomedia reserves the right at its sole discretion to charge a cancellation fee (the "**Cancellation Fee**"), as follows:

- (a) an amount equal to the Deposit, if Circomedia receives a Cancellation

Notice within 16 weeks but not less than 12 weeks prior to the Event Date;

- (b) an amount equal to 70% of the Total Charges, if Circomedia receives a Cancellation Notice within 12 weeks but not less than 6 weeks prior to the Event Date; and

- (c) an amount equal to 100% of the Total Charges, if Circomedia receives a Cancellation Notice less than 6 weeks prior to the Event Date,

in each case, Circomedia shall deduct any amount of the Total Charges already paid by the Hirer from the amount of the Cancellation Fee due. To the extent that the Hirer has already paid an amount of the Total Charges which is greater than the Cancellation Fee due, Circomedia may provide a refund of the difference at its discretion. These charges will be exclusive of booked entertainment, performers or other hired equipment or services, in these cases the Hirer will be liable to pay these costs in full.

5 USE OF THE VENUE

5.1 The Hirer shall not use the Venue for any purpose or activity other than the purpose or activity made known to Circomedia at the time of booking and at all times shall comply with the reasonable instructions of Circomedia in respect of its use of the Venue. In any event, the Hirer shall not use the Venue (or any part of it) for any activities which are dangerous, offensive, noxious, illegal or immoral or which may become a nuisance to Circomedia or any other occupiers of any areas of the Venue or the owner or occupier of any neighbouring property.

5.2 The Hirer shall not make any alterations, attachments or additions to the layout or appearance of the Venue and shall not use any equipment inside the Venue unless agreed with Circomedia in advance.

- 5.3 The Venue is the property of the Churches Conservation Trust and is a listed building. It is prohibited to, and you must not, use the Venue in any way which is or may be offensive to the Christian faith or which may potentially cause damage to the historic fabric of the building.
- 5.4 Smoking is not permitted in the Venue and no food, drink, drugs or animals shall be taken into the Event Space (with the exception of guide dogs) without the prior agreement of Circomedia. The Hirer shall be prohibited at all time from using any candles, pyrotechnical equipment or naked flames within the Venue.
- 5.5 Circomedia has a Challenge 25 policy in place to protect both the Venue and the safety of the individual. Circomedia retain the right to ask for proof of age or to refuse serving alcohol to any persons clearly assessed as intoxicated. Any persons threatening or abusing staff or mistreating the Venue will be asked to leave. No illegal substances may be brought into the Venue. Circomedia reserves the right to require anyone suspected of being under the influence of or using illegal substances within the Venue to leave the premises or refuse entrance.
- 5.6 The agreed start time and closing time for the Event must be strictly observed and the Hirer shall ensure that all guests have left the Venue by the closing time.
- 5.7 After the Event, the Event Space must be vacated and left in a clean and tidy condition and all belongings and waste must be removed and external doors firmly closed. The Hirer will be responsible for any costs incurred by Circomedia for any cleaning and clearing of the Event Space after the Event (including without limitation, the costs of equipment and any labour costs) where it is beyond a reasonable amount of cleaning (as determined at the sole discretion of Circomedia acting reasonably).

6

CAPACITY

The Hirer must ensure that the number of people who attend the Event under no circumstances exceeds that agreed by Circomedia. Circomedia has the right to refuse entrance of guests if the agreed capacity is exceeded. No unauthorised person and no unaccompanied children will be allowed to enter the Event Space during the period of hire.

7

CAR PARKING AND BICYCLES

There is no provision for parking as part of this Agreement and the Hirer and their guests should make their own arrangements. Bikes may be chained to the railings inside the Venue grounds but Circomedia takes no responsibility for any loss or damage to such bikes. No bikes may be brought inside the Venue.

8

CATERERS AND CORKAGE

8.1

Circomedia has a number of approved caterers that must be chosen from when organising your Event. Circomedia shall consider (but shall not be obliged to grant) a request from the Hirer for the use of other caterers where it is for the provision of Culturally Important Food. Any such caterers: (i) must meet all general provisions and health and safety requirements set out in our External Caterers Contract; and (ii) must complete a site visit and consultation prior to the Event to ensure Circomedia's policies are met. In addition, Circomedia will charge a site fee to the caterer, the cost of which the caterer may pass on to you, to be negotiated directly and where the case arises.

8.2

All corkage needs to be agreed and paid for prior to the Event. The Hirer agrees not to exceed the amount of corkage allowed by the Venue to ensure adherence to Circomedia's Responsible Drinking policy. The general calculation is worked out at one (1) toast drink, one (1) welcome drink and two (2) table drinks

per attending guest. Corkage fees apply to any alcohol brought onto site by the Hirer and will be negotiated accordingly. Unless otherwise agreed, corkage fees include glass hire, the deliveries, storage, chilling and serving of all drinks throughout the whole Event.

- 9 All bar pre-orders will be required **at least** two weeks prior to your event and will need to be fully settled prior to the event date. Any orders placed after this time cannot be guaranteed. We kindly ask for all corkage fees to be fully settled 4 weeks prior to the event date. Bar tabs and any late additions to the invoice shall be charged after the event and will need to be paid no later than 30 days.

9.1

10 HEALTH AND SAFETY

- 10.1 Circomedia reserves the right to halt, suspend and/or cancel the Event or any specific element of the Event if it deems that the circumstances are unsafe for Circomedia personnel or its clients to participate and/or perform safely. No compensation will be offered to the Hirer if Circomedia is not at fault. This decision shall be made by the authorised Circomedia personnel and, in the absence of any Circomedia personnel, the decision in respect of any performance may be made by a performer at the Event.

- 10.2 Circomedia may, but is not obliged to, accept a request from the Hirer for the Hirer to engage its own third party contractors at the Event (e.g. sound & lighting companies). Any such third parties shall be required:

- (a) to maintain PAT certificates for all equipment used within the Venue;
- (b) to obtain and maintain all necessary liability insurance;
- (c) to provide method statements;

- (d) to provide Circomedia with a risk assessments for all equipment to be used prior to the Event; and
- (e) be able to provide documentation that their staff are appropriately trained and supervised, and

- 10.3 In each case, failure to provide these necessary documents at least 4 weeks prior to the Event date will jeopardise the Event and Circomedia reserves the right to cancel the Event if the necessary documents are not produced within this time frame.

- 10.4 If, following agreement between the parties, the Hirer provides their own stewards, Circomedia reserves the right to call in additional stewards and charge the Hirer for this if the health and safety requirements are not being covered as agreed during the Event.

11 PHOTOGRAPHY AND FILMING

- 11.1 Circomedia reserves the right to photograph and film the Event for its own promotional purposes (including social media use). In order to maintain a record of Events delivered within the Venue, Circomedia also requests that the Hirer makes a selection of images available to Circomedia for Circomedia's own records and use. Any images used for publicity will be credited by the photographer.

- 11.2 Circomedia shall seek consent to share images of Event guests prior to the public circulation of the images taken.

- 11.3 The Hirer agrees and warrants that it shall not (and that it shall procure that its guests shall not) permit or grant any broadcasting or filming rights at the Event without the prior written consent of Circomedia provided that Circomedia agrees that personal cameras may be brought into and used at and inside the Venue by the Hirer and its guests for private (but not commercial) purposes provided that no nuisance or annoyance is occasioned.

12 TERMINATION

- 12.1 Circomedia shall have the right at any time to terminate this Agreement immediately for its own convenience by giving written notice to the Hirer at least one (1) month before the date of the Event. All monies paid by the Hirer will be reimbursed by Circomedia within 30 days of termination of this Agreement.
- 12.2 Circomedia shall have the right at any time to terminate this Agreement immediately by giving written notice to the Hirer where:
- (a) the Hirer has committed a material breach of any of its obligations under this Agreement and does not remedy such breach (if the same is capable of remedy) within 4 weeks days of being required by written notice to do so; or
 - (b) the Hirer appears to have or has become bankrupt or insolvent; or
 - (c) the Hirer ceases or threatens to cease to carry on business; or
 - (d) the Hirer fails to pay any amount due under this Agreement by the due date and subsequently fails to make payment within 4 weeks of receiving notice of such failure;

and where Circomedia terminates this Agreement in any of the circumstances set out in this clause 12.2, it shall do so without incurring any liability whatsoever to the Hirer.

13 ACCIDENT, LOSS AND DAMAGE

- 13.1 The Hirer shall report any loss, theft, damages or breakages to the Circomedia personnel immediately upon discovery. The Hirer agrees that it shall be responsible and liable to Circomedia for any damage to the Venue or to Circomedia property which is caused by any act or omission by the Hirer and/or its guests, staff, contractors and subcontractors before, during or after the Event; and

- 13.2 All items are brought into the Venue at the owners risk and they should make all efforts to supervise them. Circomedia do not guarantee their safety in the building at any time. Circomedia shall not under any circumstances accept any responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the Venue, either by the Hirer or its guests for their own purposes, or by any other person left or deposited with any employee of Circomedia.

- 13.3 Circomedia maintains Public Liability Insurance for public safety within the Venue. This does not cover responsibility for any loss or damage to professional equipment or personal belongings. The Hirer may wish to secure its own insurance against damage to these items. It is expected that professional service providers will be covered by their own insurance.

- 13.4 The Hirer will obtain event insurance to cover cancellation charges, their equipment and their external contractors where applicable.

14 LIABILITY

- 14.1 Nothing in this Agreement shall limit or exclude the liability of either party for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - (b) fraud or fraudulent misrepresentation or wilful default; or
 - (c) any matter in respect of which it would be unlawful to exclude or restrict liability.

- 14.2 Subject to clause 14.1, neither Circomedia nor its directors, officers, employees, contractors, subcontractors or affiliates shall be liable to the Hirer (and/or its guests, staff, contractors or agents) for the death of or injury to any person attending the Venue or the Event or for any losses, claims, demands, actions,

proceedings, damages, costs or expenses (including legal expenses) or any other kind of liability or any other liability by the Hirer in the exercise of the rights granted by this Agreement.

- 14.3 In any event, Circomedia shall not under any circumstances be liable to the Hirer and/or its Guests for any indirect or consequential loss or damage including but not limited to loss of profit, loss of business, loss of goodwill and loss of opportunity whatsoever which arise out of or in connection with this Agreement.

15 FORCE MAJEURE

- 15.1 The definition in this clause applies in this Agreement:

"Force Majeure Event" means any event beyond the reasonable control of Circomedia including (but not limited to) war (whether declared or not), civil war, riots, terrorism, natural disasters such as violent storms, floods and/or lightning, adverse weather conditions (believed to be adverse in the sole opinion of Circomedia), explosions, fires and/or destruction of plant, machinery and/or factories, strikes and labour disputes of all kinds, the lack of any authorisation, licence or approval necessary for the performance of this Agreement which is to be issued by any public authority, acts of authority, whether lawful or unlawful, except for an act for which Circomedia has assumed the risk by virtue of express provisions to the contrary in this Agreement and/or any other cause whatsoever beyond Circomedia's reasonable control.

- 15.2 If Circomedia is prevented from or delayed in the performance of any of its obligations under this Agreement by a Force Majeure Event, then it shall notify the Hirer in writing of the circumstances, and shall be excused from performing those obligations for so long as the Force Majeure Event shall continue.

- 15.3 In the event of the Event Space or any part thereof being rendered unfit for the use for

which it has been hired due to a Force Majeure Event, Circomedia shall provide notice of such to the Hirer. In such circumstances, Circomedia shall not be liable to the Hirer for any resulting loss or damage whatsoever.

16 GENERAL

- 16.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

- 16.2 This Agreement 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.

- 16.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement. Nothing in this clause shall limit or exclude any liability for fraud.

- 16.4 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

- 16.5 This Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

- 16.6 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing, addressed to that party at the address detailed in the Venue Hire Agreement, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, or

by commercial courier or email
events@circomedia.com .

- 16.7 No one other than a party to this Agreement shall have any right to enforce any of its terms.
- 16.8 This Agreement 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 and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.