

TERMS & CONDITIONS FOR HIRE OF FACILITIES

1. Definitions

In these Terms and Conditions ("the Conditions") the following words and expressions shall have the following meanings:-

"Deposit"	means the non-refundable deposit payable by the Hirer to the Management for the hire of the Hired Area being 100% of the Hire Charge.
"Event"	means the Hirer's event for which it is hiring the Hired Area;
"Event Detail Sheet"	means the operations sheet detailing all details of the Event including (but without prejudice to the generality of the foregoing) an itinerary, catering and technical requirements and cost;
"Hire Charge"	the charge payable by the Hirer to the Management for the hire of the Premises as detailed in Clause 4 (a);
"Hire Charges & Room"	means the hire charges and room information sheet found in the Management's Conference & Events Information literature detailing all capacities and charges;
"Hirer"	means the person, firm, company or body to whom the Management agrees to hire the Premises in accordance with these conditions;
"Hired Area"	means that part of the Premises hired by the Hirer as detailed on the Contract letter attached;
"Management"	means SMG Europe Holdings Limited;
"Permit to Work"	means the Management's permit allowing third parties to work on the Premises;
"Premises"	means The Bridgewater Hall.

2. Basis of Hire

- All hiring of the Hired Area shall be concluded on the basis of these conditions together with any special conditions issued by the Management to the Hirer. Variations and/or qualifications of such conditions can only be affected by a document signed by a duly authorised officer of the Management setting out in full the relevant variations and qualifications.
- No terms or conditions submitted by the Hirer to the Management irrespective of their date shall prevail over these Conditions.
- The Management's employees or agents are not authorised to make any representations concerning the Premises and/or the Hired Area unless confirmed by the Management in writing. In entering into a contract the Hirer acknowledges that it does not rely on and waives any claim for breach of any such representations which are not so confirmed.

3. Booking Procedure

Any booking will provisionally reserve the Hirer's requested date(s) and the Hired Area and will be held for 7 days from the date of receipt of booking unless alternative arrangements have been agreed. The Management reserves the right to release any provisional or verbally confirmed booking, without prejudice, if a returned signed 'Agreement for Hire of Facilities' has not been received within 7 days of the said booking having been made. This agreement represents a contract between the Hirer and the Management forming acceptance by both parties of these Conditions.

Unless otherwise stated on the Agreement for Hire, a deposit invoice will be issued upon confirmation and is payable within 30 days of the invoice date. If no agreement and/or Deposit are received within the time periods specified then the booking will be released and the Management shall have no further liability or responsibility to the Hirer whatsoever. For the avoidance of doubt the Deposit is non-refundable.

4. Rates & Payment

- Quotations of Hire Charges are not offers and may be withdrawn or varied at any time prior to the acceptance by the Management of the Hirer's signed Agreement for Hire of Facilities. But unless previously withdrawn or varied by the Management, quotations shall remain open for acceptance for 14 days (or such longer or shorter period as may have been stated in writing by the Management) from the date of posting. The Hire Charge includes the hire of the relevant room(s) together with any ancillary facilities subject to negotiation and approval by the parties. The Hire Charge includes the provision of reasonable venue stewarding staff, and standard cleaning to an agreed level, but does not include specialist services of any kind. The Hire Charge does not include equipment or services other than those stated.
- Catering, technical and other additional facilities and services required will be quoted, confirmed and charged separately. The Hirer must confirm final numbers for catering and any other pre-ordered facilities and services, including technical equipment at least 7 days prior to the Event date. These details will be confirmed via the Event Detail Sheet, which will specify the final amounts to be invoiced after the Event. Any additional facilities and services provided on the day of the Event will be charged accordingly.

- The Management reserves the right to demand payment from the Hirer prior to the event of up to 100% of the total costs. If the amount is not received by the date specified by the Management, the Management reserves the right to cancel the contract and refuse usage to the Hirer.
- Should the Event continue beyond the contracted time, the Management may charge the Hirer for each additional hour at the current hourly rate.
- Payment of all sums due to the Management from the Hirer is due within 30 days of the date of invoice. If any sum payable by the Hirer is outstanding on the due date, interest will be payable on the due amount at the rate of 2% above the base rate of Nat West Bank from the due date for payment until the date of actual payment, both before and after judgement.
- All prices quoted are exclusive of VAT at the appropriate rate unless otherwise stated.
- Payments should be made to SMG Europe Holdings Limited, Finance Department – The Bridgewater Hall, Manchester Arena, Victoria Station, Hunts' Bank, Manchester, M3 1AR.

5. Cancellation

- By the Hirer:**
In the event that a confirmed Event is cancelled or postponed by the Hirer, the Deposit is non-refundable and shall be forfeited by the Hirer (terms of the Deposit are set out in the attached contract and are applicable to the named Hirer only). In the event that a confirmed Event is cancelled or postponed by the Hirer, where no Deposit has been issued, the cancellation charges will be 100% of the minimum Day Delegate Rate (DDR) numbers outlined on the attached "Agreement for Hire of Facilities". In addition, if Cancellation occurs within the time frames detailed below, the following percentages of the full estimated costs of DDR charges and additional facilities or services that are agreed in the attached contract will become due and payable in full, based on the expected numbers detailed in the contract:
Within 4 weeks of event date: 75%
Within 7 days of event date: 100%
- By the Management:**
The Management shall be entitled, by providing as much notice as shall be reasonably practicable in writing, to cancel the hire of the Hired Areas for all or part of the period of hire, if it is the Management's judgement that circumstances require it. The Management shall act reasonably at all times in making such a decision and acknowledge the importance of the event for which the Premises are hired. Following such cancellation, the Management shall refund any Hire charges and the Deposit already paid by the Hirer and use best endeavours to find an alternative venue for the Hirer.

6. Force Majeure

The Management shall not be liable to the Hirer for any loss due to any circumstances which are outside its reasonable control and which include, but without prejudice to the generality of the foregoing, the following:- 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 restrictions, act of terrorism or any other circumstance outside the control of the Management, which may cause the Event to be interrupted, cancelled or postponed.

7. Limitation of liability

- Neither party limits its liability for:
 - Death or personal injury caused by its negligence, or that of its employees, agents and subcontractors
 - Fraud or fraudulent misrepresentation by its or its employees
- Subject to clause 7.a), SMG's total aggregate liability in respect of all claims, losses or damages, whether arising from contract, tort (including negligence) or otherwise under or in connection with the Event and/or Hired Area shall in no circumstances exceed an amount equal to the Hire Charge.
- SMG shall not be liable to the Hirer for any indirect, special or consequential loss or damage; any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect)

8. The Equality Act

The Hirer shall be liable and responsible for ensuring that all equipment, facilities, services provided for the preparation and operation of their event must comply with regulations and requirement of the Equality Act 2010. Hirer to liaise and co-operate fully with the Operator to ensure all the required responsibilities of the Act are complied with, including but not limited to if necessary complimentary tickets for personal assistants / companions for those who require them.

The Bridgewater Hall is managed by SMG Europe Holdings Limited. Registered Office: Manchester Arena, Victoria Station, Hunts' Bank, Manchester, M3 1AR. Telephone +44 (0) 161 950 0000. Facsimile +44 (0) 161 950 0001.

Email admin@bridgewater-hall.co.uk

Registered in England: 05558259. Registered for VAT: 844 2807 22. Chief Executive: Nick Reed



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9. Joint and Several

Where the expression 'the Hirer' includes more than one party, every agreement on the part of the Hirer shall be deemed to be a joint and several agreement with all parties.

10. Right of Entry and Security

- a) The Management reserves the right of entry for itself and for contractors and agents to enter the Hired Area at all times.
- b) The Management may for security purposes stop and search any person entering the Premises and/or the Hired Area and shall be entitled to refuse entry to any person or animal which they consider to be a risk to safety.
- c) In order to comply with fire regulations, the maximum number of people permitted in each room of the Premises is as stated in the Venue Hire Information Sheet and may not be exceeded by the Hirer in any event.
- d) If the Management has reason to believe that an Event requires additional security than the standard provision, they reserve the right to enforce this service as required and pass the cost on to the Hirer.

11. Public Order, Health & Safety

The Hirer and the Management both acknowledge their respective responsibilities under the Health & Safety at Work Act 1974 and in particular:

- a) The Hirer shall be responsible for the preservation of public order during the event;
- b) A duly authorised and qualified representative of the Hirer must be present and available throughout the Event to ensure it runs smoothly;
- c) The Hirer shall observe The Bridgewater Hall Health & Safety and Evacuation policies in accordance with the above Act;
- d) The Hirer shall ensure that its contractors provide a satisfactory risk assessment and method statement, before the Management issues a Permit to Work, where applicable.
- e) The Hirer shall observe and comply with any additional regulations as the Management may make to it in writing from time to time in relation to the Premises.

12. Conduct of Hire

- a) The Management shall ensure the Hired Areas are clean and clear at the commencement of each day
- b) The Management shall provide appropriate ventilation and temperature control of the Hired Areas
- c) The Hirer shall take all reasonable and proper care of the Premises and the Hired Area and all property of the Management and meet the cost of all damage and loss to the Premises and the Hired Area and all property of the Management arising from the Event.
- d) The Hirer is entitled to leave equipment and fittings in place throughout the hired period and shall remove immediately after the Event all equipment and items brought onto the Premises and the Hired Area and clear all rubbish and debris, which the Hirer has accumulated during the Event. The Hirer shall restore any part of the Premises and the Hired Area, which it may have altered and shall fully and effectually indemnify the Management against all its costs and losses in this regard.
- e) Smoking is NOT permitted in any part of the Premises.
- f) The Hirer shall inform the Management with written details of all equipment that the Hirer wishes to bring onto the Premises and the Hired Area. The Hirer shall not bring onto the Premises and the Hired Area any equipment that the Management has not previously authorised in writing.
- g) The Hirer shall not, without the previous written consent of the Management, use the Premises or the Hired Area for any purpose or in any manner other than that specified in this Agreement.
- h) If such consent is given, then the Hirer will on demand pay to the Management any additional hire fee or expenses or other monies required by the Management as a consequence thereof.
- i) The Hirer shall not do or permit anything to be done at or in the vicinity of the Premises or the Hired Area which will or might injure the reputation of the Management or the Premises, or which will or might, contravene any law or statute or statutory instrument or the requirements of any local or public authority, or the terms of any agreement, licence, consent or permission relating to the Management and/or the Premises.
- j) The Hirer shall comply with the terms of all licences, permissions and consents relating to the Premises and shall not breach, or cause, or permit any breach thereof, nor do anything which might endanger the continuation of any of those licences, permissions, or consents, or prejudice the validity or effectiveness of, or infringe the terms of any insurances for the benefit of the Management.
- k) The Hirer shall comply in all respects with the provision of Part II of the Copyright Designs and Patents Act 1988 (rights in performance).
- l) The Hirer shall not use the Premises or the Hired Area, or any part thereof for the taking of photographs or films, without the previous written consent of the Management. If such consent is given, then the Hirer will, on

demand, pay to the Management any additional fee or expenses or other monies required by the Management in that respect.

13. Performing Rights Society

- a) Where there is a musical performance, The Hirer shall complete the programme declaration provided by the Manager on the performance date, and will provide all information required by the Performing Rights Society. Where a national agreement has been made with the PRS, it is the Hirer's responsibility to ensure that written notification is provided to the Manager by the PRS. Where no notification is received, SMG Europe Holdings Ltd. retains the right to charge at the rate in force on the day.

14. Contractors and Agents

- a) These Conditions shall apply to the Hirer's agents, contractors and visitors and the Hirer shall indemnify and keep indemnified the Management against all costs, losses, damages, expenses and liabilities arising out of any act or omission of the Hirer's agents, contractors and/or visitors.
- b) All quotations of charges made by the Management which are passed on must not be altered or amended in any way without the consent of the Management.

15. Indemnity

The Hirer shall indemnify the Management against all losses, damages, claims, and expenses incurred in respect of the following, to the extent not caused as a direct result of the negligence of the Management or its employees;

- Death or personal injury up to £8,000,000.00
- Damage to the Premises up to £1,000,000.00
- Damage to, loss or theft of any property up to £1,000,000.00

16. Insurance

- a) The Hirer shall indemnify the Management against all public liability in connection with the Hirer's use of the Premises and the Hired Area. The Hirer shall further indemnify the Management against all loss, expenses or damage to third party property and in respect of death or injury to any person in conjunction with the Hirer's or its contractor's use of the Premises. The Hirer shall indemnify the Management against all claims, which may be made against them in respect of such matter except injury, loss or damage resulting from the negligence of the Management.
- b) The aggregate liability of The Hirer arising in connection with the performance or contemplated performance of this Agreement for Hire of Facilities for any breach of contract or for breach of statutory duty of tort (including but not limited to negligence) or any failure to perform or delay in performing any obligation under this Agreement shall be limited and in no circumstances shall exceed £10,000,000 for any event or series of connected events.
- c) The Hirer shall maintain insurance (a) to comply with Employers Liability (Compulsory Insurance) Act 1969 and (b) for an amount not less than £8,000,000.00 for any one occurrence in respect of liability at law for loss of or damage to property of or bodily injury to third parties.
- d) The Hirer must not do, or allow to be done, anything which may render payable an increased premium under policies of insurance effected by the Management in respect of the Premises or which may render void any such policies.

17. Default

The Management may at its discretion immediately terminate any contract with the Hirer in the following circumstances;

- a) Where any sum under this contract or any other contract has not been paid in full on the due date for payment;
- b) Where the Hirer has committed a material breach of these Conditions or any other contract between the Hirer and the Management;
- c) Where any distress or execution shall be levied on the Hirer's assets or if the Hirer shall make or offer to make any arrangement or composition with creditors or commit an act of bankruptcy or an administration order shall be presented or made against the Hirer or if the Hirer is a limited company and any resolution or petition to wind up the same (other than for the purposes of solvent reconstruction or amalgamation) shall be passed or served or an administration order be made or if a receiver or administrator be appointed of the Hirer's assets and undertaking or any part thereof;
- d) The Hirer ceases or threatens to cease to carry on business; or
- e) The Management reasonably apprehends that any of the events mentioned above is about to occur in relation to the Hirer or if in the opinion of the Management serious doubts arise as to the solvency of the Hirer.

18. Governing Law

This contract shall be governed by and construed in accordance with the laws of England and shall be subject to the jurisdiction of the English Courts.

The Bridgewater Hall is managed by SMG Europe Holdings Limited. Registered Office: Manchester Arena, Victoria Station, Hunts' Bank, Manchester, M3 1AR. Telephone +44 (0) 161 950 0000. Facsimile +44 (0) 161 950 0001.

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Registered in England: 05558259. Registered for VAT: 844 2807 22. Chief Executive: Nick Reed

