

The Hepworth Wakefield

Accommodation Hire at the Hepworth Wakefield, Gallery Walk, Wakefield, West Yorkshire WF1 5AW

Terms and Conditions

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| 1. | <u>Rights granted</u> | 3.1 | that the Accommodation shall only be used for the purpose of the Event; |
| | In consideration of the Hirer complying with its obligations under this Agreement and the conditions set out in the Schedule ("the Conditions") (THWE) hereby grants to the Hirer the right and license to enter upon and use the Accommodation for the purpose only of the Event. | 3.2 | to comply with these Conditions and ensure that all persons attending the Event, and all staff and permitted sub-contractors of the Hirer comply (where relevant) with |
| 2. | <u>Payments</u> | | the terms and conditions of this Agreement including the Conditions; |
| 2.1 | The Deposit, if demanded, shall be payable to The Hepworth Wakefield Enterprises Ltd on the signing of the Booking Form and shall be non-refundable. Any provisional bookings will be cancelled 30 days after they were made if the Booking Form duly signed and any Deposit requested have not been returned to THWE. | 3.3 | to use THWE caterer or such other caterer as THWE shall approve to provide the catering requirements at the Event; |
| 2.2 | The Basic Hire Charge shall be paid to THWE on or before the Payment Date and, subject to clauses 8.2 and 8.3 below, shall be non-refundable. | 3.4 | to comply with all instructions of the Authorised Officer; and |
| 2.3 | The Hirer shall in addition pay to the Hepworth Wakefield, within 30 days of invoice, such sums as THWE invoices to the Hirer following the Event in respect of the Additional Hire Charge and any other additional charges attributable to the Event (including in particular for rectification of any damage to the Accommodation or The Hepworth Wakefield premises). | 3.5 | to discuss all proposed arrangements for the Event with the Authorised Officer and to comply with his directions in relation to those arrangements; |
| 2.4 | All payments in respect of Catering Requirements or for any other reason must be made prior to the Date of the Event unless specifically agreed otherwise in writing between Hirer and THWE. | 3.6 | at its expense to give all necessary notices and to obtain all necessary licences and consents required by, and to comply with the provisions of, all laws for the time being in force in England and Wales. |
| 3. | <u>Hirer's undertakings</u> | | |
| | The Hirer agrees and undertakes as follows: | | |

4. Indemnity and Insurance

4.1 The Hirer shall indemnify and keep indemnified THWE against all claims, damages, liabilities, actions, costs, fees and expenses (including professional expenses) suffered or incurred by THWE as a result of the Event or arising out of the Hirer's and its employees' and sub-contractors' use of the Accommodation or out of any breaches by the Hirer of its obligations under this Agreement or resulting in any way from the conduct of any of the persons attending the Event.

4.2 The Hirer shall maintain insurance cover against loss or damage arising out of the hiring of the Accommodation for a total indemnity limit of no less than ten million pounds (£10,000,000) and shall supply a copy of such insurance policy to THWE upon request.

4.3 Notwithstanding the insurance cover mentioned in clause 4.2 above, the indemnity given in clause 4.1 above shall apply in respect of, and the Hirer shall remain responsible for, any claims, damages, liabilities, actions, costs, fees and expenses which are not recoverable under any policy effecting such cover or to the extent that they exceed the limit mentioned in clause 4.2 above.

5. Liability of THWE

Except in respect of death or personal injury caused by THWE negligence, THWE excludes liability to the fullest extent permitted by law for loss or damage suffered by the Hirer or any person attending the Event or any other person involved directly or indirectly with the Event which arises out of the connection with the use of the Accommodation for the purposes of the Event.

6. No Assignment

This Agreement is personal to the Hirer who may not assign, sub-license, sub-let, share, hire or dispose of it in any way without the prior written consent of THWE. In the event of THWE granting its consent to any sub-contractors (including caterers, suppliers, etc) the Hirer shall remain fully responsible for the acts and omissions of such sub-contractors.

7. Force Majeure

THWE shall not be liable for any delay in performance or breach of this Agreement or termination of the license granted to the Hirer due to any event beyond THWE's control including (but not limited to) fire, flood, storm, strike, lockout, electrical failure, Act of God, explosion, war, terrorist activity and acts of governmental or parliamentary authority.

8. Termination and Cancellation

8.1 THWE shall be entitled to terminate this Agreement forthwith by notice in writing without prejudice to its other remedies if:

- (a) the Hirer is in material breach of any of its obligations and has not (in the case of a breach which is capable of remedy) remedied the same within seven days (or such other time as is reasonable) of a notice from THWE requiring it to be remedied; or
- (b) the Hirer ceases to trade or carry on business or is unable to pay its debts or becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound up for any reason.

8.2 THWE may (without prejudice to its rights and remedies in respect of any prior breach of this Agreement) cancel this Agreement forthwith at any time by notice to that effect to the Hirer and in that event THWE shall, unless there has been a breach of any of the terms of this Agreement, return all sums paid by the Hirer for the use of the Accommodation but the Hirer and other persons attending the Event shall have no further claim whatsoever against THWE in respect of the cancellation of this Agreement.

8.3 Cancellation

Upon cancellation of this Agreement in writing by the Hirer, THWE reserves the right to impose the following cancellation charges depending on the date on which the cancellation notice is received by THWE as follows:

Within 30 days of the Date of Event	100% of Basic Hire Charge, Catering Charge (minimum numbers) and
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	Additional Hire Charge
Less than 60 days prior to the Date of Event but more than 31 days prior to the Date of Event	75% of the Basic Hire Charge, Catering Charge (minimum numbers) and Additional Hire Charge
more than 61 days prior to the Date of Event	50% of the Basic Hire Charge Catering Charge (minimum numbers) and Additional Hire Charge

For the avoidance of doubt, the Deposit paid by the Hirer shall be non-refundable in all circumstances.

Final guest/ delegate numbers are required in writing, no later than 7 days prior to the Date of Event.

9. Entire Agreement

This Agreement supersedes all prior agreements, representations, arrangements and undertakings between the parties in relation to the hire of the Accommodation and constitutes the entire agreement between the parties relating to the Event. Provided that nothing in this clause shall operate to exclude or limit liability for fraudulent misrepresentation. No amendment of this Agreement shall be binding unless it is in writing signed by the duly authorised representatives of the parties.

THE SCHEDULE - the Conditions

1. In these Conditions, terms shall bear the same meanings as in the Agreement to which these Conditions are attached unless the context requires otherwise.
2. The Hirer must fully and fairly represent in writing the purpose for which the Accommodation is required.
3. The Hirer will ensure that a maximum number of people, agreed with the Authorised Officer, attend the Event and that this maximum is under no circumstances exceeded.
4. Neither the Event nor ticket sales may under any circumstances be advertised to the general public in any media without

the prior approval in writing of the Authorised Officer. Tickets may not be offered for sale in the immediate vicinity of THW.

5. The Hirer shall comply with such requirements relating to the form, content, publication or distribution of any material relating to the Event as the Authorised Officer may (at his discretion) impose.
6. No alcohol may be brought into THW or the Accommodation by any person without the prior written consent of the Authorised Officer. The Hirer must specifically agree with the Authorised Officer and adhere to instructions with respect to the sale of alcohol at the Event and the precise type of entertainment to be provided. Any specified maximum volume or level of sound for music or other entertainment must be strictly adhered to.
7. The Hirer must at all times take every reasonable care to ensure the proper and careful use of THW and must draw the attention of the Authorised Officer to any fact which may constitute an unusual or special risk of whatever kind to the Accommodation. When in doubt as to whether any part of the planned Event may constitute an unusual or special risk, the Hirer must seek advice from the Authorised Officer.
8. The Hirer shall use THW so that it is at all times maintained in a clean, tidy and safe condition. All litter shall be removed by the Hirer no later than the end of the Hire Period.
9. The Hirer shall ensure that no person:
 - (a) fixes anything to the structure, or any of the contents, or in the grounds of THW; or
 - (b) marks, soils or damages the structure, contents, or grounds of THW; or
 - (c) paints or constructs (save by way of the erection of prefabricated components approved by the Authorised Officer) any object or structure inside THW; or
 - (d) damages or removes any of the exhibits, fittings or other contents of THW; or
 - (e) touches or tampers with any gas, electrical or water installations at THW

- without the Authorised Officer's consent.
10. The Hirer shall ensure that all internal and external exits, corridors and fire exit signs are kept clear and free from obstruction and that fire appliances are not removed or tampered with. The Authorised Officer shall have the right to move any person or remove anything obstructing the exits and corridors.
 11. General Restrictions
 - (a) No smoking is permitted on THW (including external land).
 - (b) Confetti (of any kind, including petals and rice), glitter, balloons, fireworks and sparklers are strictly prohibited.
 - (c) Performers and entertainment for events must be agreed prior to the event to protect the artistic integrity of THW.
 - (d) Ticketed events and events where a profit will be made by the Hirer must be specifically agreed in advance of the event and are subject to agreement.
 - (e) Any electrical equipment brought onto site by the Hirer, guests or subcontractors must be accompanied by a current PAT test certificate.
 - (f) THW staff have the right to insist on the removal of anything, or anybody, which they perceive as inappropriate to the integrity of the Gallery, or representing a risk to the building, collections or people in the Gallery.
 12. The Hirer shall comply with the Health and Safety at Work etc Act 1974 (as amended) and all applicable laws and regulations. The Hirer will also be expected to comply with the THWE safety requirements in operation at the time of the Event.
 13. The Hirer shall ensure that no electrical equipment is used in such a way as to damage or otherwise interfere with the electrical installations of THW and that no appliance or apparatus is connected to THW electrical system without the prior written consent of the Authorised Officer. The Authorised Officer may, at his/her sole discretion, require that any electrical equipment brought into THW shall not be used and, if he thinks fit, may require such equipment to be checked and/or removed from THW,
 14. The time given by the Authorised Officer at which the Event must finish must be strictly adhered to; all guests must have left THW premises by that time. Bars must stop serving 30 minutes before the time an Event is due to end and any music or other entertainment must stop 20 minutes before the Event is to end.
 15. THWE accepts no responsibility for any items or articles brought to the Hepworth Wakefield by the Hirer or any guest or for any item or articles left at the Hepworth Wakefield following the conclusion of the Event. THWE shall have the right to remove and discard anything left in Accommodation after the Hire Period has ended. If anything appears to the Authorised Officer to be an article of value he may, if he thinks fit, store such article. THWE accepts no liability for the safe keeping of such stored articles which are stored at the Hirer's sole risk.
 16. The Hirer shall, not later than the end of the Hire Period:
 - (a) remove from THW anything which has been brought into the Accommodation; and
 - (b) bring any damage to the Authorised Officer's attention.
 If, in the opinion of the Authorised Officer, the Hirer has failed to comply with the above requirements THWE may, at the Hirer's expense, do all that is necessary to comply with the said requirements.
 17. The Hirer shall comply with any instructions from the Authorised Officer and, while functions are in progress, from any member of stewarding or security staff.

If the fire alarms go off at any point during an event the building must be evacuated immediately, guests should no stop to collect any personal possessions. THWE will provide an induction to the building and any advice on evacuation on the day of the event.
 18. The Authorised Officer may enter any part of the Accommodation at any time during the Hire Period. The Authorised Officer may terminate the Event at any time if he believes that the behaviour of the Hirer or

the Hirer's guests/caterers is inappropriate
or if THW contents/structure is at any risk
of damage.