

## **Private and Confidential**

# **Bar Hire Agreement**

### **1. Introduction**

1.1. This Bar Hire Agreement ('this Agreement') sets out the legally binding Terms and Conditions on which 'We' (or 'Our' or 'Us'), the Kings College Students' Union, allows 'You' (or 'Your'), the organisation named in Section 2 below, to hire space and facilities owned or leased by Us for an Event ('the Event') at a time and date specified below ('Your Booking').

### **2. Your and Our Status**

2.1. We are a registered charity (1136729) and a company limited by guarantee (CRN5762196) that is registered at Macadam Building, Surrey Street, London, WC2R 2NS.

2.2. You are **COMPANY NAME** (Comp Reg: x    Vat no: x ) that is registered at x

### **3. Contact Details**

3.1. Our primary point of contact is **X**

3.2. Your primary point of contact is Sean Ryan: Sales Coordinator (Sean.Ryan@kclsu.org)

### **4. The Commencement of this Agreement**

4.1. This Agreement between You and Us will commence when we confirm in writing Our acceptance of Your offer to hire space and facilities in the Centre.

### **5. The Space and Facilities**

5.1. The space and facilities are those known as **Guys Bar ("The Bar")** which is located in **Current Bar Location**.

### **6. The Time/s and Date/s of the Event/s**

6.1. The period of Your Booking ('the Booking Time/s') and the Event/s will begin and end at the following times and on the following date/s:

Date:  
Booking Start Time:  
Event Start Time:  
Event End Time:  
Booking End Time:

### **7. Maximum Capacity**

7.1. You must note and not exceed the following maximum capacity levels of the space/s that You have hired in the Centre:

- 7.1.1. The maximum event capacity of the Bar is 300 people.
- 7.1.2. The maximum event capacity of the Studio is 50 people.

7.2. It is Your responsibility to comply with these maximum capacity levels. We reserve the right to cancel this Agreement, and if necessary end the Event, if We discover that either or both of them will be, or have been, breached.

## **8. Full Fees**

8.1. You agree to pay Us the following fees ('the Full Fee') for the Bar at the above time/s and date/s:

- Hire Fee: £
- Vat: £
- Full Fee: £

8.1. You agree to pay Us a 'Minimum Bar Spend' for the drink sales that occur during your booking. Minimum Bar Spend will be calculated as any negative difference of the actual expenditure on the bar during Your event (As calculated by Us) to The Minimum Bar Spend as understood by Clause 8.1.1.

8.1.1. Minimum Bar Spend. £500 (Exc Vat)

8.2. You agree to pay Us:

8.2.1. Complete payment of Your Full Fee by end of business (17:30) on the fifteenth working day from the date of Our written invoice to You.

8.2.1. The full outstanding Minimum Bar Spend as well as any additional costs as specified in clause 9.2.5. within fifteen working days of your event having taken place.

8.3. As well as Your hiring the Bar and the Bar at the Booking Time/s set out in Clause 6 of this Agreement, the Hire Fee will include:

- The services of a Lighting and Sound Technician;
- The existing sound & lighting system;
- Dedicated Bar Supervisor
- Staging, the maximum size of which We will determine;
- Green Room Access
- External Catering Permission.
- Staffed Cash Bar During Event Hours.

## **9. Additional Fees**

9.1. You agree to pay Us for Our provision of any facilities or services, or expenditure that we incur in relation to Your Booking, that is not listed in Clause 8.1 of this Agreement ('Additional Fees.')

9.2. Additional Fees includes, but is not limited to:

9.2.1. A hiring charge of 10 (ten) percent of the Full Fee for each hour in which equipment is installed, dismantled or stored in the Bar or the Bar outside of the Booking Time/s;

9.2.2. The hiring of any additional technical support, including but not limited to sound and lighting engineers, that will be charged at Our standard rates, or those standard rates of a

third party as agreed in writing between the primary contacts listed in Clause 3 prior to the event.

9.2.3. The cost of any temporary alterations to the Bar that You have asked, and We have agreed, to be put in place, or for reasons of safety, We have stipulated must be put in place and is agreed in writing between the primary contacts listed in Clause 3 prior to the event.

9.2.4. The hiring of any of Our staff in addition to Our staff set out in Clause 8.3 of this Agreement, including but not limited to any DJs, members of a crew or cast, cloakroom staff, stewards and/or security personnel as agreed in writing between the primary contacts listed in Clause 3 prior to the event.

9.2.5. The provision of additional drinks and catering not listed in Clause 8.3 as is agreed in writing between the primary contacts listed in Clause 3 prior or during the event.

9.2.6. The provision of additional furniture as is agreed in writing between the primary contacts listed in Clause 3 prior to the event.

9.2.7. The cost of any acts or incidents as set out in the 'Your Liability' section below.

## **10. Cancellation Period (and applicable fees)**

10.1. You may cancel Your Booking, and thus terminate this Agreement, by writing to us prior to the Event, although We will keep:

10.1.1. Twenty per cent (20%) of the full fee (including VAT) and any additional fees, the services for which have already been delivered at the time of Your cancellation or

10.1.2. Your full fee (including VAT) and all additional fees, regardless of whether the services for which have been delivered at the time of Your cancellation, if We receive Your written cancellation **within 20 working days** of the start of Your Booking.

## **11. Your Responsibility**

11.1. You must have in place with a reputable company a valid public liability insurance policy at and throughout the Booking Time;

11.2. You must comply with all relevant health and safety legislation, as well as any measures that We decide to put in place to protect those attending and working at the Event;

11.3. You are responsible for the transport, installation, storage, performance, dismantling and removal of Your or any third party equipment that You have asked, and we have agreed You can, use during Your Event;

11.4. You must provide Us with the details of any additional equipment, support or staff as soon as is reasonably practicable, but no later than 10 working days before the Booking Time;

11.5. You must seek Our approval of all oral, written and other promotional material that includes any references to Our organisation or Our premises before it is broadcast or published. We will not normally allow Our name, to be used in any such material; and

11.6. You must not assign or transfer any of Your rights or responsibilities under this Agreement to any third party without Our written approval to do so.

11.7. The sale and or supply of intoxicating liquor is the sole right of the Bar appointed Licensee and no exceptions to this will be given. No alcohol of whatever description or associated beverages may be brought onto the premises at any time or for any purpose without Our written approval to do so.

## **12. Our Responsibility**

12.1. We must provide You with space and facilities that are compliant with all legislation and statutory regulations.

12.2. We reserve the right to refuse entry and/or service to any individual or group whose presence or behaviour in or on any of Our or KCI's premises, that we have reason to believe is, or is likely to be, unlawful, a risk to their own safety or security or that of others, in breach of Our own policies or procedures, or detrimental to Our business and charitable purposes.

### **13. Liability**

13.1. We will not be liable for any claims, compensation, costs, damages or other expenditure, legal, technical or otherwise, in relation to Your Booking and the Event except where death or personal injury is shown to have occurred due to negligence on Our part.

13.2. You will be liable for claims, compensation, costs, damages or other expenditure, legal, technical or otherwise, in relation to Your Booking and the Event except where death or personal injury is shown to have occurred due to negligence on Our part. Your liability includes any damage to, repair or loss of Our equipment, furniture, premises or reputation.

13.3. We or You will not be liable under this Agreement for any acts or incidents that can reasonably be considered to be outside of Our or Your control. Such acts or incidents include, but are not limited to, acts of God, an outbreak of conflict or hostilities, a civil disturbance, strike action, an act of terrorism, a change in legislation or government policy, the intervention of a government or law enforcement agency, a natural disaster, fire, flooding, power failure and/or the absence of telecommunications.

### **14. Partnership**

14.1. Nothing in this Agreement, or in relation to Your Booking or the Event, is intended to create a joint venture or any other kind of partnership between You and Us, or enables or permits You to act as an agent on Our behalf.

### **15. Third Party Rights**

15.1. This Agreement is not intended to benefit any third party or be enforceable by any third party. Your and Our decision to amend, terminate or waive any part or all of this Agreement is not subject to the consent of any third party.

### **16. Non-Waiver**

16.1. Your or Our failure to enforce at any time, or for any period, any of the Terms and Conditions of this Agreement will not constitute or be deemed to be a waiver of them or prevent You or Us enforcing any Terms and Conditions of this Agreement in future.

16.2. If any term or condition of this Agreement is deemed to be invalid, illegal or unenforceable for any reason, it will not affect the validity, legality and enforceability of the other Terms and Conditions of this Agreement.

### **17. Confidentiality**

17.1. You must keep the contents of this Agreement confidential, save for when You are required to disclose it to an appropriate body or person to meet any legislative or regulatory requirement.

## **18. Termination**

18.1. In addition to the circumstances set out in Clause 7.2 and Clause 10.1 of this Agreement, You or We can terminate this Agreement by giving written to each other in the event that:

18.1.1. The other party has committed a material breach (or breaches) of it that cannot be remedied before the Booking Time;

18.1.2. The other party goes into any form of administration, receivership, liquidation (compulsory or voluntary) or is declared insolvent; or

18.1.3 The other party undergoes a change of ownership.

## **19. Written Documentation**

19.1. Any reference to written approvals, requests, confirmation or correspondence means emails, facsimiles and posted mail only.

## **20. Governing Law and Jurisdiction**

20.1. This Agreement will be subject to the law of England under the exclusive jurisdiction of the English Courts.

## **21. Signatures**

**Signed:** .....

**Printed:** .....

**On behalf of:** .....

**Date:** .....

Bar

**Signed:** .....

**Printed: Shannon McCool**

**On behalf of:** Kings College London Students Union

**Date:**.....