



UNIQUE VENUES BIRMINGHAM

TERMS AND CONDITIONS OF BUSINESS

1. INTERPRETATION

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

"UVB"	Unique Venues Birmingham Limited (company number 10661257);
"Additional Costs"	means any costs, expenses or losses incurred by UVB in relation to the Event other than the Total Hire Cost;
"Contract"	means the Event Function Contract and these Terms;
"Deposit"	means the deposit amount set out in the Event Function Contract
"Event Duration"	means the period of time from the Event Start Time to the Event End Time;
"Event End Time"	means the date and time as set out in the Event Function Contract;
"Event Function Contract"	means the event function contract which sets out the Event specific details and incorporates these Terms;
"Event Start Time"	means the date and time as set out in the Event Function Contract;
"Event"	means your hiring of the Hire Areas for the Event Duration together with any Services which may be provided by UVB;
"Hire Area"	means the area or areas of the Venue set out in the Event Function Contract;
"Services"	means the services to be provided by UVB to you as set out in Event Function Contract;
"Terms"	means the terms and conditions set out in this document;
"Total Hire Cost"	means the total hire cost of the Event (other than any Additional Costs) as set out in the Event Function Contract;
"Venue"	means the Birmingham Repertory Theatre and the Library of Birmingham, Broad Street, Birmingham, West Midlands B1 2EP; and
"you" and "your"	means the person, persons, business or organisation named as the customer in the Event Function Contract.

1.2 When UVB use the words "written" or "writing" in these Terms, this will include e-mail unless UVB says otherwise.

2. UVB'S CONTRACT WITH YOU

2.1 These are the terms and conditions on which UVB agrees to hire the Hire Area and supply the Services to you.

2.2 Before you sign the Event Function Contract, please ensure that you read these Terms carefully and check that the details in the Event Function Contract and in these Terms are complete and accurate. If you think that there is a mistake or require any changes to be made, please contact UVB to discuss.

2.3 These Terms become binding on you and UVB when you sign the Event Function Contract, at which point a contract will come into existence between you and UVB.

2.4 If any of these Terms conflict with the Event specific details included in the Event Function Contract, the Event specific details included in the Event Function Contract will take priority.

2.5 To contact UVB, please call 0121 245 2066 or email Enquiries@uniquevenuesbirmingham.com

3. CONDITIONS OF HIRE

You agree that:

Guests

3.1 The number of guests will not be below the minimum number of guests and will not exceed the maximum number of guests each as set out in the Event Function Contract.

3.2 You will notify UVB of the total number of guests attending the Event no later than 21 days prior to the Event Start Time unless a different arrangement has been agreed in writing by UVB.

3.3 If the maximum number of guests set out in the Event Function Contract is exceeded you will be liable for any Additional Costs incurred by UVB as a result of these additional guests. Such Additional Costs shall be payable in accordance with Clause 4.5.4.

3.4 You will be responsible for the behaviour of your guests. Anti-social, violent or threatening behaviour or drug use is not permitted and will not be tolerated by UVB. UVB, its agents and subcontractors reserve the right to refuse admittance to, and remove any persons from, the Venue if their behaviour or conduct is deemed by UVB, its agents or subcontractors to be in breach of the requirements set out in these Terms or otherwise inappropriate.

3.5 UVB operates the Venue according to the terms of its premises license. Intoxicated persons and persons under 18 years will not be served alcohol and will be asked to leave the Venue.

3.6 Prior to the Event Start Time, you and all of your guests will register at the location set out in the Event Function Contract.

3.7 No animals (except guide dogs) may be brought into the Venue by you or your guests without UVB's prior written consent.

The Venue, Hire Area and Event times

- 3.8 You will only access the Hire Area for the Event Duration (as further detailed in the Event Function Contract).
- 3.9 UVB grants you a licence to use and occupy the Hire Area for the Event Duration only, in accordance with these Terms, unless the Contract is cancelled in accordance with Clause 6. Notwithstanding this licence, possession of the Hire Area shall remain with UVB and no tenancy shall be created by virtue of UVB providing the Hire Area to you for the Event Duration.
- 3.10 You will not fix anything to the walls, floors, fixtures, fittings or any other surfaces of the Venue.
- 3.11 Any signs or displays required for the Event will be free standing and are subject to prior written approval by UVB.
- 3.12 You will be charged as an Additional Cost for any damage caused by you or any of your guests' actions. Such Additional Costs shall be payable as set out in Clause 4.5.4.
- 3.13 The Venue is a no smoking building and neither you nor any of your guests will smoke in the Venue.
- 3.14 No balloons will be used in the theatre spaces of the Venue and no fireworks or candles are to be used at the Event without UVB's prior written approval.

Outdoor Events

- 3.15 When booking any outdoor area at the Venue, UVB will provide an additional area in case of bad weather.
- 3.16 Bad weather for the purposes of Clause 3.15 may include rain, snow, ice or high winds.
- 3.17 UVB will monitor the weather on the day of the Event and will decide if the Event can be held outdoors or inside. This decision will need to be made 3 hours prior to the Event Start Time. UVB's decision will be final.

Sound Levels

- 3.18 If your Event is in the Book Rotunda, Baskerville or Highlight please note that, due to parts of The Library of Birmingham being open in the evening, amplified and some non amplified entertainment cannot be played until after 8.30pm Monday – Thursday, 7pm on a Friday or 5.30pm on a Saturday.
- 3.19 All entertainment at the Venue must be agreed in writing with UVB.
- 3.20 Any entertainment taking place before the times stated in clause 3.18 must not reach a decibel limit of 68; after these times the decibel limit of 80 should not be exceeded.
- 3.21 If your entertainment exceeds the agreed decibel limit, UVB may require you to turn down the noise levels to the agreed decibel limit. If the request is not met then UVB may terminate the entertainment with immediate effect.

Third party suppliers

- 3.22 You will not use any third party suppliers (i.e. suppliers other than UVB) for any services at the Event unless you agree such use with UVB in writing before the Event Start Time.
- 3.23 For the avoidance of doubt, no production/theming items, audio visual equipment, entertainment (such as DJ's, bands or musicians), flowers, corporate signs/displays, furniture or any other items may be brought to the Venue and used at the Event without UVB's prior written approval.

- 3.24 Should UVB approve the use of a DJ, band or musician, this is subject to the necessary PRS forms being completed and signed. Notwithstanding completion of any PRS forms you shall be solely responsible for ensuring that performers and speakers at the Event have obtained any required permissions or consents to use any music, materials or content at the Event, and you shall compensate UVB in full for any cost, charges or fines incurred by UVB as a result of any failure to obtain any required permission or consent.

Food, drink & final details

- 3.25 All food & drink orders and any other final details including technical should be communicated to UVB in writing 21 days prior to the Event Start date. If this is not received by UVB at the agreed time UVB may not be able to meet your requirements and it may hinder the delivery of the Event.
- 3.26 UVB cannot guarantee to meet any changes of final details or new requests such as technical, food & beverage notified after the time stated in Clause 3.25 (including allergy and dietary requirements).
- 3.27 Only food and drink supplied by UVB's approved suppliers can be used at the Event. For further details of UVB's approved suppliers, please contact UVB.
- 3.28 If you wish to bring your own caterers to the Event, this must be agreed with UVB in advance and you must sign UVB's Food Disclaimer Form prior to the Event Start Time.

Filming, press and photography

- 3.29 You must ask and get prior permission from UVB before taking any videos or photographs in areas outside of the Hire Area.
- 3.30 UVB can assist you with filming and/or photography provided that you agree with UVB your filming and/or photography requirements before the Event Start Time.
- 3.31 Unless you provide UVB with prior notice to the contrary, you consent to any pictures taken by UVB at your Event being used for marketing purposes.
- 3.32 You will clearly communicate in detail to UVB at or before the time of signing these Terms any press or media attendance or involvement at the Event. Such attendance or involvement is subject to UVB's prior approval.

Your belongings: delivery and storage

- 3.33 All materials you bring in specifically to the Event (including, but not limited to: corporate signs, marketing materials, publications, displays and goody bags) will be agreed with UVB prior to the Event Start Time and will only be delivered to UVB at the agreed date and time.
- 3.34 UVB can, on request, provide a detailed policy for deliveries to the Venue.
- 3.35 On-site storage for your materials and belongings is not available. All materials must be removed from the Venue immediately following the Event End Time unless a different collection date and time is agreed with UVB in advance.
- 3.36 UVB will not under any circumstances guarantee the safe keeping of any materials or belongings at any time (including, without limitation, any Event related materials and the personal possessions of your guests and third party suppliers).

Invitations

- 3.37 If using UVB's logo on invitations, you will only use the logo supplied to you by UVB.

- 3.38 Venue images for use on invitations must be provided by UVB only (a sheet of images can be provided on request). Adaptation of the building's external image is not permitted.
- 3.39 If provided for in the Event Function Contract you will submit to UVB for prior approval all advertising materials and invitations relating to the Event.
- 4. PRICE AND PAYMENT**
- 4.1 The Total Hire Cost for the Event is set out in the Event Function Contract. Our prices may change at any time, but price changes will not affect your booking if prices are detailed in your Event Function Contract and you have paid the Deposit.
- 4.2 A Contracted Minimum Spend is the least amount of money a party must spend on food and beverages. If a Contracted Minimum Spend is stated in your Event Function Contract then if the Contracted Minimum Spend is not reached, you will be responsible for paying the shortfall and UVB may retain any deposit monies to the value of the shortfall against the Contracted Minimum Spend.
- 4.3 All prices quoted are subject to the addition of VAT at the rate prevailing at the Event Start Time.
- 4.4 If the rate of VAT changes between the issue date specified on the Event Function Contract and the Event Start Time, UVB will adjust the rate of VAT that you pay, unless you have already paid for the Event in full before the change in the rate of VAT takes effect.
- 4.5 You must make the following payments to UVB within the stated time periods:
- 4.5.1 Unless Clause 4.5.3 applies you shall pay a Deposit of 80% of the Total Hire Cost stated in the Event Function Contract immediately on signing the Event Function Contract;
- 4.5.2 On confirmation of the agreed final details of your Event 21 days prior to your Event, and in any event by no later than 14 days prior to your Event, you shall pay the remaining balance of the Total Hire Cost and any Additional Costs notified to you by UVB.
- 4.5.3 For any Event booked which is to take place within 28 days of the date of booking you must pay the full amount of the Total Hire Cost by credit card when making the booking.
- 4.5.4 Any Additional Costs or other amounts owing to UVB following the Event must be paid within 30 days of an invoice being issued to you.
- 4.6 If the Deposit is not paid within 14 days of the date of issue of the Event Function Contract, UVB shall be entitled to allow a third party to book the Hire Area for the Event Duration instead of you and to terminate this Contract.
- 4.7 If you do not make any payments due to UVB by the due date for payment then (without limiting UVB's other rights and remedies):
- 4.7.1 A charge of £45.00 will be made on your account to cover bank and administration costs; and
- 4.7.2 UVB may charge interest to you on the overdue amount at the rate of 3% a year above the rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay UVB interest together with any overdue amount.
- 4.8 Payment of any of the amounts set out in Clause 4.5 can be made by BACS (bank details will be provided on request), or by Visa Debit, Visa Credit, Mastercard or American Express by calling UVB on 0121 245 2066.
- 4.9 A service charge of 12.5% will be added to the food and beverage bill for any Event involving food and/or beverages. This is relevant to the following events: canapés, banquet or drinks reception event.
- 4.10 You agree that UVB may pass your personal or company information to credit reference agencies and that they may keep a record of any search that they do.
- 5. EVENTS OUTSIDE UVB'S CONTROL**
- 5.1 UVB will not be liable or responsible for any failure to perform, or delay in performance of, any of UVB's obligations under these Terms that is caused by an Event Outside Our Control.
- 5.2 For the purposes of this Clause 5, an "Event Outside Our Control" means any act, event or circumstances beyond UVB's reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic, pandemic or other natural disaster, or failure of public or private telecommunications network.
- 5.3 If an Event Outside Our Control takes place that affects the performance of UVB's obligations under these Terms:
- 5.3.1 UVB will contact you as soon as reasonably possible to notify you; and
- 5.3.2 UVB's obligations under the Contract will be suspended.
- 6. CANCELLATION & POSTPONEMENT POLICY**
- UVB's right to cancel or postpone**
- 6.1 If the Event cannot go ahead due to a decision made by the government (closure, restrictions or other measures) due to a pandemic, UVB will enable the booking to be moved within a 12 month period. If you choose to not move the booking but cancel, then (except where clause 6.7 applies) the agreed cancellation terms set out in Clauses 6.5 and 6.6 shall apply.
- 6.2 UVB may have to cancel the Event and/or the Services before the Event Start Date, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which UVB cannot provide the Event and/or the Services. UVB will promptly contact you if this happens.
- 6.3 If UVB has to cancel an Event and/or the Services under Clause 6.2 and you have made any payments in advance, UVB will refund such amounts as are relevant to the cancellation. To the extent permitted by law, you and your guests shall have no further claim whatsoever against UVB in respect of such a cancellation of the Event and/or the Services.
- 6.4 UVB may (without limiting UVB's other rights and remedies) cancel this Contract at any time with immediate effect by giving you written notice if:
- 6.4.1 you do not pay UVB when you are supposed to as set out in Clause 4. This does not affect UVB's right to charge you administration fees or interest for late payment; or
- 6.4.2 you fail to comply with the terms of the Contract in any other material way and you do not correct or fix the situation as soon as reasonably possible after UVB asks you to in writing.
- Your right to cancel or postpone**

6.5 If you cancel or postpone the Event prior to the Event Start Time you will be charged £50.00 to cover the administration time taken to arrange and cancel or change the original booking.

6.6 In addition to the administration charge set out in Clause 6.5, to the extent permitted by law, UVB shall (except where clause 6.7 applies) be entitled to the following cancellation charges:

6.6.1 if you cancel the Event 126 days or more prior to the Event Start Time, the cancellation fee payable by you will be 15% of the Total Hire Cost;

6.6.2 if you cancel the Event 61 to 125 days (inclusive) prior to the Event Start Time, the cancellation fee payable by you will be 50% of the Total Hire Cost;

6.6.3 if you cancel the Event 31 to 60 days (inclusive) prior to the Event Start Time, the cancellation fee payable by you will be 75% of the Total Hire Cost; and

6.6.4 if you cancel the Event 30 days or less prior to the Event Start Time, the cancellation fee payable by you will be 100% of the Total Hire Cost.

6.7 If within 72 hours prior to the Event Start Time any key member of your party tests positive for COVID 19 or is notified of a requirement to self-isolate as a contact of a person testing positive for COVID 19 and as a result you are reasonably unable to proceed with the Event you must notify UVB immediately. If you are unable to agree with UVB an alternative date for the Event and provided that you provide to UVB reasonable evidence of the positive COVID 19 tests and the persons affected you may cancel the Event. Where you cancel the Event under this clause 6.7 you will not be required to pay cancellation charges under clause 6.6. However, you will be required to pay to UVB the amount of any costs incurred by UVB, or which UVB is liable to pay, in connection with the Event. UVB will advise you of the amount of these costs which shall be payable by you in accordance with clause 4.5.4.

7. UVB'S LIABILITY IF YOU ARE A BUSINESS CUSTOMER

This Clause 7 only applies if you are a business customer.

7.1 Nothing in these Terms limits or excludes UVB's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or for any other matters which cannot be limited or excluded by law.

7.2 Subject to Clause 7.1, UVB will under no circumstances whatsoever be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise arising under or in connection with the Contract for:

7.2.1 any loss of profits, sales, business, or revenue;

7.2.2 loss of business opportunity;

7.2.3 loss of goodwill; or

7.2.4 any indirect or consequential loss.

7.3 Subject to Clause 7.1, UVB's total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, shall in no circumstances exceed the Total Hire Cost.

7.4 Except as expressly stated in these Terms, UVB does not give any representation, warranties or undertakings in relation to your use of the Venue and/or the Services. Any representation, condition or warranty which might be implied

or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law.

8. UVB'S LIABILITY IF YOU ARE A CONSUMER

This Clause 8 only applies if you are a consumer (i.e. you are an individual not acting in the course of your business, trade or profession).

8.1 If UVB fails to comply with the terms of the Contract, UVB is responsible for loss or damage you suffer that is a foreseeable result of its breach of the terms of the Contract or its negligence, but UVB is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of UVB's breach or if it was contemplated by you and UVB at the time we entered into the Contract.

8.2 UVB is allowing you to use the Hire Area and the Services for domestic and private use only. You agree not to use the Hire Area or the Services for any commercial, business or resale purposes, and UVB shall have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8.3 UVB does not in any way exclude or limit its liability for:

8.3.1 death or personal injury caused by our negligence;

8.3.2 fraud or fraudulent misrepresentation;

8.3.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

8.3.4 any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); or

8.3.5 defective products under the Consumer Protection Act 1987.

8.4 As a consumer, you have legal rights in relation to the Hire Area and where the Services are not carried out with reasonable skill and care, or if the materials UVB use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

9. RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY UVB

9.1 **If you are a consumer**, to the extent permitted by law, you will be responsible to UVB for any loss or damage to the Venue (and any goods, items or property inside the Venue) and for death or personal injury to any persons which is caused by any act or omission of you, your guests, employees, agents or subcontractors.

9.2 **If you are a business customer**, you shall keep UVB indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit and loss of reputation) suffered or incurred by UVB as a result of the breach, negligent performance or failure or delay in performance of the Contract by you, your guests, employees, agents or subcontractors.

10. OTHER IMPORTANT TERMS

10.1 We will use the personal information you provide us only in accordance with our Privacy Policy. Our Privacy Policy can be viewed on our website www.uniquevenuesbirmingham.com

- 10.2 UVB may transfer its rights and obligations under the Contract to another organisation, and UVB will always notify you in writing if this happens, but this will not affect your rights or UVB's obligations under the Contract.
- 10.3 You may only transfer your rights or your obligations under the Contract to another person if UVB agrees in writing.
- 10.4 This Contract is between you and UVB. No other person shall have any rights to enforce any of its terms.
- 10.5 Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.
- 10.6 If UVB fails to insist that you perform any of your obligations under these Terms, or if UVB does not enforce its rights against you, or if UVB delays in doing so, that will not mean that UVB has waived its rights against you and will not mean that you do not have to comply with those obligations. If UVB does waive a default by you, UVB will only do so in writing, and that will not mean that UVB will automatically waive any later default(s) by you.
- 10.7 **If you are a consumer**, the Contract and any dispute or claim arising out of or in connection with it will be governed by English law. You and UVB both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 10.8 **If you are a business customer**, the Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in relation to the same.