

UNIVERSITY VENUE CONDITIONS

1. Definitions and interpretation

Definitions in quotation marks on the Event Schedule Form and in these Conditions apply; and headings are for ease of reference only.

2. The Contract

2.1 The contract between the University and the Customer comprises the Events Schedule Form, these Conditions (and any "University Venue Rules" provided to the Customer), to the exclusion of all other terms and conditions.

3. Payment

3.1 The University may cancel the booking at any time or require a bank guarantee if the Administrator is not reasonably satisfied that the Customer will pay the Charges.

3.2 The University will invoice the Customer for all Charges after the Event (less any advance payment received). Payment in sterling must be received by the University within 28 days of the invoice date without deduction or bank charges.

3.3 Interest and debt recovery charges will be payable on any outstanding amount at the statutory rate in force under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations (2002).

3.4 VAT will be charged at the rate prevailing on the date of the Event.

4. Use by the Customer, Termination or other action by the University

4.1 The Customer is responsible for the supervision, safety and good behaviour of all persons it brings to the Venue and for any damage caused, either wilfully or by neglect. Any Maximum Number may not be exceeded. The Customer must keep and provide on request a record of the number of persons admitted. Smoking is not permitted. The Venue is to be left in a clean and orderly state, free of litter. The Customer may not make any alteration to (or do any work on) any part of the Venue or equipment provided. Extra charges will be invoiced if any damage is caused or re-setting of equipment or extra cleaning is needed.

4.2 The Customer shall inform the Administrator immediately if any damage is done or any person is injured.

4.3 No part of the Venue is to be used for any purpose other than for the Event.

4.4 No part of the Venue is to be used for any unlawful purpose or in any unlawful way. All Venue Rules and legislative requirements are to be observed.

4.5 The Customer is responsible for all property and belongings brought into the Venue, including removal at the end of the Period. No inflammable, noxious or dangerous items may be brought into the Venue or, without the Administrator's consent, any equipment.

4.6 Food or drink may not be consumed or alcohol sold in the Venue without the Administrator's consent.

4.7 The Customer shall ensure familiarity and compliance with fire regulations and all University policies relevant to the hire including without limitation health and safety, data protection, equal opportunities, child protection drugs and information technology. (Details are given on the University's website.)

4.8 University staff may enter the Venue at any time.

4.9 If the Customer breaches the contract (or has previously breached a venue hire contract with the University) or fails to make payment by the due date or the Administrator reasonably believes that the Event might damage the reputation of the University or is unsuitable for the Venue, the Administrator, acting reasonably, may do any of the following (refunding any Charges already paid out but without the University being liable to pay any compensation): refuse admittance to the Venue, withdraw services to any individual or group of persons and terminate the contract.

5. General

The University has taken all reasonable steps to ensure that all printed information available to Customers is accurate and up-to-date. However, the University cannot guarantee that the rooms and/or additional facilities and services described in its literature will necessarily be available. *University of Cambridge Legal Services Office, version 8 16.03.10*

Read the attached University Venue Conditions and Rules before completing the Event Schedule Form.
Complete, sign and return this form to the Assistant Concert Hall Manager.

- 5.1 The Customer may not assign or sub-hire the benefit of the contract.
- 5.2 Nothing in the contract confers or purports to confer on any third party any benefit or any right to enforce any term of the contract.
- 6. Complaints**
- 6.1 Any Customer complaint must be made in writing to the Administrator within 5 days beginning the day after the end of the Event.
- 7. Liability**
- 7.1 The University is liable without limit for personal injury or death caused by the University's negligence and for fraud or fraudulent misrepresentation.
- 7.2 Subject to Condition 7.1 the University will not be liable for indirect or consequential loss (loss that was not reasonably foreseeable to both the Customer and the University when the Customer signed the contract).
- 7.3 The University's total liability under or connection with the contract of whatsoever nature and howsoever arising shall be limited to the total Charges paid to the University for the provision of its services.
- 7.4 Condition 7.3 does not apply to a Customer who is a consumer (a consumer is someone buying, not in the course of his or her trade, business or profession, goods or services for personal use).

UNIVERSITY VENUE RULES

- 1. Bookings and Cancellation**
- 1.1 Customers apply to hire the Venue by submitting an Event Schedule Form. The University may accept (by the Administrator counter signing in which case a contract is made) or refuse the application as it sees fit.
- 1.2 On completing this contract the Customer is liable for the Charges in the Event Schedule Form.
- 1.3 If the Customer wishes to cancel the booking, s/he should write to the Administrator. The Administrator will try to re-let the booking and, if successful, will re-imburse the amount secured from the re-letting to the Customer, less a 5% administration charge.
- 2. Additional Services**
- 2.1 The University may agree in writing with the Customer to provide additional agency services, such as arranging, supervising and managing third party provided services (such as accommodation and catering) and transmitting payment to third party providers on behalf of the Customer.
- (a) Where the University undertakes such tasks, it is acknowledged and agreed that the University acts as agent for the Customer and that all acts done by the University in this respect shall bind the Customer as principal.
- (b) The University takes reasonable care in selecting and liaising with suppliers but unless otherwise agreed is not responsible for the choice of supplier or its conduct or performance. If the Customer is dissatisfied with the performance of a third party supplier, the University will provide reasonable assistance but any claim against the supplier is entirely a matter for the Customer to pursue. If the University, acting reasonably, determines that, despite the Customer's dissatisfaction, the supplier should be paid all or part of its fee, the University shall have the right to make such payment. Any recovery of such payment is for the Customer to pursue with the supplier.
- 2.2 A 15% handling charge will be added to the cost of any third party service to cover the University's overheads and administration costs. Unless otherwise stated the quotation for the third party supply will include this charge.
- 3. Use (further provisions)**
- 3.1 No animals (except guide dogs) are to be brought into the Venue or allowed to enter the Venue without the prior consent of the Administrator.

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3.2 The Customer shall ensure that persons it allows to enter the Venue do not cause a nuisance or unreasonable disruption to the University, the University's employees, students, anyone using or visiting the University or nearby residents and shall keep noise to a minimum between the hours of 11:00 pm and 8:00 am.

4. Liability (further provisions)

4.1 The University will not be liable for any loss due to breakdown of machinery, failure of supply of electricity, industrial action, leakage of water, fire, government restriction, or act of God or any act beyond its reasonable control which may cause the Venue to be temporarily closed or the booking to be interrupted or cancelled.

4.2 The University gives no warranty that the Venue is legally or physically fit for any specific purpose, even if made known to the Administrator beforehand.

5. Supervision

5.1 The Customer is to be responsible for:

- (a) the efficient supervision of the Venue including without limitation
 - (i) the effective control of children;
 - (ii) the orderly and safe admission and departure of persons to and from the Venue;
 - (iii) the orderly and safe vacation of the Venue in case of emergency; and
 - (iv) the supervision and guidance of persons (other than University staff or contractors) setting up, moving or clearing away equipment in relation to health and safety and safe handling of equipment;
- (b) the preservation of good order and decency in the Venue; and
- (c) ensuring that fire exits are not obstructed.

5.2 The University will provide one custodian during the Period who will give advice on standard procedures relevant to the requirements contained in paragraph 5.1.

6. Equipment

6.1 Except as provided below, the Customer is responsible for setting up, moving and clearing away all equipment, including furniture and platforms (whether University Equipment or items borrowed or brought in by the Customer).

6.2 The University will arrange for the setting up, moving and clearing away of equipment at an extra charge. If the Customer is in any doubt about how to handle a piece of equipment safely, it must consult the Venue custodian and pay for any assistance recommended by the custodian to handle the equipment safely.

6.3 Unless otherwise agreed, if the Customer is a person not an organisation, the Customer must arrange with the Administrator and pay for all equipment to be set up, moved and cleared away.

7. Electrical Equipment

7.1 No lighting, heating, power or other electrical fittings or appliances in the Venue are to be altered moved or in any way interfered with.

7.2 No additional lighting, heating, power or other electrical fittings or appliances are to be installed or used in the Venue without the prior consent of the Administrator. All such equipment must have been tested no earlier than 12 months immediately prior to the end of the Period and bear a label confirming the test date. Spot checks to ensure compliance may be carried out. The University reserves the right to insist that equipment which has not been tested or may be dangerous is immediately removed.

7.3 For the avoidance of doubt, where the University is requested to assist with connecting equipment to University facilities, for example AV equipment, if the assistance is given, this is done entirely at the sole risk of the person making the request, or where applicable their organisation or the owner of the equipment, including any accidental damage caused. Such person must make sure their data is fully backed up before making the request.

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8. Decorations and advertising

- 8.1 No bolts, nails, tacks, screws, bits, pins or other like objects are to be driven into any part of the Venue nor is any adhesive substance to be attached to it.
- 8.2 No placards or other articles are to be fixed to any part of the Venue.
- 8.3 No posters, boards, signs, flags or other emblems or advertisements are to be displayed inside or outside any part of the Venue without the prior consent of the Administrator except that the Customer may use the leaflet racks where provided for displaying leaflets relating to the function for which the hiring is made.
- 8.4 Flyposting is not permitted.

9. Protection of children from harm

- 9.1 All events must be suitable for the public to attend regardless of age.

10. Gambling

- 10.1 No sweepstake raffle tombola or other form of lottery is to be permitted to take place in the Venue except a lottery which meets the following conditions:
 - (a) it is lawful under the Gambling Act 2005;
 - (b) the Administrator's prior consent has been obtained.

11. Alcohol

- 11.1 If the Customer is permitted to serve alcohol, it shall comply with all requirements of the University's Venue licence issued pursuant to the Licensing Act 2003 (available on request) and those specified by the University's Designated Premises Supervisor. In particular the Venue must be cleared by midnight.

12. Public liability insurance

- 12.1 The Customer is to have in force throughout the Period (and produce evidence on request of) public liability insurance effected with a reputable insurance company for a sum of not less than £2,000,000.

13. Security

- 13.1 21 days before the Event, the Customer must give the Administrator details of proposed speakers and their presentations. The Customer will be invoiced for the cost of any additional security measures considered necessary by the Administrator.
- 13.2 If the Customer employs staff to restrict access to the Venue, the Customer is responsible for ensuring that such staff are licensed by the Security Industry Authority.

14. Entire Agreement

- 14.1 The contract formed by a counter-signed Event Schedule Form constitutes the entire agreement between the parties (except in the cause of fraud or fraudulent misrepresentation), is subject to English law and the jurisdiction of the English courts and cannot be waived or varied except in writing signed by the University.

15. Notices

- 15.1 All notices demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the Customer address in the Agreement in the case of a notice demand or request to the Customer and to the Administrator at Venue address in the case of a notice demand or request to the University.

16. Performance

- 16.1 If the use of the Venue will involve any musical or dramatic works, the Customer shall provide 4 complimentary seats (adjacent to each other) for each performance during the Period for the University's use in the name of the Venue. The Customer may release such seats for resale if such seats have not been collected at least 15 minutes before the commencement of the performance.
- 16.2 The stage lighting equipment and the PA system may be operated by the Customer but only with the prior consent and supervision of the Venue custodian.

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- 16.3 The Customer is to provide one clearly identifiable steward over the age of 18 per 125 audience members admitted to the concert hall or recital room events.
- 17. Copyright works**
- 17.1 The Customer shall not infringe any copyright or allow any copyright to be infringed when using the Venue.
- 17.2 If the use of the Venue will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists prior to the Period in anyone other than the performer or speaker the Customer will obtain the consent of the owner of the relevant copyright and subject to paragraph 17.3 will pay all composers' authors' publishers' and other charges or royalties which may be payable.
- 17.3 The University shall be responsible for payment of any charges due to PRS for Music in respect of the Customer's use of the Venue. The University may charge to and recover from the Customer sums paid to PRS for Music under this paragraph if such sums exceed £68.
- 17.4 The Customer shall notify the Administrator within 7 days beginning on the day after the last day of the Event the sum total of actual box office receipts (net of VAT) and provide the Administrator with two copies of the programme of all musical or dramatic works performed during the Period including full details of
- (a) the items performed; and
 - (b) the name or names of the performer or performing group.
- 18. Broadcasting, recording and filming**
- The Customer shall not grant broadcasting, recording or filming rights without the prior consent of the Administrator.