HARROW ARTS CENTRE
171 Uxbridge Road
Hatch End
Middlesex HA5 4EA

T: 020 3773 7161
E: box.office@harrowarts.com
www.harrowarts.com

Room Hire Terms and Conditions

1. DEFINITIONS

The terms and expressions used in these Terms and Conditions of Hire shall have the meanings set out below:

"Agreement"
The agreement in respect of the provision of the Services consisting of the following listed documents which shall be read as one document. In the event of ambiguity, conflict or contradictions between these documents the conflict will be resolved according to the following order of priority:

1. these Terms and Conditions

2. Schedules 1, 2 and 3

3. Booking Enquiry Forms

"Authorised Officer(s)"
The person duly appointed by the Arts Centre and notified in writing to the Hirer (as may be amended from time to time) to act as the representative of the Arts Centre for the purposes of the Agreement

"Agent(s)"
Anybody who acts on behalf of the Hirer in a paid or voluntary capacity and includes guests, delegates, ticket-holders and others attending the Event

"Approved Account"
An account status that is given to a hirer who has used the facilities at the venue for 12 months and has had a clear balance account throughout the period of hire.

"Arts Centre"
Harrow Arts Centre, Uxbridge Road, Hatch End, Middlesex HA5 4EA and every adjoining building that forms part of it

"Booking Enquiry Form"
The official electronic form or printed paper form issued by the Arts Centre in which the Hirer requests rooms, equipment, catering and other facilities and where the Hirer confirms acceptance of the Terms and Conditions of Hire relating to Harrow Arts Centre

"Commencement Period"
The date and time on which the Hirer is entitled to occupy the Venue for the Purpose of Hire

“Confirmation of Booking Letter”

The letter and/or email issued by the Arts Centre confirming the Venue and Period of Hire

“Contract Manager”
A person designated as such by the Hirer from time to time as notified in writing to the Arts Centre to act as the duly authorised representative of the Hirer for all purposes connected with the Agreement, including any authorised representative of such person

“Deposit”
Payment of an agreed amount of the hire fee to secure the hire of facilities at the Venue.

“Event(s)”
The event(s) described in the Booking Form

“Facilities”
The equipment, furniture and all other goods or services provided to the Hirer by the Authorised Officer in connection with the Purpose of Hire

“Hirer”
The person signing the Booking Form(s) and who takes full responsibility for the Event and for his/her Agent(s)

“Hire Fee”
The fee to be paid to the Arts Centre by the Hirer for the hire of the Venue and the Facilities as shown on the Confirmation of Booking Letter of this Agreement

“New Hirers”
New hirers to the venue must provide proof of address and photo I.D along with payment upfront on booking 6-10 sessions dependent on how many are booked on the initial booking form.

“Party” or “Parties”
Any party to the Agreement individually and parties to the Agreement collectively. All persons who are not a party to the Agreement are third parties

“Period of Hire”
The period in respect of which the Hirer may be charged as shown on the Confirmation of Booking Letter issued by the Arts Centre

“Purpose of Hire”
The period in respect of which the Hirer may be charged as shown on the Confirmation of Booking Letter issued by the Arts Centre

“Rate”
The prices charged per Session as shown on the rate card which is available from the Box Office on 020 3773 7161 or email box.office@harrowarts.com

“Refunds”

Harrow Arts Centre can only give credit (room hire time) in any circumstances where the customer is owed. This credit needs to be used up by the end of the booking year, which is the following August.

"Room Layout(s)"
The inventory of furniture and equipment, capacity and layout options for each room as available from the Box Office, presented in each room and at www.harrowarts.com

"Session(s)"
A series of Periods of Hire proposed by the Hirer to take place at the Venue

"Venue"
The location for the provision of the Event as specified in the Confirmation of Booking Letter or as otherwise agreed in writing between the Arts Centre and the Hirer. These locations to include the Harrow Arts Centre and other Arts Centre-owned buildings on the Hatch End site

2. LICENCE TO ENTER
2.1. During the Period of Hire, the Hirer or his/her Agent(s) may only enter and use the Venue booked to the Hirer and cannot use other areas of the Venue for the Purpose of Hire or for any other purpose.

3. PAYMENT
3.1. You shall pay:

3.1.1. the agreed deposit at the time requested by the Authorised Officer.
3.1.2. no later than 14 days in advance of the Commencement of the Period of Hire the full balance of the Hire Fee unless an Approved Account has been agreed whereby payment is due within 30 days of receipt of an invoice from the Arts Centre

3.2. Where you remain in the Arts Centre or other Venue outside your Period of Hire with or without the approval of the Arts Centre and use up part or all of an additional hour(s) you shall be charged the total rate for each hour or part thereof in addition to any other sums due under this Agreement and the terms of this Agreement shall continue to apply during any such period.

3.3. The Hirer will be charged an additional £25 per hour per room where the Venue is occupied after 12 midnight. This is in addition to the standard hourly room rate.

3.4. If you would like to make changes to your bookings, you will need to get this authorised as it is not a regular procedure. Requests must be made in writing via email and an officer will get back to you. Changes made for every 5 bookings affected will incur a £25 admin charge (flat rate fee). Booking change requests will be calculated/ added up throughout the academic year. This will go alongside section 10 of our terms and conditions – the cancellation period.

3.5. A supplementary fee may be charged if the accommodation or equipment is left in an unclean, untidy or unsafe state at the discretion of the Arts Centre.

3.6. Credit may be offered on a very limited basis to regular Hirers with Approved Accounts. Harrow Arts Centre can only give credit (room hire time) in any circumstances where the customer is owed. And credit needs to be used up by the end of the booking year.

3.7. Booking requests that leave up to and including 1 hour gaps in between multiple sessions, will not be authorised. The hirer would need to book for the whole duration.

4. PUBLICITY

4.1 Prior to displaying any publicity material at the Arts Centre relating to the Event the Hirer must obtain approval by the Authorised Officer.

5. GENERAL INFORMATION - YOUR OBLIGATIONS

You shall:

5.1 Ensure that any and all equipment brought into the Venue must have proof of current Portable Appliance Testing (PAT) as appropriate.

5.2 Not sell anything within the Venue without the prior consent of the Authorised Officer.

5.3 Not hold any raffle, sweepstakes or other form of lottery in the Venue without:

5.3.1 The prior approval in writing of the Authorised Officer and

5.3.2 Any LICENCE or permit required for a raffle, sweepstake or other form of lottery that may be required by statute or otherwise

5.4 To cooperate fully with the Authorised Officer in providing such information, and acting on such instructions as is required to comply with the terms of any Premises Licence (including, Entertainments Licence) held by the Arts Centre under which the Event is held.

5.5 Comply with the fire regulations appended to this Agreement as shown in Schedule 3 (Health and Safety).

5.6 Not perform the Event without first:

5.6.1 Obtaining any licence or permission necessary under any statutory provisions relating to any copyright that may exist in that Event or any material included in the preparation or presentation of the Event, or

5.6.2 Providing such information as is required by the Arts Centre to obtain such licences (e.g. PRS, PPL)

5.7 Ensure that all persons attending and/or using the Venues in connection with your Event during the Period of the Hire do so without causing annoyance or inconvenience to other persons or damage to any property.

5.8 Be responsible for the care and safeguarding of any children or vulnerable adults attending your Event during the Period of the Hire, including obtaining adequate DBS checks for your own staff. Please refer to www.disclosure.gov.uk. To obtain a copy of HAC's Safeguarding policy please email box.office@harrowarts.com

5.9 Take all necessary steps to deal with a person acting other than in accordance with 5.7 above, with or without the instruction of the Authorised Officer.

5.10 Not remove any of the fixed furniture from the Venue or drive any nail, screw or other fixing or fastening into any wall, floor, or furniture or use adhesive tape, glue or blue tack or equivalent anywhere in the Venue without the prior consent of the Authorised Officer.

5.11 Not install, alter, remove, add or otherwise interfere with any fittings or appliances in the Venue without the prior approval of the Authorised Officer.

5.12 Comply with the requirements of any professional regulatory body in respect of the engaging or employment of any musicians, actors or other professionals in connection with the Event with particular reference to:

5.12.1 Conditions of employment; and

5.12.2 Minimum fees payable.

5.13 Give as much notice as possible of any particular requirements for disabled patrons or performers in order that the Authorised Officer may use all reasonable endeavours to meet those requirements.

5.14 Not make any arrangements for carrying out any work at the Venue in connection with the Event except with the prior approval of the Authorised Officer.

5.15 Note that the Arts Centre regularly displays art works of varying types in and around the Arts Centre. Hirers should be aware that these displays may contain life drawings and other images which may challenge some customer's sensitivities. The Arts Centre reserves the right to display such art works within the Arts Centre at all times.

5.16 Comply with instructions issued by the Authorised Officer.

5.17 Not allow naked flames, candles or incense sticks of any kind to be used in our Venue without the written permission of the Authorised Officer.

5.18 HAC has a zero-tolerance policy towards abusive behaviour and violence towards staff. This behaviour will not be tolerated and may result in members of the public/ hirers being asked to leave or being refused permission to book again.

6. YOUR DEFAULT

6.1 Where you do not:

6.1.1 Meet your insurance obligations under clause 9 and/or

6.1.2 Comply with any of your obligations under clause 6 or Schedule 3 (Health and Safety)

This Agreement may at the discretion of the Authorised Officer be terminated without notice by the Arts Centre. Any sums outstanding at the date of termination whether by reason of default or otherwise shall become due on that date.

6.2 Where you do not provide:

6.2.1 Sufficient staff under the terms of any licence or regulations and/or Staff that (in the reasonable opinion of the Authorised Officer) are sufficiently experienced or trained in the tasks required of them then the Authorised Officer in their absolute discretion reserves the right to engage whatever professional staff are deemed by him to be necessary in the interests of safety, proper control and good management of the Event at your cost.

7. INDEMNITIES

7.1. You shall indemnify the Arts Centre against all liability for costs, fees, damages, expenses or other loss incurred as a result of any claim whatever:

7.1.1. By any Agent to the Venue associated with the Event or

7.1.2. By any Agent employed or engaged by the Hirer or

7.1.3. By any person employed or engaged by the Arts Centre to provide services on the Hirer's behalf under the terms of this Agreement in connection with the presentation of the Event at the Venue except where the claim is due to the Arts Centre's negligence; and/or

7.1.4. As a result or consequence of a breach by you of any of the terms of this Hire Agreement particularly but without prejudice to the generality of the foregoing of copyright provisions under clause 6.15; and/or

7.1.5. As a result of damage caused to the Venue during the Period of Hire

8. LIMITATION OF THE ARTS CENTRE'S LIABILITY

The Arts Centre shall in no event be liable for:

8.1 Any loss or damage to any of the equipment or other personal items brought into or stored at the Venue by you or by persons employed or engaged by the Arts Centre to provide services on your behalf under the terms of this Agreement and you shall be responsible for the security of those items and will take out such insurance as you shall consider necessary in addition to those in clause 10 below; and/or

8.2 Except where the Arts Centre has been negligent resulting in the death of or personal injury to any person in so far only as the law allows any other loss or damage to any person or property while at the Venue in connection with the Event during the Period of Hire or such additional period as permitted.

9. INSURANCE

The Hirer must:

9.1 Take out and maintain such policies of insurance as are necessary in respect of any equipment or personal items brought into the Venue and for liability arising out of any defect or accident caused whether directly or indirectly by such equipment or personal items; and

9.2 Insure potential liability under clause 9 above. Such sum insured to be a minimum of £2,000,000 in respect of any one claim with no maximum level of claims; and

9.3 Produce to the Arts Centre prior to the Commencement of Period of Hire at the Venue (and subsequently as required by the Authorised Officer to show that the insurance is current and valid) in connection with the Event all policies of insurance and receipts for the last premiums due.

9.4 Insurance will be charged at 7% of the hourly rate to organisations and individuals including non-profit making organisations and individuals who do not provide evidence of their own Public Liability Insurance.

10. CANCELLATION

10.1 Cancellation by the Hirer must be made in writing, ideally by email.

Room bookings:

10.1.1 In the event of the cancellation of confirmed bookings, the Hirer will have to pay a different percentage of room hire charges, dependant on when the Hirer sends their written notification to HAC:

61 days' notice, or more in advance of the booking - No charge
30 to 60 days' notice in advance of the booking - 25% of hire fee
29 to 15 days' notice in advance of the booking - 50% of hire fee
Within 14 days' notice before the booking - Full Hire Fee & any extra costs accrued by the Arts Centre.

10.1.2 If the Hirer requests a change to their booking dates or any details of the booking which are already confirmed, HAC will apply a 10% administration charge of the room hire statement. Requests for amendments to confirmed bookings are not guaranteed and are subject to availability with the prior approval of the Authorised Officer.

10.1.3 The timescales for cancellation charges detailed in section 10.1.1 also applies to whole and part hours deleted from confirmed booking periods.

Elliott Hall bookings:

10.1.4 In the event of the cancellation of confirmed event/ function dates, HAC will retain the £250 part payment deposit paid by the Hirer at the time of booking and the Hirer will also have to pay a different percentage of the room hire, dependant on when the Hirer sends their written notification to HAC:

61 days' notice, or more in advance of the booking - £250 deposit and no further charge
30 to 60 days' notice in advance of the booking - £250 deposit and 25% of hire fee
29 to 15 days' notice in advance of the booking - £250 deposit and 50% of hire fee
Within 14 days' notice before the booking - Full Hire Fee & any extra costs accrued by the Arts Centre.

10.1.5 If the Hirer requests a change to their event /function date or any details of the event which are already confirmed, HAC will apply a 10% administration charge of the room hire statement. Requests for amendments to confirmed events/functions are not guaranteed and are subject to availability with the prior approval of the Authorised Officer.

10.1.6 The timescales for cancellation charges detailed in section 10.1.3 also applies to whole and part hours deleted from confirmed booking periods.

10.1.7 Hirer is permitted to take a small ticket allocation to sell at other ticket agencies. However, once taken these tickets cannot be returned.

COVID -19 cancellations

10.1.8 If by order of the Government there is a Borough or UK lockdown, or we are placed into a tiered restriction system which does not permit activities at Harrow Arts Centre including performances or functions in our venue; HAC will provide a full refund for hire charges paid by the Hirer regarding the affected bookings as per Force Majeure detailed in clause 13.

10.2 The Arts Centre may cancel the Agreement without any liability to pay any compensation:

a) at any time before the Commencement of Period of Hire if in the reasonable opinion of the Authorised Officer the Event is likely to cause offence to members of the public; or

b) for any reason giving not less than 3 months notice; or
c) if in the opinion of the Authorised Officer the Event or any part of it renders the Venue unsafe and unusable.

11. MANAGEMENT RIGHT OF ENTRY

11.1 All officers duly authorised by the Arts Centre shall have right of entry at all times to all parts of the Venue for the conduct of management of the business.

12. NON-TRANSFERABILITY

12.1 This Agreement is personal to the Hirer and is therefore not transferable.

12.2 References in this Agreement to a clause are references where the context so admits to a clause in this Agreement.

12.3 Words of masculine gender include the feminine and words denoting natural persons include corporations and firms and all such words shall be construed interchangeably in that manner.

12.4 The clause and paragraph headings in this Agreement are for ease of reference only shall not be taken into account in the construction or interpretation of the clause or paragraph to which they refer.

13. FORCE MAJEURE

13.1 Neither Party shall be liable to the other in respect of loss or damage or delay from or in performing any of its obligations under this Agreement if the cause of such loss damage or delay shall arise from any Force Majeure event.

13.2 If a Force Majeure event occurs then the Parties will meet and discuss as soon as practically possible, how best to host the Event until the Force Majeure event ceases.

13.3 In this clause 13 'Force Majeure' means: acts of war; acts of God; decrees of Government; riots; civil commotion; fire, flood, storm, tempest, epidemic, explosion, acts of terrorism, national emergencies and any event or circumstances which is both beyond the control of whichever one of the Parties is affected and which could not have been prevented by acting prudently, diligently or with reasonable foresight.

14. FREEDOM OF INFORMATION ACT

14.1 The Hirer shall acknowledge that the Arts Centre is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and shall provide reasonable assistance to the Arts Centre to enable the Arts Centre to comply with these information disclosure requirements.

14.2 The Arts Centre shall be responsible for determining at its absolute discretion whether:
a) the information is exempt from disclosure under the FOIA and the EIR; or
b) the information is to be disclosed in response to a Request for Information.

15. THIRD PARTY RIGHTS

15.1 A person who is not a party to this Agreement may not rely upon or enforce any rights pursuant to the Contracts (Rights of Third Parties) Act 1999).

16. JURISDICTION

16.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales whose courts are the courts of exclusive jurisdiction.

17. EQUALITY OPPORTUNITIES POLICY STATEMENT

17.1 The Arts Centre has a positive Equal Opportunities Policy. The aim of the Policy is to ensure that no individual or organisation receives less favourable treatment on grounds of sex, race, colour, nationality, ethnic or national origin, disability, marital status, sexual orientation, social class, responsibility for dependants, age, trade union or political activities, religious beliefs, spent offences or is disadvantaged by any conditions or requirements which cannot be shown to be justified.

17.2 The Arts Centre wishes all Hirers to apply these principles to all events and activities which they may organise at the Arts Centre and to have policies and procedures designed so as not to discriminate intentionally or unintentionally against any group or individual on any unjustifiable grounds. The Arts Centre encourages Hirers to respond to any special needs experienced by particular groups.

SCHEDULE 1

Items included in the Rate

All equipment as normally sited in the Venue in accordance with the Room Layout(s).

SCHEDULE 2

The Rate (N.B. The Rate shall increase in September of each year. Payment under 3.1.2 shall be at the rate applicable at the date of Period of Hire not the date of Booking)

SCHEDULE 3

Health and Safety

It is essential that the following regulations be adhered to. Failure to comply with the regulations will result in termination of this Agreement under the terms of Clause 7.

1. Conduct

1.1. Any instruction given by the Authorised Officer regarding the safety of the audience/attendees shall be put into immediate effect.

2. Public Safety

2.1. Information of any outbreak of fire, however slight, including any kind of ignition, shall at once be communicated to the Authorised Officer or his representative.

2.2. All parts of the Venue shall be open to inspection by any Police, Fire Officer or duly authorised representative of the Licensing Authority at any time during the Period of Hire.

2.3. It is the Hirer's responsibility to ensure that all staff employed by him are aware of:

- 2.3.1. the action to be taken in the event of fire or other emergency; and
- 2.3.2. the evacuation procedure for the Venue.

2.4. The Venue must not be used for the storage of any readily flammable or combustible substance or for any purpose, which is likely to endanger the public.

2.5. Every gangway, corridor, passage, lobby, staircase or other designated exit route from the Venue shall at all times be kept entirely free from chairs and/or any other obstruction.

2.6. No person shall be permitted to stand or sit in any gangway.

2.7. No activity involving special risks or danger to the public, the use of explosives or highly flammable substances shall take place except under conditions approved by the Licensing Authority.

3. Electrical
3.1. Temporary electrical installations shall only be installed as approved by the Authorised Officer and Licensing Authority and shall in all cases be installed by a competent electrician. Any and all equipment brought into the Venue must have proof of current Portable Appliance Testing (PAT) as appropriate.

4. Sources of Heat for Catering
4.1. Hirers and their Agents are not allowed to bring onto the premises or use in the grounds bottled gas as a source of power for cooking/heating food. Electric powered heating rings may be used only within the finishing kitchen or Elliott Hall with prior agreement from HAC. All electrical equipment is subject to proof of current Portable Appliance Testing (PAT) as appropriate.

5. Petrol Engines
5.1. No petrol or similar engine shall be used or fixed in any part of the Venue without the express written consent of the Authorised Officer and Licensing Authority.

6. Smoking
6.1. Smoking is forbidden in the Venue.

7. Capacity
7.1. The number of persons permitted at the Venue at any one time shall not exceed those stated in any licences issued by any duly authorised body, and shall be in accordance with the Room Layout agreed by the Hirer.

8. Accident Reporting
8.1. Hirers must inform the Authorised Officer if they are aware of an accident at the Venue and must co-operate with any investigation, this will contribute to avoiding the prevention of similar accidents or incidents in the future.

9. Notifiable Accidents
9.1. All notifiable accidents shall immediately be brought to the attention of the Authorised Officer in order to meet the requirements of “The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)” or any other regulations or codes of practice.