

ST GEORGE'S HALL TERMS AND CONDITIONS OF HIRE

This Agreement is made between:

St George's Hall ("the Hall") which expression includes its servants, agents, employees and successors; and

The Hirer, being the person who signs any Booking Form, or where the Hirer is a body corporate, that body is considered to be the hirer and is jointly and severally liable hereon with the person who signs the form.

INTERPRETATION

Deposit shall be as stated and notified in the Hall's literature, which may be amended from time-to-time, and is non refundable. The Deposit will form part of the final payment for the Services. At the sole discretion of the Hall a separate bond may be required to cover any damages to the Premises.

Function shall mean any event held at the Premises including, but not limited to, weddings, conferences, birthdays and evening events.

Premises shall mean St George's Hall at St George's Avenue, Northampton NN2 6JA.

Services shall mean any services provided by the Hall in connection with a Function.

1. APPLICATIONS AND BOOKINGS

- 1.1 All applications for hire must be made on the Hall's official booking form ("Booking Form"). The application becomes a binding contract when both parties sign it. By signing the Booking Form, the Hirer acknowledges that it has read all relevant information detailed on either the Hall's website ("Booking Information") or in a supplied information pack and agrees that this Booking Information will form part of the terms of this Agreement.
- 1.2 All bookings are conditional upon payment of the Deposit ("a Conditional Booking"). A Conditional Booking will be held for 14 days ("Provisional Period") (unless alternative arrangements are made with the manager of the Premises in writing ("the Manager")) and the Hall reserves the right to release a Conditional Booking if the Deposit has not been received within the Provisional Period.
- 1.3 A booking will be confirmed (a "Confirmed Booking") only when the Hall confirms such booking in writing.

2. CONFIRMATIONS

- 2.1 The Hirer must inform the Hall not less than 14 days prior to the Function of the anticipated number of guests attending and the final menu choice.
- 2.2 The final number attending must be confirmed by the Hirer no later than 4 days prior to the Function.
- 2.3 The amount payable by the Hirer shall be payable on this final number or the number actually attending the Function, whichever is the greater.
- 2.4 The Hirer must submit any seating plan no later than 48 hours prior to the Function.

3. PRICES

- 3.1 The Hall requires payment of the Deposit before any Function in accordance with the provisions of clause 1.3. If a Confirmed Booking is cancelled by the Hirer for any reason whatsoever, the Deposit is non refundable.
- 3.2 In consideration of the provision of the Premises and Services by the Hall, the Hirer shall pay the charges set out in the Booking Information.
- 3.3 The parties agree that the Hall may review and increase the charges set out in the Booking Information in order to pass on any costs it reasonably incurs in the provision of the Premises and Services. The Hall shall give the Hirer written notice of any such increase not less than 2 weeks before the proposed date of the increase.
- 3.3 VAT is included in prices quoted.

4. PAYMENT

- 4.1 Upon booking a Function at the Premises a Deposit will be payable in accordance with clause 1 above.
- 4.2 The balance of the charge must be paid at least 14 days prior to the Function.
- 4.3 Overdue accounts will incur interest charges at the rate of 5% above the Bank of England base lending rate from time to time per calendar month.
- 4.4 Cheques should be made payable to: St George's Hall. Payment will not be considered complete until cleared funds have been received by the Hall.
- 4.5 Time for payment shall be of the essence of the Agreement.

5. CREDIT

- 5.1 No credit facilities are available and all Functions must be paid for in full.

6. CANCELLATIONS AND TERMINATION

- 6.1 If the Hirer should cancel the Function, the Hall will make reasonable endeavours to reduce its loss as far as possible but may nevertheless charge a cancellation fee according to the period between cancellation and the proposed Function to cover potential losses. The percentage cancellation charge being based on the number of guests given in the Confirmed Booking and the estimated income from both catering and bars. The cancellation times and the percentage charge will be as follows:
 - i. Cancellation between 3-6 months prior to the event – 25%
 - ii. Cancellation between 1-3 months prior to the event – 30%
 - iii. Cancellation between 1 month and 14 days prior to the event – 50%
 - iv. Cancellation between 14 days and 7 days prior to the event – 80%
 - v. Cancellation less than 7 days prior to the event – 100%
- 6.2 The Hall may, due to circumstances beyond its control, cancel any Function and shall not incur any liability to the Hirer whatsoever other than the return of any fee paid in respect of such cancelled Function, but the Hall shall not be liable for such payment where the Hirer is in breach of the terms of this Agreement.

7. RISK AND DAMAGE

- 7.1 The Hirer shall be liable under the indemnity at clause 12.5 for any damage to any part or parts thereof or to the fabric of the building, any fixtures, fittings, equipment or other property.
- 7.2 Under no circumstances will the Hall make good or accept responsibility or liability in respect of any damage or theft or loss of any property, goods, and articles brought into or left upon the Premises either by the Hirer or any other persons.

8. EQUIPMENT

- 8.1 If the Hirer wishes to bring equipment onto the Premises for the purpose of the Function, it must obtain prior written consent from the Manager.

- 8.2 All equipment brought onto the Premises for the purpose of the Function by the Hirer, is the responsibility of the Hirer and the Hall accepts no liability for any damage howsoever caused to the equipment.
- 8.3 All equipment brought into the Premises by the Hirer attending the event must be removed at the end of the event or sooner if requested by the Manager.

9. LICENCES

- 9.1 All conditions attached to any liquor, music and dancing licenses for the Premises shall be duly observed by the Hirer.
- 9.2 Where the Hirer employs any band, DJ or musicians, the Hirer is responsible for payment of any fees due to the Performing Rights Society and shall ensure such payments and any other costs are made no later than 14 days prior to the Function.
- 9.3 The Hall reserves the right to refuse to permit any band, DJ or musician to play on the Premises.

10. HEALTH AND SAFETY

- 10.1 The Hirer acknowledges that he/she has read the Health and Safety Policy (the Policy) detailed in the Booking Information and agrees to abide by, and to procure that all attendees to the Function shall abide by its terms.

11. THE FUNCTION

- 11.1 Functions must finish at the time agreed when booking and extensions of the time may not be possible. No party shall rely on any agreement to extend the finishing time unless such agreement is in writing and signed by both parties.
- 11.2 If the Hirer wishes to bring alcohol on to the Premises, the consent of the Manager is required and the Hall reserves the right to make a charge in accordance with the charges detailed in the Booking Information. No party shall rely on any agreement to allow alcohol onto the Premises unless such agreement is in writing and signed by both parties.

12. LIABILITY - THE HIRER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 12.1 This clause 12 sets out the entire financial liability of the Hall (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Hirer in respect of any breach of this Agreement, any use made by the Hirer of the Premises and/or Services and any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Agreement.
- 12.2 Nothing in this Agreement limits or excludes the liability of the Hall for death of personal injury resulting from negligence or for any damage or liability incurred by the Hirer as a result of fraud or fraudulent misrepresentation by the Hall;
- 12.3 The Hall shall not be liable for circumstances beyond its reasonable control.
- 12.4 The Hall's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of this Agreement shall be limited to the charges payable by the Hirer hereunder.
- 12.5 The Hirer shall indemnify the Hall against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Hall arising out of or in connection with any breach of this Agreement or any obligations referred hereto.

13. MISCELLANEOUS

- 13.1 The right of entry to the Premises is reserved by the Manager at all times.
- 13.2 The Hirer shall comply with all reasonable requests by the Manager.
- 13.3 The Hirer shall, during the hiring, be responsible for the effective control of the persons attending the event, the safety of the Premises and preservation of good and decency therein.
- 13.4 The Hirer shall, at the expiration of the period of hiring, leave the Premises in a clean and orderly state.
- 13.5 If the Hirer fails to observe and perform any one or more of the stipulations contained in the foregoing provisions of this condition, the Hall may cancel any Function and/or any facilities in use.
- 13.6 The Hall may, from time to time and without notice, change the terms of hire in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the hire of the Premises. If the Hall requests a change to this Agreement for any other reason, the Hirer shall not unreasonably withhold or delay consent to it. Subject to this clause no variation of this Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 13.7 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 13.8 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.
- 13.9 This Agreement (including the Booking Information) constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).
- 13.10 The Hirer shall not, without the prior written consent of the Hall, assign, transfer, charge, mortgage, subcontract or deal in any manner with all or any of its rights or obligations under this Agreement.
- 13.11 The Hall may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under the Agreement and may subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent.
- 13.12 A person who is not a party to the Agreement shall not have any rights under or in connection with it.
- 13.13 The Agreement, 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. The parties irrevocably agree that the courts of England shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter or formation (including non-contractual disputes or claims)