



1. DETAILS OF PARTIES

THIS AGREEMENT is made on ...

between

LEVEL Centre Ltd, Old Station Close, Rowsley, Derbyshire, DE4 2EL
(hereinafter referred to as “the Organisation”)

and

XXXX
(hereinafter referred to as “the Hirer”)

2. HIRE PERIOD

- The period of hire of the **XXXX** is to commence from **XXXX** with completion by **XXXX**.
- The proposed use of the hire space is **XXXX**

3. HIRER’S USE OF THE SPACE

3.1. The Hirer shall be responsible for ensuring the Organisation is fully aware of the nature and details of the Hirer’s proposed use and purpose for hiring the **XXXX** and shall not use the **XXXX** for any purpose or activity other than the purpose or activity made known to the Organisation at the time of booking hire in accordance with the agreed Hire Agreement.

3.2. If the **XXXX** is used for any other purpose other than that stated in the Agreement the Organisation hereby reserves the right to terminate the Agreement with immediate effect, without liability to the Hirer and without prejudice to the Organisation's other rights contained in these Standard Conditions of Hire.

3.3. In any event the Hirer shall not use the **XXXX** for any activities which are dangerous, offensive, noxious, illegal or immoral or which may become a nuisance to

the Organisation or any other occupiers of any areas of the Gallery or the owner or occupier of any neighbouring property.

3.5. The Hirer shall not make any alterations, attachments or additions ('Alterations') to the layout or appearance of the XXXX or move/remove the Organisation's property without the prior consent of the Organisation.

3.6. The Hirer must comply with all requests and instructions issued by the Organisation.

3.7. The times stated in clause 2 the **Hire Period** on the Hire Agreement must be strictly adhered to. The Hirer, its agents and guests must have left the Organisation by this time. Failing to adhere to the stipulated closure times will result in additional costs which shall be payable by the Hirer at the Organisation's standard rate.

3.8. The Hirer shall report any loss, theft, damages or breakages to the Organisation immediately upon discovery. The Hirer must make good any damage suffered during the Hire Period (fair wear and tear excepted).

3.9. At the end of the Hire Period the Hirer must remove all the Hirer's equipment, furniture, personal possessions and anything brought and placed therein by the Hirer and/or its guests. If the Hirer fails to do this the Organisation shall be entitled to remove the same and shall be at liberty to make an additional charge to the Hirer for so doing.

3.10. The Hirer shall ensure all electronic equipment has been suitably PAT tested.

4. HIRE FEE, DEPOSIT, OTHER CHARGES AND PAYMENT TERMS

4.1. The confirmed hire fee is £XXXX.

4.2. A non-refundable Deposit of 15% of the stated Hire Fee is required within twenty one calendar days of the issue date of the invoice and Hire Agreement. Payment can be made by BACS electronic transfer.

4.3 The Organisation reserves the right to release the Hire date if the Organisation has not received a signed copy of the Hire Agreement from the Hirer by the stated deadlines.

4.4 Cancellation charges apply if the Hirer cancels the Event Hire booking. Please refer to clause 7.

4.5. The Organisation shall invoice the Hirer after the Event the balance of all costs owing to the Organisation and the Hirer shall pay the amount so invoiced within twenty one calendar days of the date of invoice by BACS electronic transfer.

4.6. All charges payable by the Hirer are inclusive of VAT.

5. Event Advertising and Publicity

5.1. The Hirer shall obtain the prior approval of the Organisation to any publicity material proposed to be issued in relation to the Hirer's use of the Event Space.

6. Health, Safety and Security

6.1. While the Event is in progress, the Hirer shall take instructions/directions from any member of the Organisation concerning health, safety and security matters.

6.2. The Organisation is designated as a 'no smoking' area and the Hirer shall use all reasonable endeavours to enforce this policy during the Hire Period.

6.3. The Hirer shall be responsible for maintaining the proper order and conduct of all guests attending the Event and shall ensure such persons comply with any instructions they may receive from any member of the Organisation and generally behave in an appropriate manner.

6.4. During the event Organisation staff will be onsite. A member of the Hirer's organisation shall always be positioned at the Main Entrance to identify and register guests.

6.5. All parts of the XXXX in use during the Event will be patrolled by a member of the Organisation.

6.6. The Hirer shall return a completed risk assessment to the organisation's Engagement Producer before the hire period is set to commence. The organisation will provide the Hirer with a risk assessment template with a copy of the hire agreement.

6.7. If the Hirer is intending to use the hire space to work with children or vulnerable adults they are required to have a valid DBS check.

7. CANCELLATION

7.1. The Organisation reserves the right to cancel any booking (without any liability to the Hirer) if:

- 7.1.1. The Hirer does not return the Event Hire Agreement duly signed by the Hirer within twenty one days of its issue;
- 7.1.2. The Hirer does not pay the Deposit invoice within twenty one days of its issue date.
- 7.1.3. The Hirer has failed to honestly disclose the purpose of the Event
- 7.1.4. The Hirer fails to supply any reasonably requested information regarding the Event's arrangements (including (where requested) evidence of appropriate insurances) within a reasonable time following request;
- 7.1.5. A Force Majeure Event arises;

7.2. If the Hirer cancels the booking after the Agreement has been signed and returned to the Organisation, the Organisation reserves the right to charge the Hirer the following cancellation fees:

- Cancellation greater than 4 weeks before the Event Date 15% of the balance owed
- Cancellation within 2 to 4 weeks of the Event Date 25% of the balance owed
- Cancellation within 1 to 2 weeks of the Event Date 50% of the balance owed
- Cancellation within 1 weeks of the Event Date Remaining balance owed

8. Insurance and Indemnity

8.1. The Hirer shall indemnify and keep indemnified the Organisation from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Organisation resulting from a breach of this Agreement by the Hirer including any act, neglect or default of the Hirer its agents or guests and breaches in respect of any matter arising from the Event resulting in any successful claim by any third party.

8.2. The Hirer shall effect and maintain throughout the Hire Period with one or more reputable insurers, such policy or policies of insurance as are adequate to cover its prospective liabilities in connection with this Agreement.

8.3. The Hirer shall at the request of the Organisation provide evidence that valid and suitable insurance policies are in place. Failing to comply with this clause 8 shall amount to a fundamental breach of this Agreement.

8.4. The Organisation shall indemnify the Hirer against claims for death and personal injury arising pursuant to performance of this Agreement, arising from the negligence of the Organisation.

9. Limitation of Liability

9.1. The Organisation shall not accept any liability (whatsoever or howsoever caused) for the loss of or damage to any property or items placed or left in any part of the premises by the Hirer or any person attending the Event.

9.2. In the event of the XXXX being rendered unfit for use for which it has been hired due to circumstances beyond the Organisation's reasonable control the Organisation shall not be liable to the Hirer for any resulting loss or damage whatsoever.

9.3. The Organisation shall not be liable to the Hirer for consequential loss or damage, loss of revenue, loss of opportunity, loss of contract or loss of goodwill.

10. No Assignment or Sub-Letting

10.1 The Hirer shall not assign or sublet in whole or in part any of its benefits or burdens under this Agreement.

11. Variations

11.1. No variation to this Agreement or any of its terms shall be effective unless it is made in writing and signed by or on behalf of each party.

12. Relationship of the Parties

12.1. Nothing in this Agreement shall constitute a partnership between the parties or appoint either as agent for the other for any purpose whatever and neither shall have authority or power to bind the other or to contract in the name of or create liability against the other in any way or for any purpose.

13. Force Majeure

13.1. If either party is prevented from or delayed in the performance of any of its obligations under the Agreement by any event (a "Force Majeure Event") beyond its reasonable control, including, but not limited to, acts of God, civil commotion, war, earthquake, fire, flood, industrial action, terrorist action, inclement weather or political interference, then it shall notify the other party in writing of the circumstances, and shall

be excused from performing those obligations for so long as the Force Majeure Event shall continue.

14. CONTACTS

The Organisation contact persons will be:

Kerry Andrews
Executive Director
kerry@levelcentre.com

Lucy Barnes
Arts Administrator
Lucy@levelcentre.com

Emma Oaks
Marketing & Audience Development Manager
emma@levelcentre.com

15. SIGNATURES OF AGREEMENT

To be signed on behalf of the Organisation

Print Name:

Date:

Signature:

To be signed by/on behalf of the Hirer

Print Name:

Date:

Signature