

DATE:

FACULTY OF MUSIC, (1)
UNIVERSITY OF CAMBRIDGE

and

«ORGANISATION_NAME» (2)

AGREEMENT
for the hiring of
West Road Concert Hall

Mills & Reeve

THIS AGREEMENT is made on 12 January 2006 **BETWEEN:**
(1) **FACULTY OF MUSIC, ACTING FOR AND ON BEHALF OF THE CHANCELLOR, MASTERS AND SCHOLARS OF THE UNIVERSITY OF CAMBRIDGE** of 11 West Road, Cambridge CB3 9DP ("**the Faculty**")
and,
(2) «**TITLE**» «**FIRSTNAME**» «**LASTNAME**», «**ROLE**», of «Organisation_Name», «Address», «City», «County» «PostalCode» ("**Hirer**")

Definitions

In this Agreement:

'**the Hall**' means the rooms as set out in Schedule 1 to this Agreement forming part of the West Road Concert Hall at 11 West Road, Cambridge CB3 9DP;

'**the Equipment**' means the items as set out in Schedule 1 to this Agreement;

'**the Fee**' is the sum of £ as set out in Schedule 1 to this Agreement;

'**the Purpose of the Hiring**' is a ;

'**the Period of the Hiring**' is as set out in the Schedule 1 to this Agreement;

'**the Custodian**' means the member of the Faculty on duty at the Hall;

'**the Manager**' means the manager of the Hall;

'**the Standard Conditions**' means the Faculty's Standard Conditions of Hire a copy of which is annexed to this Agreement.

Hiring

In consideration of the Fee paid by the Hirer the Faculty agrees subject to the Standard Conditions to permit the Hirer to use the Hall and the Equipment for the Purpose of the Hiring during the Period of the Hiring.

Obligations of the Hirer

The Hirer agrees with the Faculty to observe and perform the Standard Conditions as attached hereto.

IN WITNESS whereof this Agreement was duly entered into the day and year first above written.

Signed by
for and on behalf of the
Chancellor, Masters and Scholars
of the University of Cambridge

Signed by
for and on behalf of the Hirer

WEST ROAD CONCERT HALL
STANDARD CONDITIONS OF HIRE

1 Definitions and interpretation

In this Agreement:

- 1.1 terms defined in the Agreement to which these Conditions are annexed (“**the Agreement**”) have the same respective meanings in these Conditions;
- 1.2 words importing one gender shall be construed as importing any other gender;
- 1.3 words importing the singular shall be construed as importing the plural and vice versa;
- 1.4 references to persons includes bodies corporate;
- 1.5 any undertaking by the Hirer not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by another person;
- 1.6 references to ‘the Hall’ save where the context otherwise requires include the ancillary areas that the Hirer is permitted to use pursuant to Condition 3;
- 1.7 the headings do not form part of these Conditions and shall not be taken into account in their construction or interpretation;
- 1.8 any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to ‘statute’ includes any regulations or orders made under such statute or statutes.

2 Corporate Hirer

- 2.1 If the Hirer is a corporate body the Hirer must notify to the Faculty in writing the name address and telephone number of an individual who will be personally responsible to the Faculty for the obligations of the Hirer under the Agreement jointly and severally with the Hirer.

3 Facilities

- 3.1 Use of the Hall includes non-exclusive use of the foyer bar, and where the foyer is hired under this Agreement, non-exclusive use of the foyer.
- 3.2 Use of the Hall includes equipment as agreed. All equipment and furniture (whether borrowed or brought in by the Hirer) is to be set out and cleared away by the Hirer within the period of hire.

4 User

- 4.1 No part of the Hall is to be used for any purpose other than the Purpose of the Hiring.

- 4.2 No part of the Hall is to be used for any unlawful purpose or in any unlawful way.
- 4.3 No animals (except guide dogs) are to be brought into the Hall or allowed to enter the Hall without the consent of the Faculty.
- 4.4 Refreshments shall not be consumed in the Hall without the prior consent of the Faculty.

5 Payment

- 5.1 The Faculty will invoice the Hirer not less than 2 weeks after the Period of Hiring.
- 5.2 Payment shall be due within 30 days of the date of invoice.

If the Hirer fails to pay any amount payable by it under this Agreement by the due date for payment, the Faculty shall be entitled but not obliged to charge the Hirer interest on the overdue amount, payable by the Hirer forthwith on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 3 per cent per annum above the base rate for the time being of Barclays Bank Plc. Such interest shall accrue on a daily basis and be compounded monthly. The Faculty reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

Complimentary seats

If the use of the Hall will include any musical or dramatic works the Hirer is to provide the Faculty, in the name of West Road Concert Hall, 4 complimentary seats, adjacent to each other, for each performance during the Period of Hire.

The Hirer may release such seats for resale if such seats have not been collected at least 30 minutes before the commencement of the performance.

6 Electrical Equipment

- 6.1 No lighting heating power or other electrical fittings or appliances in the Hall are to be altered moved or in any way interfered with.
- 6.2 No additional lighting heating power or other electrical fittings or appliances are to be installed or used without the prior consent of the Faculty. All such equipment must be tested annually and must bear a label indicating the date of the last test. Spot checks to ensure compliance will be carried out and the Faculty reserves the right to insist that unchecked or dangerous equipment is immediately removed.
- 6.3 The stage lighting equipment and the PA system may be operated by the Hirer.

7 Supervision

- 7.1 During the Period of the Hiring the Hirer is to be responsible for:
 - 7.1.1 the efficient supervision of the Hall including (without prejudice to the generality of the above)

- (i) the effective control of children
 - (ii) the orderly and safe admission and departure of persons to and from the Hall;
 - (iii) the orderly and safe vacation of the Hall in case of emergency;
- 7.1.2 the safety of the Hall;
- 7.1.3 the preservation of good order and decency in the Hall;
- 7.1.4 ensuring that all doors giving egress from the Hall are left unfastened and unobstructed and immediately available for exit;
- 7.1.5 ensuring that no obstruction is placed or allowed to remain in any corridor giving access to the Hall.
- 7.2 The Hirer is to provide one clearly identifiable steward over the age of 18 per 125 audience members admitted to Concert Hall or Recital Room events.
- 7.3 The Faculty will provide one Custodian during the period of Hire who will give advice on standard procedures to secure compliance with the requirements contained in Condition 8.1.

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 Hall 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 Hall.
- 8.3 No cotton wool or highly inflammable material is to be used for decoration or other purpose.
- 8.4 No posters boards signs flags or other emblems or advertisements are to be displayed inside or outside any part of the Hall without the previous consent of the Faculty except that the Hirer may use the leaflet racks in the foyer for displaying leaflets relating to the function for which the hiring is made.
- 8.5 Flyposting is not to be carried out in contravention of the Town and Country Planning legislation.

9 Maximum number to be admitted

- 9.1 The maximum number of persons to be admitted to the function is not to exceed 499 in the Concert Hall or 120 in the Recital Room, and during the Period of Hiring the Hirer must keep a note of the number of persons admitted and show the same on demand to any member of the Faculty.

10 Statutory requirements

- 10.1 The Hirer must not do or permit any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Hall or which would or might vitiate in whole or in part any insurance effected in respect of the Hall.
- 10.2 The Hirer must comply with all conditions and regulations made in respect of the Hall by the Fire Authority and a copy of these will be supplied to the Hirer on request.

11 Licensing Act 2003

- 11.1 The Hirer must comply with all conditions and stipulations of the Faculty's premises licence issued pursuant to the Licensing Act 2003. A copy of this licence is available at www.westroad.org or on request. In particular the Hall must be cleared by midnight.
- 11.2 The Hirer shall indemnify and keep indemnified the University of Cambridge against any fine, penalty, loss, damage or expenses suffered or incurred (including legal expenses) resulting from a breach of clause 12.1 by the Hirer.

12 Copyright works

- 12.1 In the use of the Hall the Hirer is not to infringe any copyright or allow any copyright to be infringed.
- 12.2 If the use of the Hall will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists the Hirer will obtain prior to the Period of the Hiring the consent of the owner of the relevant copyright and will pay all composers' authors' publishers' and other fees or royalties which may be payable in respect of the function subject to clause 13.3.
- 12.3 The Faculty shall be responsible for payment of any fees due to the Performing Rights Society in respect of the Hirer's use of the Hall and the Faculty may charge to and recover from the Hirer sums paid to the Performing Rights Society under this clause if such sums exceed £50. The Hirer shall assist the Faculty by providing any information about the use of the Hall reasonably required by the Faculty in connection with the payments to be made to the Performing Rights Society.
- 12.4 Pursuant to 13.3 the Hirer must notify the Manager not less than 7 days after the Period of the Hiring the sum total of actual box office receipts (net of VAT).
- 12.5 Pursuant to 13.3 the Hirer must supply to the Faculty for approval two copies of the programme of any entertainment to be given at the function during the Period of Hire including accurate details of:
 - 12.5.1 the items to be performed; and
 - 12.5.2 the name or names of the performer or performing group

not less than 7 days after the Period of the Hiring and must provide such evidence as the Faculty may require of compliance with this Condition.

13 Broadcasting and filming

13.1 The Hirer is not to grant broadcasting or filming rights without the prior consent of the Faculty.

14 Protection of children from harm

14.1 The hirer must comply with the University of Cambridge's policy on child protection. A copy of this policy is available at www.westroad.org or on request.

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

15 Gambling

15.1 No sweepstake raffle tombola or other form of lottery is to be permitted to take place in the Hall except a lottery:

15.1.1 which is lawful under the Lotteries and Amusements Act 1976;

15.1.2 for which the prior consent of the Faculty has been obtained; and

15.1.3 which is conducted strictly in accordance with the statutory provisions.

16 Liquor

16.1 No excisable liquor is to be sold by the Hirer. The Faculty may permit, pursuant to its own licence, for the sale of such liquor subject to the Faculty's full and sole discretion, and on such terms as the Faculty shall specify in advance in writing.

17 Smoking

17.1 Smoking is not to be permitted in the Hall itself or in the foyer or in any corridors leading to the Hall.

18 Expiration of Period of Hiring

18.1 At the expiration of the Period of the Hiring the Hirer is to leave the Hall in a clean and orderly state free of litter and in particular (but without prejudice to the generality of the above) the Hirer is to remove all property previously brought in by or on behalf of the Hirer.

19 Agreement personal to Hirer

19.1 The benefit of the Agreement is personal to the Hirer and not assignable or capable of being sub-hired.

20 Damage to Faculty property

- 20.1 The Hirer is to take good care of and not cause any damage to be done to the Hall or to any fittings equipment or other property in the Hall and the Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the Hall.
- 20.2 The Hirer shall inform the Custodian immediately upon any damage done to the Hall or to any fittings equipment or other property in the Hall.

21 Injury to persons and loss of property

- 21.1 The Faculty will not be liable for the death of or injury to any person attending the Hall for the function the subject of the hiring or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the hirer in the exercise of the rights granted by the Agreement except where such death injury or loss is due to the negligence of the Faculty.
- 21.2 The Faculty will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the Hall either by the Hirer for his own purposes or by any other person of left or deposited with any member of the Faculty.
- 21.3 The Hirer will indemnify the Faculty against all such liabilities as are mentioned in this Condition.

22 Public liability insurance

- 22.1 The Hirer is to have in force throughout the Period of the Hiring a policy of insurance effected with a reputable insurance company or with underwriters at Lloyds covering the Hirer against public liability risks for a sum of not less than £2,000,000 and at the request of the Faculty will produce to the Faculty evidence of such policy.

23 Further exclusions of liability

- 23.1 The Faculty will not be liable for any loss due to breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction, or act of God which may cause the Hall to be temporarily closed or the hiring to be interrupted or cancelled.
- 23.2 The Faculty gives no warranty that the Hall is legally or physically fit for any specific purpose.

24 Right of entry

- 24.1 The Faculty reserves the right for duly authorised members or officers or employees of the Faculty, including but not limited to the Custodian, to enter the Hall at any time for any authorised purpose.

24.2 If the hirer employs staff to restrict access to the Hall, the Hirer is responsible for ensuring that such staff are licensed by the Security Industry Authority.

25 Cancellation by Hirer

25.1 If the Hirer wishes to cancel the hiring in whole or in part the Hirer must give to the Faculty notice to that effect.

25.2 If such notice is given not later than two weeks prior to the Period of Hiring and if the Faculty is able to effect an alternative hiring then the Faculty will refund to the Hirer the Fee less a 5% administration charge but otherwise the Faculty will be entitled to retain the whole of the Fee.

26 Cancellation by Faculty

26.1 The Faculty may cancel the hiring if the Hall is rendered unusable by any such event as is mentioned in Condition 24.1.

26.2 If the hiring is cancelled for any such reason as is mentioned in Condition 24.1 the Faculty will give to the Hirer the maximum practicable notice and refund the Fee but will not otherwise be liable to the Hirer.

27 Breach by the Hirer

If the Hirer fails to observe and perform any of these Conditions the Faculty may:

27.1 charge to and recover from the Hirer any expenses incurred by the Faculty in remedying any such failure including the cost of employing attendants workmen cleaners or other persons as may be appropriate; and

27.2 cancel the instant or any other hiring of the hall by the Hirer without incurring any liability to the Hirer for the return of any fee or otherwise.

28 Complaints

28.1 Any complaint arising out of the hiring must be made in writing to the Faculty within 5 days after the expiration of the Period of the Hiring.

29 Faculty to act by their members

29.1 The Faculty may act through any member and references in these Conditions to any approval discretion consent or requirement of the Faculty are deemed to be references to the approval discretion consent or requirement of any such member and anything which the Hirer is required to produce to the Faculty is to be produced to such member.

Third Parties

The Contracts (Rights of Third Parties) Act 1999 is excluded from applying to this Agreement and nothing in this Agreement confers or purports to confer on any third party any benefit or any right to enforce any term of this Agreement.

30 **Notices**

- 30.1 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 address of the Hirer specified in the Agreement in the case of a notice demand or request to the Hirer and to the Head of the Faculty at the address of the Faculty specified in the Agreement in the case of a notice demand or request to the Faculty.