

# THE BARBER INSTITUTE OF FINE ARTS

## The University of Birmingham

### GENERAL TERMS AND CONDITIONS OF HIRE

#### Introduction

In these terms and conditions the following expressions shall have the following meanings:

“Agreement” means the agreement between the Parties for the hire of the Building comprising the Booking Form and these Terms

“Booking Form” means the booking form for the Event supplied to the Hirer by the University

“Building” means the University’s Barber Institute of Fine Arts

“Event” means any event put on by a Hirer at the Building

“Hire Charge” means the charge payable by the Hirer to the University for hiring the Building for the Event as set out in the Booking Form and which is payable in accordance with clause 7

“Hirer” means a person or organisation that hires the Building for an Event

“Parties” means the Hirer and the University and “Party” shall be construed accordingly

“Terms” means these terms and conditions of hire

“University” means the University of Birmingham of Edgbaston Birmingham B15 2TT

The Building is a Grade II listed building and contains important works of art. The following Terms apply to all Hirers of the Building for the purpose of an Event.

#### 1. Confirmation of Bookings

- 1.1 Following the initial contact from the Hirer with regard to a possible booking of the Building, the University will send the Hirer a confirmation letter and Booking Form and these Terms. The Hirer must sign and return the Booking Form if he/she wishes to proceed with the booking and all bookings will be regarded as provisional until a Booking Form signed by the Hirer is received by the University.
- 1.2 The University reserves the right to cancel provisional bookings, if a signed Booking Form has not been received.

#### 2. The Event

- 2.1 If the Event runs on past the agreed time, the Hirer will be required to meet overtime costs for security personnel; this charge is subject to VAT.
- 2.2 Catering for an Event may only be provided by caterers authorised by the University. A list of authorised caterers is available on request.
- 2.3 No alcohol shall be sold by retail (pursuant to the Licensing Act 2003) at the Event.
- 2.4 Alcoholic refreshments can be supplied for private events by the University or their authorised caterers; if the Hirer wishes to supply his/her own alcoholic refreshments, a corkage charge will apply.

#### 3. House Rules

- 3.1 Smoking is prohibited in all parts of the Building; this includes hallways, door entrances and toilets; this rule also applies to e-cigarettes and personal vapourisers.
- 3.2 No food or drink may be taken into the Building’s galleries, concert hall or lecture theatre. Only champagne, white wine and soft drinks may be served in the Building.
- 3.3 Equipment belonging to the Hirer, including temporary information stands, may only be brought into the Building by prior agreement and must be removed immediately after the Event.
- 3.4 Equipment belonging to the University must not be removed from the Building.
- 3.5 The Hirer is not permitted to affix any fittings, decorations or posters or the like whatsoever (including by way of tape or blu tack) in or to any part of the Building.

#### 4. Liability

- 4.1 The Hirer is responsible for the maintenance of good order and for the prevention of any act of public nuisance by those attending the Event.
- 4.2 The University can accept no responsibility for injury to persons (except in respect of injuries caused by its own negligence), loss or damage to personal effects, including vehicles parked in car parks. All belongings remain at the owner's risk.
- 4.3 The Hirer shall be responsible for and indemnify the University against all damage to the Building and the University's equipment and property occurring during the period of hire.

#### 5. Health & Safety

- 5.1 The number of persons admitted to an Event must not exceed the number stated on the Booking Form unless agreed in writing in advance by the University.
- 5.2 The Hirer is responsible for observing safe practices during the Event and is required to ensure that gangways and fire exits are kept free from obstruction.
- 5.3 The Hirer shall indemnify the University against all claims, demands and proceedings, and the relating costs and expenses, in respect of injury (including death) suffered by any persons when on University premises by invitation or permission of the Hirer (other than where any personal injury is caused by the negligence of the University).
- 5.4 The Hirer must comply with safety directives made by the University and shall not, without the consent of the University, introduce equipment for use in the Building, alter fixed installations, alter or remove fire and safety notices and equipment, or otherwise take any action which may create hazards for persons using the Building.
- 5.5 The Hirer shall ensure that no person shall intentionally or recklessly interfere with or misuse anything provided in the interest of safety or welfare.

#### 6. Cancellations

- 6.1 Cancellation of the Event by the Hirer must be notified in writing to the University as soon as possible prior to the Event.
- 6.2 Cancellations are subject to the following sliding scale of charges:
  - 6-12 weeks prior to the Event 25%
  - 2-6 weeks prior to the Event 50%
  - Less than two weeks' notice 75%
  - Less than two days' notice 100%.

#### 7. Payment

- 7.1 An invoice for the Hire Charge (including any ancillary charges and VAT at the appropriate rate where applicable) shall be issued after the Event; this will cover venue hire and any in-house catering or audio-visual equipment that has been ordered. Payment terms are 28 days from the date of invoice.
- 7.2 Invoices for services supplied by other suppliers (e.g. external caterers), will be issued by the individual contractor.

#### 8. Security

- 8.1 The University reserves the right for its staff to require any person to leave the Building and to terminate the Event if in the University's opinion security matters including (but not limited to) bombs, fire or the behaviour of those attending warrants such action; should this occur, the Hire Charge will not be refunded.
- 8.2 The Hirer must notify the University when returning the signed Booking Form if any VIPs are expected to attend the Event. This information is required for security reasons and will be treated in the strictest confidence. Any additional costs incurred by the University as a result of increased security due to the presence of VIPs shall be payable by the Hirer.

## 9. Further Conditions

The University reserves the right to change or alter these Terms and to impose further conditions by giving the Hirer notice in writing at any time before receipt by the University of the signed Booking Form.

## 10. Use of Premises

The University reserves the right to refuse any booking at its absolute discretion.

## 11. Data Protection Act

The Hirer's details will be held by the University for use only in maintaining proper records and for marketing purposes. In accordance with the Data Protection Act 1998 and the University's Data Protection Policy, they will not be passed onto any third parties without the Hirer's consent.

## 12. Freedom of Speech

The University has a legal responsibility to ensure that freedom of speech within the law is maintained on its premises. The Hirer is obliged to provide to the University full details of the nature and content of the proposed Event and the identity of any speakers and to comply with the University's reasonable requirements to ensure freedom of speech within the law.

## 13. Cancellation by the University

The University may cancel the booking without penalty:

- If circumstances beyond its reasonable control mean that the Building is unavailable for the Event in which case the University shall notify the Hirer as soon as reasonably practicable and consult with the Hirer with a view to making suitable alternative arrangements
- If the Hirer becomes insolvent or enters into liquidation receivership or bankruptcy
- If the Hirer is more than 28 days in arrears with payment to the University for previously supplied services
- If the booking may in the opinion of the University prejudice or harm its reputation or put its staff or the collection housed within the Building at risk.

## 14. Relationship

- 14.1 The Parties acknowledge that their relationship is not that of employer/employee, landlord and tenant or of partners, but that of independent contracting parties only.
- 14.2 The rights granted to the Hirer to use the Building shall not operate or be deemed to operate as a demise of the Building or any part of it.
- 14.3 The Building shall at all times remain in the control and possession of the University, which reserves the right of entry by its staff, contractors or other designated persons to the Building at all times.
- 14.4 The University reserves the right to refuse admission to or to evict any person from the Building in its absolute discretion.

## 15. Confidentiality

The Booking Form and these Terms are confidential and the Hirer and University agree not to discuss the terms of the Agreement with other parties unless required to do so by a court of law or under the Freedom of Information Act 2000.

## 16. General

- 16.1 The University will observe the provisions of the Freedom of Information Act 2000 and the User shall upon request provide all necessary assistance and information to enable the University to comply with any specific requests for information received under that Act and the University shall notify the User of any disclosures to be made in relation to this Agreement.

- 16.2 The Parties subscribe to the principles of equality and agree not to unlawfully discriminate, either directly or indirectly, on such grounds as gender, race, colour, ethnic or national origin, disability, sexual orientation or age within the meaning of the Equality Act 2010 or any re-enactment thereof and all legislation and directives relating to equality and discrimination.
- 16.3 Each Party agrees to keep personal information safe and secure at all times and undertakes to observe and abide by the provisions of the Data Protection Act 1998 (and related legislation) in relation to all personal data and sensitive personal data held by each other whether directly or indirectly related to the hire of the Building.
- 16.4 Should the Parties be in dispute on the meaning or interpretation of any of the terms of this Agreement, the Parties will attempt to settle it by amicable discussion and where that is unsuccessful the Parties will attempt to settle it by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. The mediation will take place in Birmingham.
- 16.5 The Agreement may only be varied with the prior written consent of the Parties.
- 16.6 The Hirer may not transfer or assign its obligations under this Agreement.
- 16.7 No third party shall enjoy the benefit of any rights or protections granted under this Agreement.
- 16.8 The Agreement, comprising these Terms, the Booking Form and any variations agreed by the Parties supersedes all prior agreements, arrangements and undertakings between the Hirer and the University and constitutes the entire agreement between the Parties relating to the subject matter of this Agreement. The Hirer confirms that it has not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement.
- 16.9 Any legal notice required to be given under this Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid first class post or recorded delivery or by commercial courier, to each Party required to receive the notice at its address as set out below:
- a) University: The Director, Barber Institute of Fine Arts, University of Birmingham Edgbaston Birmingham B15 2TT UK
  - b) Hirer: the person and address set out in the Booking Form
- 16.10 This Agreement will be subject to, construed in accordance with and interpreted in accordance with the laws of England and subject to the exclusive jurisdiction of the English courts.