



## **VENUE HIRE TERMS & CONDITIONS**

Any rooms or areas of the Kirkgate made available to the customer are by agreement and are subject to payment by the customer of the hire charge agreed with Kirkgate.

When hiring space at Kirkgate the customer is agreeing to comply with the conditions set out below.

The application form completed and signed by the customer together with these terms & conditions is the contract for the hire of Kirkgate spaces.

These terms & conditions cover all types of events – performance events, parties, weddings, conferences, meetings, workshops, classes etc.

Kirkgate reserves the right to turn down or cancel the event if, in its opinion, the event is too loud and/or may cause disturbance to other users of Kirkgate.

Kirkgate reserves the right to withdraw the use of spaces if, in its opinion, the customer has misrepresented the purpose of the booking.

Customers may not sub-let any spaces hired to them.

Bookings remain provisional until confirmed in writing and deposits are paid.

The customer details or any guest lists supplied to Kirkgate are part of the event booking and will be held in accordance with Kirkgate's privacy policy which can be accessed online.

## **ATTENDEES**

- At the time of booking the customer shall provide details of the guaranteed minimum number of persons attending the event.
- The customer shall confirm the expected numbers attending not less than 7 working days (Monday-Friday, excluding bank holidays) prior to the event and final catering numbers no less than 5 working days prior to the event.
- Charges for Kirkgate's services will be based on the number provided or the number actually attending, if greater.
- If Kirkgate provides services for any number less than the guaranteed minimum number Kirkgate's charge to the customer based on the guaranteed minimum number previously advised will nevertheless apply in full.

- The customer agrees to commence the event promptly at the time agreed with Kirkgate and to procure that those persons present at the event vacate the room designated for it at the time stated on the booking form.
- Kirkgate reserves the right to charge additional fees where events overrun.
- If applicable, the customer shall ensure that those attending the event are ready to be served their food at the time agreed and that meals are completed within any pre-agreed time period.
- The customer agrees to reimburse all expenses incurred by Kirkgate resulting from the customer's breach of its obligations hereunder including (without limitation) any additional payments to staff.

## **CHARGES**

- All charges for services will be the charges quoted by Kirkgate at the time of booking (subject to any adjustment in accordance with these terms & conditions) or where no charge is quoted, the charge listed in Kirkgate's published price list at the date of acceptance of the customer's booking.
- All charges are subject to Value Added Tax at the current rate where applicable
- All payments are required in pounds sterling.
- Kirkgate reserves the right to require a deposit payable at the time of booking such deposit being equal to 50% of the estimated total of the catering cost and the room hire charge (the "deposit").
- The deposit is non-refundable and the balance amount will be payable as agreed.
- A booking will not be considered confirmed until Kirkgate has received a signed contract and the deposit has been paid in full.
- Time for payment is of the essence and Kirkgate reserves the right to cancel the provision of services to any event for which the amounts due have not been paid by the due dates.
- Kirkgate reserves the right to make additional charges for events commencing before or running beyond the times stated in the application form/contract.
- Customers shall pay the balance of any charges over and above the deposit within 30 days of the invoice date.
- Kirkgate reserves the right to charge interest on overdue accounts above 30 days at a rate of 3% per annum above the base rate of Bank of England for the time being.
- If the customer fails to make payment of any charges on the due date, then, without prejudice to any other rights or remedy available, Kirkgate shall, without liability to the customer, be entitled to cancel the provision of the services and any orders for future services from the customer and charge the customer for any charges outstanding and the cost of recovery thereof.

## **SUPERVISION**

- A capable person over 18 years old should be appointed to supervise the customer's use of the Kirkgate ('Supervisor').
- The Supervisor must familiarize themselves with the health and safety requirements.
- The Supervisor must familiarise themselves with fire evacuation procedures, fire escapes and location of fire equipment. If the fire alarm goes off call 999. It is the customer's responsibility to ensure everyone evacuates safely to the designation EV point and do a name check. No one should use a fire extinguisher unless they know what kind to use and how to do so.
- The Supervisor must remain on the premises for the entire event and be contactable by mobile phone at all times.
- The Supervisor must keep a record of everybody at any private function. A record of all attendees must be logged.

- The Supervisor is responsible for signing off all consumables ordered during an event.

### **ACCESS**

- On arrival the customer must make the Kirkgate Duty Manager aware of the customer's presence and sign in; the customer must also sign out when the customer leaves the building.
- The signing in book is in the box office.
- Kirkgate reserves the right to exclude or eject any persons from the event whom it reasonably considers to be objectionable (including any person engaged by the customer to provide entertainment or perform any other duties at the event). The customer will be liable and shall indemnify Kirkgate accordingly save where the customer establishes negligence or bad faith by Kirkgate.

### **CAR PARKING**

- Kirkgate does not have its own car park. All visitors to Kirkgate (including if part of the production or performance team) can use the local council All Saints car park outside the building

### **CONSUMABLES**

- In accordance with the customer's requirements in the application form, Kirkgate will provide catering services through its third-party contractors.
- No consumables may be brought into Kirkgate by the customer or its guests without the prior written consent of Kirkgate.
- Where, with Kirkgate's consent, customers consume their own beverages a corkage charge shall be applied.
- All pre ordered beverages and food are non-refundable.
- Additional beverages are sold on a sale or return basis and Kirkgate reserves the right to charge for all opened bottles, notwithstanding the fact that they have not been consumed.
- When consumables are charged on a consumption basis, the customer shall check the opening and closing of stocks of consumables in the presence of Kirkgate's Duty Manager.
- In the event of a customer refusing or delaying to do so, the figures recorded by Kirkgate shall be conclusive.
- Customer's Supervisor will be responsible for all consumables ordered and opened during an event.
- Kirkgate will not accept any adjustments to the price unless the above procedure is followed.
- All consumables offered are subject to availability. Where consumables are not available, reasonable endeavours will be made to offer the closest available substitute.

### **CONDITIONS APPLICABLE TO ALL SPACES**

- All legal obligations must be met at all times including Kirkgate's licence obligations.
- Please be considerate to people living or working near Kirkgate (e.g. noise, litter or bad behaviour).
- Mop up any spills immediately.
- Doors to the outside and fire doors must not be left propped open.
- No alterations may be made to the appearance of the hired space without prior agreement
- Do not fix anything, by any method, to the walls, floors or ceilings without prior consent. Any resulting damage must be made good at the customer's cost

- Unless previously agreed no items may be stored in advance at Kirkgate.
- No animals are allowed on the premises without prior consent (hearing and Guide-dogs are welcome).
- Do not use any of Kirkgate's equipment unless authorised to do so. Report any damage or malfunction to us as soon as possible.
- No food or drink to be brought into the Kirkgate.
- No admission into a private function for any uninvited members of the public.
- No smoking or vaping
- No illegal substances, no fireworks, flammable devices, weapons or explosive devices
- Be familiar with the Kirkgate's Fire Evacuation and Health & Safety Procedures
- Do not obstruct any exits, walk-ways or corridors.
- Do not place anything over signs fixed within the Centre.
- Keep all firefighting equipment in its proper place.
- Do not use equipment designed to create smoke or pyrotechnic effects.
- Ensure that any of customer's own electrical equipment complies with current law and is PAT tested.
- Do nothing to endanger audiences and users of Kirkgate.
- No playing of any games that involves throwing/hitting balls or other objects.
- When a performance is underway all mobile phones to be switched to mute
- No LPG gas can be brought into Kirkgate.
- All deliveries must be pre-arranged.
- Keep strictly to the limits of people allowed by licence in each room as instructed by Kirkgate. The exact capacity depends in each case on the configuration of the room. The licenced capacity is: Auditorium 143 ; Egremont Room 72; Centre maximum licensed capacity 170.

## **TECHNICAL AUDIO VISUAL / MEDIA SERVICES**

- The technical specification of Kirkgate, and each room, can be found on the website
- Prior arrangements must be made for use of any and all technical equipment.
- It is the customer's responsibility to ensure that all equipment is used safely and remains un-damaged.
- Any equipment hired to the customer will be operated during the event by technicians employed by Kirkgate unless approved in writing otherwise prior to the event.
- Kirkgate agrees to use reasonable endeavours to find a suitable replacement for any equipment hired to the customer which is found to be defective.
- Customers are not permitted to bring any electrical equipment into the building unless it bears a valid Portable Appliance Test Certificate.
- Kirkgate reserves the right to substitute alternative equipment and/or services where original equipment and/or services are unobtainable or are not able to be used.
- Additional equipment and/or services requested immediately prior to, or during an event must be signed for by the Supervisor on an additional request form, on which the estimated additional prices will be clearly shown.
- Kirkgate will not accept responsibility for disruption and inconvenience to, or the ruination of an event and/or presentation where sub-standard materials and/or poor-quality video playback material, have been presented to a technician for projection.
- In respect of conferences and presentations, the customer agrees that Kirkgate will not be responsible for failure to notify speakers or presenters of the minimum acceptable standards, or failure to gain their precise requirements, or for the unforeseen requirements of late arriving speakers and/or slide/video users.
- Should the customer want to use its own production company to operate the technical equipment, the name, details and qualifications of the technician must be presented to Kirkgate at least 7 days prior to the event. The customer agrees to

make good any damage or loss to equipment which is operated by the customer's production company.

- Hired equipment remains at all times the property of Kirkgate. The customer shall not sell, or offer for sale, assign, mortgage or pledge the equipment or any part or parts thereof and the customer will keep the equipment in their own possession for their own use and will not allow any lien or other encumbrance to be created in respect of the same.

## **DEPARTURE**

- The customer should leave all spaces as the customer found them and ensure all windows and doors (internal and external) are closed.
- The customer must ensure that all lights are turned off.
- If keys are provided, please return them at the end of the hire period.
- At the end of the hire period the customer shall remove from Kirkgate anything that the customer has brought into Kirkgate for the purposes of, or in connection with the event, and shall ensure that all rooms used are clean, undamaged and free from rubbish.

## **ENVIRONMENTAL**

Kirkgate is committed to reducing its carbon impact.

Like any business, our operation has an environmental cost: we create work that is inherently temporary; we make use of raw materials; we ask people to travel to a particular location at a particular time.

Our environmental policy recognises our responsibility to take action, and our belief that we can lead positive change. We are committed to improving our practice and shaping public conversation through storytelling.

Kirkgate has been working for a while on improving the sustainability of our building and wider operation, including energy efficiency.

We have an active recycling policy. We comply with and exceed industry standards.

The customer must adhere to this policy and follow all instructions provided in respect of recycling whilst at Kirkgate.

## **WASTE & RECYCLING**

- Kirkgate has a strict recycling policy. The customer must follow all instructions as to waste recycling during and after the hiring period
- Kirkgate will provide collection of reasonable quantities of bagged rubbish but large items such as banners and stage props must be removed from Kirkgate at the end of the hire.
- Any items remaining will be disposed of and the costs of removal charged to the customer.
- It is the customer's responsibility to ensure that at the end of the hire period, the stage and dressing room areas are tidy and that all rubbish has been bagged for collection.

## **WORKING AT HEIGHT**

- The customer must ensure that all working at height is appropriately planned and the correctly maintained items of access equipment used for the task.

- The customer must ensure that areas below work at height are controlled and barriers and signage are placed to prevent work below the area.
- Safety harnesses must be worn where there is a risk of fall and an appropriate rescue plan must be in place.
- The customer's equipment must comply with regulations and be well maintained. The use of makeshift equipment for access is strictly prohibited.
- It is the customer's responsibility to do a thorough risk assessment and provide an insurance certificate covering the customer's activity

### **FIRST AID & ACCIDENT/INCIDENT REPORTING**

- It is the customer's responsibility to provide first aid cover for the customer's employees, subcontractors and invitees.
- A first aid box is located at Kirkgate and some Duty Managers are first aid trained but this is not their responsibility.
- In an emergency call the emergency services
- An incident book must be kept and a copy provided to the Duty Manager on departure

### **EGREMONT BAR**

For performances, the Egremont Bar will open approximately 1 hour before stage time and it will be open during any intervals.

For other events arrangements need to be made in respect of the opening of the Egremont Bar

### **VIDEO AND RECORDING**

- Kirkgate is happy for customers to video or record their shows providing they have the right to do so. The customer must give Kirkgate advance notice of any equipment the customer intends to bring in so space can be reserved for this.
- The customer's appointed video company or technician should contact our technicians to arrange power and feeds as required. If the customer fails to notify us in advance the customer may be refused permission to record. Any costs incurred by Kirkgate will be recharged to the customer
- Kirkgate shall have the right to take pictures of the customer's event, participants and audiences and use them for its website and for publicity purposes.

### **CANCELLATION**

#### **By Kirkgate**

Kirkgate may cancel the provision of the services to an event and forthwith terminate the agreement and the rights granted to the customer if:

- After giving due notice if the booking is provisional
- Any part of the Kirkgate Centre has to be closed for reasons beyond Kirkgate's control
- The customer is already in arrears with any payment due to Kirkgate
- The customer is in breach of any of these terms & conditions and fails to rectify such breach within 7 days of written request so to do
- The customer becomes insolvent or enters into liquidation or receivership or is subject to any similar process or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof
- The customer (being an individual) is adjudicated bankrupt or dies.

## **By The Customer**

A confirmed booking shall only be deemed to be cancelled when Kirkgate receives written notification of the cancellation from the customer.

Where a customer cancels the provision of the services, in addition to loss of the deposit, the customer shall pay to Kirkgate the following charges in respect of the services (credit being given for the amount of the deposit paid):

Notice of cancellation received

Less than 7 days prior to event - 100% of the pre-booked total  
Between 8-30 days prior to event - 80% of the pre-booked total  
Between 31-60 days prior to event - 60% of the pre-booked total  
Between 61-100 days prior to event - 40% of the pre-booked total  
Between 101 – 180 days prior to event - 20% of the pre-booked total

## **COVID-19**

- Both parties acknowledge the ongoing COVID-19 crisis in the UK and accept their obligation to comply with any official guidance from UK Government.
- The parties agree to communicate without delay any issues they may have in performing their obligations under this agreement.
- The customer acknowledges that COVID-19 may require it to take one or more of the following measures for the safety of the Kirkgate staff and the safety of delegates and audiences attending the event to which this booking relates: (i) impose maximum delegate/audience numbers at the event; (ii) limit food or drink availability; (iii) impose specific requirements regarding personal protective equipment such as the wearing of masks; (v) limit any planned entertainment; (vi) designate alternative entrance and exit routes.
- If Kirkgate is obliged, due to specific Government restrictions, to close the centre, Kirkgate may offer the customer an alternative date for the event but if that cannot be agreed the booking will be deemed cancelled and the deposit will be returned in full with no further payment required.
- Kirkgate monitors government guidelines continuously and will update the customer.

## **HEALTH AND SAFETY**

- The customer must take instructions from Kirkgate's Duty Manager while events are in progress.
- For some events, at Kirkgate's discretion, it reserves the right to provide extra security and charge the customer.
- Kirkgate staff on duty will assume full control and responsibility for evacuation in the event that any security matter including bomb, fire or the behaviour of those attending warrants such action.
- The customer must comply with all Kirkgate's Health and Safety regulations.
- The customer shall notify Kirkgate immediately on becoming aware of any accident or injury occurring at Kirkgate.
- Where an event requires the provision of special services, e.g. additional electrical services, the customer shall comply with any additional safety requirements imposed by Kirkgate.
- Blocking of access routes will not be permitted while delivering, setting up or breaking down for events.
- All electrical equipment brought into the Centre must have a current Portable Appliance Test (PAT) Certificate. This must be presented to the Duty Manager on the

day of the event. In the absence of a certificate, the customer shall be obliged to use the equipment on site, should it be available, and will be charged accordingly.

- Kirkgate accepts no responsibility for any disruption to an event should equipment not be available.
- The customer shall not use or allow to be used any gas-supplied heaters, helium balloons, naked flames or anything similar in any part of Kirkgate.

## **SAFEGUARDING**

- The customer must ensure that the Supervisor and all adults on the premises are familiar with Kirkgate's safeguarding policy and abides by it,
- It is the customer's responsibility to identify whether their activities are regulated by law and to ensure that satisfactory statutory checks are made before their staff or volunteers take responsibility for regulated activities.
- In the event that the hiring involves regulated activity the customer must put in place its own safeguarding procedure that is at least as robust as Kirkgate's procedure and provide Kirkgate with a copy.
- The customer agrees to ensure that all adults present on the premises are aware of this procedure and abide by it.
- The customer confirms that, when necessary, appropriate DBS checks will be carried out in respect of persons involved with children, young people and vulnerable adults on the premises during the course of the hire period

## **LIABILITIES**

- Kirkgate does not accept liability for any loss, damage or injury whilst customers are using its spaces.
- Kirkgate does not accept liability for loss or damage to any object, equipment, furniture, stock or other property of any sort brought onto the premises by the customer or their guests or hired by Kirkgate on the customer's behalf howsoever such loss or damage may occur unless as a direct result of Kirkgate's negligence.
- All such property will remain under the care and control of the customer and is entirely at the customer's own risk.
- The Customer is responsible for reimbursing Kirkgate for any damage, loss or injury to its property or personnel caused by the customer whilst at Kirkgate.
- Kirkgate shall have no liability to the customer for any consequential loss to the customer arising out of or in connection with the provision of the services pursuant to the contract formed by these terms & conditions and the total liability of Kirkgate for any other loss of the customer shall not exceed the price payable by the customer for the services.
- The customer shall be liable for any loss, damage, personal injury or death arising out of or in connection with the event, except to the extent that such loss, damage etc. is caused by the negligence of Kirkgate, its servants or agents and the customer indemnifies Kirkgate against any claim brought against Kirkgate in relation to any such matters.
- The customer shall be liable for any loss or damage caused to the Centre and the property, furnishings, paintings or objects in the Centre by any act or omission of the customer, its sub-contractors or guests of the customer, and shall pay to Kirkgate on demand the amount required to remedy any such damage.
- Kirkgate agrees to use reasonable endeavours to provide the equipment and perform the services specified in relation to the event. Kirkgate does not however accept any liability for any failure to provide equipment or perform services where that failure is beyond its reasonable control.
- Kirkgate shall not be liable to the customer by reason of any delay in performing or any failure to perform any of Kirkgate's obligations in relation to the services if such delay or failure is due to any cause beyond its reasonable control including (without



limitation) Government intervention, strikes, acts of God, national or local disasters or war or any event causing the whole or part of Kirkgate to be closed to the public. In such circumstances the charges payable by the customer may be subject to abatement by a fair and reasonable apportionment.

### **INSURANCE**

- The customer shall take out before the event and maintain during the hire period public liability insurance in respect of its liabilities under these terms & conditions and for an amount of cover not less than five million pounds sterling.
- The customer shall, at the request of Kirkgate, produce before the event a certificate of such insurance for inspection by Kirkgate.

### **PUBLICITY**

- The customer shall not use Kirkgate's logo in any of its advertising or publicity without prior written approval.
- The customer will ensure that advertising and publicity material for the event does not imply that the event is endorsed or organised by Kirkgate without prior written approval.
- Printed invitations, advertisements, flyers or posters and any supporting information together with a guest list must be made available to Kirkgate at least 5 working days prior to the event. The guest list is for Health and Safety purposes and will be destroyed immediately after the event.

### **GENERAL**

- No variation to these terms & conditions shall be effective unless agreed in writing and signed
- Any notices to be given must be given in writing and delivered personally or sent by pre-paid recorded delivery or registered post or scanned and sent by email.
- The customer may not assign, transfer or sub-contract its rights and/or obligations without prior written consent
- These terms & Conditions shall be governed and construed in accordance with English Law and each party agrees to submit to the non-exclusive jurisdiction of the English Courts as regards any claim or matter arising.
- The customer acknowledges that no relationship of landlord and tenant is created between the customer and Kirkgate by this Agreement and that Kirkgate retains control possession and management of the Kirkgate Centre and the customer has no right to exclude Kirkgate from the Centre.