

Conditions Of Hire

For the use of the Harrogate International Centre Venue

Revised September 2009

CONTENTS

01.	Introduction	01
02.	Licence	01
03.	Programme of Event	01
04.	Advertising	01
05.	Ticket Sales for Entertainment Events	01
06.	Documents to be Submitted Prior to the Event	02
07.	Venue-specific Conditions	02
08.	Seating and Stage	02
09.	Facilities	03
10.	Hirer's Obligations	04
11.	HIC's Liability	06
12.	Vacation of Venue	06
13.	Termination and Cancellation	06
14.	Payment	08
15.	General	08
	Interpretations and Definitions	09

CONDITIONS OF HIRE

01. Introduction

- 1.1 These Terms and Conditions form part of an Agreement between the Hirer and Harrogate International Centre (HIC) together with the Hire Agreement and the HIC Venue Specification.

02. Licence

- 2.1 In consideration of the Hirer agreeing to fully comply with the Agreement and pay the Hire Charge, HIC grants the Hirer a licence to use the Venue for the Event during the Period of Hire. Such licence includes non-exclusive rights of access to and exit from the Venue.
- 2.2 Unless expressly agreed to the contrary, the following are excluded from any licence: plant rooms, control rooms, store rooms, kitchen areas, workshops and the Conference Centre's administration offices.

Events Prior to the Period of Hire

03. Programme of Event

- 3.1 A complete programme of the Event shall be delivered to HIC as soon as possible and in any case not less than 21 days before the commencement of the Period of Hire.

04. Advertising

- 4.1 No posters, notices or bills may be displayed inside or outside the Venue except with written permission of HIC. The display of a reasonable number of approved posters or notices will usually be permitted on condition that the affixing and removal of the same shall in no way affect, mark or damage the materials, fabric or decoration of the Venue internally or externally.
- 4.2 If HIC so requires, the Hirer shall submit a draft of any poster, notice, bill, programme, announcement, advertisement or invitation relating to an Event. All costs associated with the production and promotion of the Event including publicity, marketing and advertising will be at the expense of the Hirer.
- 4.3 Any media advertising by the Hirer must be accurate and in particular include the correct Venue title and Booking Office details. Advertising and publicity material shall not be in breach of the Trade Descriptions Act 1968 or any other statutory provisions or regulations and the Hirer will indemnify HIC against liability for any such breach.

05. Ticket Sales for Entertainment Events

- 5.1 All ticket sales for entertainment events at HIC to which the public are invited shall be carried out by HIC unless agreed otherwise in advance and in writing with the Hirer.
- 5.2 The costs of printing tickets will be recharged to the Hirer as an Additional Service Charge unless HIC agrees that the Hirer shall be permitted to arrange the printing of its own tickets in which case the tickets must conform to HIC's prescribed format.
- 5.3 The number of complimentary tickets (apart from reservations for the Council or HIC) to be issued by the Hirer for any Event shall be subject to prior agreement by HIC and shall not be resold.
- 5.4 The Hirer shall reserve for HIC seats A1-A4 in Block E, seats A10-A13 in Block F and seats H1-H14 in Block D at the Conference Centre and seats A1-A8 and A31-A32 in the Royal Hall Grand Circle (all seat numbers inclusive), in respect of any Event to which the general public are to be admitted and the Hirer shall deliver to HIC as soon as they are received from the printers the tickets for the seats which have been so reserved.
- 5.5 The Hirer and HIC will not issue tickets for admission to the Event in excess of the seating capacity of the Venue for that Event. Further, where HIC considers it to be necessary to fix a limit to the number of persons to be admitted to any Event, the Hirer must not admit a greater number of persons than that specified by HIC.
- 5.6 HIC shall be entitled to deduct a 10% (plus Value Added Tax at the rate prevailing at the date of the Event) handling commission in respect of tickets paid for by credit cards and/or cheques.
- 5.7 For all tickets sold online through the HIC's Box Office website or via the telephone, HIC shall be entitled to charge and deduct from the Total Booking Office Receipts a 10% booking fee on the gross ticket price. In addition HIC will have the right to charge a reasonable sum to cover postage and related costs to the customer.
- 5.8 Where tickets are printed at home by the customer HIC will have exclusive and unequivocal marketing rights to sell the potential advertising space and/or brand the non-printed portion of the page.

CONDITIONS OF HIRE

06. Documents to be Submitted Prior to the Event

Exhibition Stands

- 6.1 Where exhibition stands are to be more than simple temporary structures, that is 'complex structures', the details of these stands must be submitted to HIC at least 28 days prior to the commencement of the Event together with the structural calculations and the method statement of construction. HIC will assess these, the costs of which are to be borne by the Hirer.
- 6.2 In the event of the Hirer wishing to promote an exhibition at the Conference Centre (levels 4 and 5), Royal Hall, Queen's Suite or other agreed location that is not a designated exhibition hall, it must submit four copies of a scale plan (scale of 1:200) of the proposed layout of the exhibition for approval by HIC before agreements are made with any exhibitors. The latest HIC can receive these plans is 28 days prior to the commencement of the Event. No alterations may be made to the plan after it has been approved by HIC except with HIC's written permission and the exhibition shall be laid out and maintained entirely in accordance with the approved plan.

Risk Assessments

- 6.3 A comprehensive and appropriate Risk Assessment for the Event should be carried out and a copy submitted to HIC at least 14 days prior to the commencement of the Event. The Risk Assessment must identify hazards that could cause harm, assess the risks that may arise from those hazards and decide on suitable measures to eliminate, or control, the risks (method statement). A specific Fire Risk Assessment must be included within this document.

First Aid Plan

- 6.4 A First Aid Plan, detailing the procedures for administering first aid on site, during all phases of the Event should be submitted to HIC at least 14 days prior to the commencement of the Event.

Insurance Certificate

- 6.5 A copy of the Hirer's public liability insurance certificate covering the Event for the Period of Hire must be submitted to HIC at least 14 days prior to the commencement of the Event.

Royalty Returns

- 6.6 A Hirer shall, at least 7 days prior to the date of an Event, supply HIC with a return in duplicate on the appropriate Performing Rights Society Limited Programme and Declaration of Music Form of all works to be performed and/or recorded in the Venue during the Period of Hire.

07. Venue-specific Conditions

Hall Q and King's Suite

- 7.1 Any Hirer of Hall Q and King's Suite is bound by the following additional conditions:
- (a) The Hirer shall utilise the shell structures and electrical services provided by HIC only.
 - (b) No painting of stands or displays shall be permitted within Exhibition Hall Q and King's Suite.
 - (c) All shell structures and electrical services erected in the King's Suite will be at additional cost to those quoted in the Hire of Hall Q.
 - (d) The Hirer will be held responsible for the condition of the shell structures, electrical services and any other associated equipment provided to them by HIC during the Period of Hire. Any replacement and/or repairs required as a result of the Hirer's negligence will be recharged to the Hirer.

Queen's Suite

- 7.2 Any Hirer of the Queen's Suite is bound by the following additional conditions:
- (a) All exhibition stands shall meet the specific access limitations of the Queen's Suite and be approved by HIC in advance.
 - (b) No painting of stands or other equipment surfaces or fittings shall be permitted.

Hire of Hall M

- 7.3 Any Hirer of Hall M is bound by the following additional conditions:
- (a) There is no access to the high level walkways except by HIC or their approved contractor(s).
 - (b) All drop down power will be via 63A ceeform TP&N tourmate locking connector lowered down from the high level walkways to a height of approx 4m above exhibition floor level.

08. Seating and Stage

- 8.1 The Conference Centre is let with full seating. Subject to 21 days' notice in advance of the commencement of the Event, the removable seats in this Venue can be moved by HIC at the request of the Hirer. Any alteration will be at the cost of the Hirer as an Additional Service Charge.
- 8.2 The Royal Hall is let with full seating. Subject to 21 days' notice in advance of the commencement of the Event, the removable seats in this Venue can be moved by HIC at the request of the Hirer. Any alteration will be at the cost of the Hirer as an Additional Service Charge.
- 8.3 The Queen's Suite is let with no fixed seating or moveable walls. At the commencement of the Hire,

HIC will lay out seating to the Hirer's specification provided that the Hirer has submitted its specification 21 days before the commencement of the Event. Any additional furniture & fittings moves undertaken by HIC during the Period of Hire will be at the cost of the Hirer as an Additional Service Charge.

- 8.4 HIC will use its best endeavours to arrange seating in accordance with the Hirer's requirements provided 21 days' notice of such requirements has been given to HIC.
- 8.5 The Conference Centre and Royal Hall are let with a permanent stage and the Hirer will be responsible for arranging any extension to the stage. Any alteration must be approved by HIC and will be at the cost of the Hirer as an Additional Service Charge.

09. Facilities

Acknowledgement

- 9.1 The Hirer has had the opportunity prior to the signing of the Agreement to inspect the Venue including the technical equipment and facilities and is therefore deemed to have full knowledge of them and to accept them with whatever limitations and characteristics they may have.

Equipment

- 9.2 HIC will supply to the Hirer all equipment and facilities described in the Venue Specification as being provided within the Hire Charge. Any additional equipment or services which are requested by the Hirer, its agents, representatives, employees or customers and are not included within the Venue Specification will be charged to the Hirer as an Additional Service Charge at the rates prevailing at the date of the Event.
- 9.3 The Hirer accepts full responsibility for any breakage or damage to any equipment, goods or other materials (whether belonging to HIC or not) whilst in the Hirer's possession. The Hirer is responsible for returning all equipment, goods or materials to HIC on or before the end of the Hire Period.
- 9.4 HIC reserves the right to require advance payment from the Hirer for any equipment or facilities which HIC may need to hire in order to meet the Hirer's requirements.

Catering

- 9.5 Provision of food and drink including catering, bar, or banqueting services must be undertaken by the approved catering concessionaire for the Venue. HIC shall not be responsible for the provision of any such services for the Event or for any act or default of the said concessionaire or its staff, agents or sub-contractors.
- 9.6 If the Hirer is in breach of this Condition and provides or attempts to provide its own food and/or drink or any other type of catering, HIC reserves the right to

request that the said food and drink should be removed from the Venue and/or that the Hirer pay an Additional Service Charge as compensation for this breach.

Crew Catering

- 9.7 If the Hirer wishes to provide its own tour or crew catering using mobile units or HIC's kitchen facilities it must obtain the consent of HIC and the following conditions will apply:
- (a) Subject to availability a dining area, as determined by HIC, may be hired at an additional cost to be agreed with HIC and payable in advance and the Hirer will pay the appropriate Additional Service Charge.
- (b) The crew/tour caterer will be responsible for the cleanliness and hygiene of the catering and the designated dining area and the proposed layout and ensure it is returned in a similar condition.
- 9.8 The Hirer will employ the tour/crew caterer and accept full responsibility for the said caterer's actions and omissions. HIC is specifically authorised by the Hirer to meet the requirements of the tour/crew caterer as to any changes in or additions to the arrangements for mobile catering for which the Hirer will accept full responsibility and pay any appropriate Additional Service Charge.

Staffing

- 9.9 The Basic Staffing Complement will be provided in the Venue by HIC for the duration of the Period of Hire.
- 9.10 Any staff required by the Hirer in addition to the Basic Staffing Complement if agreed with HIC prior to the start of the Event will be provided if reasonably available, at the expense of the Hirer at the rates in force at the date of the Event as an Additional Service Charge.
- 9.11 For all events when the Hirer provides its own stewards, they should be in of such number as HIC considers necessary for the proper conduct of the Event. Further the Hirer will ensure that its staff or agency staff appointed by it act in accordance will all reasonable instructions issued by HIC.
- 9.12 All stewards must be, and remain, on duty in the Venue hired by the Hirer for the period specified by HIC and must be instructed that they are to comply with any reasonable requirement of HIC.
- 9.13 For all Events in the Venue to which the general public are to be admitted HIC will provide a sufficient number of competent stewards to meet the demands of the particular Event as anticipated by HIC in consultation with the Hirer.
- 9.14 Security personnel may also be provided at the expense of the Hirer at the rates prevailing at the date of the Event and as deemed appropriate by the Hirer in consultation with HIC and this will be an Additional Service Charge.

Cloakroom

04 CONDITIONS OF HIRE

- 9.15 At the discretion of HIC, cloakroom facilities with assistants will be provided at the expense of the Hirer as an Additional Service Charge at the rates prevailing at the date of the Event. No liability shall attach to HIC for any article left in any cloakroom except for loss or damage caused by the negligence of HIC staff.

Traffic Control

- 9.16 The Hirer shall supply at its own expense a traffic controller (and support assistants where necessary) in accordance with the HIC criteria for such staff to control the movement of vehicles to and from any parking areas and/or delivery and holding areas designated by HIC for the use of the Hirer.

Accommodation Booking Service

- 9.17 HIC provides an accommodation booking service at no additional cost to the Hirer. The Hirer agrees that, if it requires an agent or service to book any accommodation in connection with the Event, it will exclusively use HIC's accommodation booking service unless agreed otherwise in advance and in writing with the Hirer.

10. Hirer's Obligations

Care of the Venue

- 10.1 The Hirer may not place on, or affix to, the outside or inside of any of the Venue or bring into the Venue any furniture, fittings or temporary structures, including scaffolding except with the prior agreement of HIC.
- 10.2 Where tape is used in any part of the Venue it must be of the low-tac variety. If HIC has to employ specialist outside contractors to remove any subsequent marks, the Hirer is responsible for the costs of such service.
- 10.3 In no circumstances shall any bolts, nails, screws, staples or pins or fixings of any kind be fixed into any part of the Venue, or its furniture, fittings or fixtures without the prior approval of HIC.
- 10.4 Where the Venue is used for an exhibition the following conditions will apply:
- (a) Any stands in the Conference Centre, Royal Hall or Queen's Suite are to be of modular construction and all details must have prior approval from HIC.
- (b) In the case of the Royal Hall, any structures or adaptations to the fabric proposed by the Hirer and approved by HIC or any additional protection measures required by HIC shall be carried out only by HIC or their nominated contractors and all costs relating to the work recharged to the Hirer as an Additional Service Charge.
- (c) Where any machinery is to be displayed adequate protection must be afforded to seating, walls and floor coverings in order to prevent wear and tear and damage from leakage or otherwise.

- 10.5 Fire and emergency exits and signs and manual call points (breakglass) must not be obscured. Aisles between seating areas must be kept free of obstructions.
- 10.6 No smoking is permitted anywhere in the Venue.
- 10.7 No explosives, pyrotechnics, firearms, lasers, weapons, flammable substances, gas cylinders or containers, or naked flames or any other noxious pungent or deleterious matter shall be brought in to the Venue without the prior written consent of HIC or anything which may, in the sole opinion of HIC, become a nuisance to HIC, any occupiers of any part of the Venue or of adjoining premises.
- 10.8 The Hirer must observe weight limits in the lifts at all times and any cost incurred by HIC due to overloading of the lifts will be recharged to the Hirer.

Cleaning

- 10.9 It is the Hirer's responsibility to provide cleaning services throughout all areas of HIC used for exhibition stands. This includes stands, aisles and gangways (excluding Hall Q). The Hirer is responsible for clearance of all debris and goods created by its activities. All waste disposal must be undertaken by a HIC approved contractor.

Electrical Wiring and Fittings

- 10.10 The Hirer shall not interfere, or permit any interference with any of the electrical wiring, installations or fittings of the Venue or overload any electrical power systems. HIC will supply all appropriate technical information relating to electrical distribution and supply. The Hirer must adhere to BS 7671 2008 (IEE Wiring Regulations and Requirements for Electrical Installations 17th Edition). Additional guidance which provides specific requirements applicable to exhibitions and events is contained in the AEV Rules and Regulations for Electrical Stand Installations and Mains Supplies.
- 10.11 No electrical or other wiring (e.g. telephone, short-wave, amplification, etc.) or electrical or other equipment or apparatus of any kind is to be placed in the Venue without the prior written consent of HIC.
- 10.12 Where not already provided in the Venue temporary electrical supplies will be provided by HIC where practical at the request of the Hirer and the cost will be charged to the Hirer at the rates in force at the date of the Event as an Additional Service Charge.
- 10.13 The Hirer must adhere to regulations, accepted industry standards or Codes of Practice in relation to suspension or 'flying' in or on any part of the Venue and must obtain the prior consent of HIC to do so.
- 10.14 HIC reserves the right to undertake random testing of any of the Hirer's portable electrical appliances. Any such appliances tested and found to be unsafe shall be repaired or removed from the Venue at the Hirer's expense.

Fire Precautions

- 10.15 The Hirer will ensure that its staff and agents comply with the Venue's fire precautions, health and safety policy and with its locking up procedures (which includes turning off lights and electrical equipment) as notified.
- 10.16 All scenery, effects, properties, cloths, materials, stands and decorative displays must be made of materials which are or have been rendered fire resistant to the satisfaction of HIC. Any scenery, effects, properties, cloths, materials, stands and decorative displays which cannot be rendered fire resistant under the preceding paragraph shall be declared to HIC prior to the Period of Hire and the Hirer shall comply with any requirement or recommendation of HIC in respect of such items.
- 10.17 The Hirer will keep the Venue and access routes clear of obstruction at all relevant times.

Police and Fire Service

- 10.18 The Hirer will be charged for any attendance of the Police or Fire Service which HIC shall judge to be necessary and shall pay the rates prevailing at the date of the Event.

Compliance with Statutes, Health and Safety, etc.

- 10.19 The Hirer shall comply fully with all statutes, rules, regulations, orders, byelaws, or other requirements whether for ensuring public order, health and safety or decency or for any other purpose whatsoever affecting the use of the Venue for the purpose for which it has been hired, and with all requirements of the Health and Safety Executive, of the Police and Fire Authorities and of HIC including these Conditions and the duty to obtain all licences, consents and approvals necessary for the Event.
- 10.20 The failure by the Hirer to obtain any necessary licence, consent or approval necessary for the Event (or the revocation of the same) or the imposition of any restriction on the Event by Parliament, the Local Authority or any other licensing body shall not cancel or affect the obligations of the Hirer under the Hire Agreement and these Conditions.

Animals

- 10.21 No animals, birds or insects may be brought in to the Venue (with the exception of guide dogs for the visually or aurally impaired) without prior agreement of HIC.

First Aid

- 10.22 The Hirer shall be responsible for the provision of first aid facilities during the Period of Hire for all its employees, agents and those employed by its agents, subcontractors, sub-licensees and for visitors to the Event. HIC will only be liable for the provision of First Aid to its own employees.

Good Order

- 10.23 No impropriety of language, dress, dance, gesture or

personality shall be permitted at any Event and the Hirer shall maintain and keep good order and decent behaviour in the Venue throughout the Period of Hire.

- 10.24 HIC reserves the right to refuse admission to, or to remove from, the Venue any person who, in its opinion, is drunk, disorderly or objectionable or dressed in a manner which may be offensive to others, or for any other reason whatsoever.
- 10.25 The Hirer warrants to HIC that the Event will not be presented, performed or conducted in such a way that it may incite anyone to behave in a manner which may result in damage to HIC or a breach of public order, safety regulations or harm to any member of the audience or these Conditions. Members of an audience in any of the Venue are not permitted to dance in the gangways or between the seats, but must remain seated. No one may throw any article from the stage into the auditorium or at the audience without HIC's prior written consent.
- 10.26 All obligations, stipulations and Conditions to be observed on the part of the Hirer shall apply equally to the Hirer's employees, agents, subcontractors, sublicensees and visitors and to the Hirer's Technical Agent (insofar as the same are relevant) and the Hirer shall be responsible for ensuring their compliance.
- 10.27 The Hirer must ensure that all sound levels are kept within safe units as identified in current industry standards, best practices or relevant regulatory bodies.

Sales of Merchandise & Programmes

- 10.28 No merchandise may be raffled, sold or offered for sale whether by auction or otherwise in the Venue with the following exceptions:
- (a) The sale of programmes, catalogues or other literature or articles ancillary to the Event at the authorised sales points.
- (b) Where the sale of merchandise is the express or implied object of the Event.
- 10.29 HIC has the right to approve and vet all items to be sold as merchandise in the Venue.
- 10.30 Where the Hirer or its agents, employees and representatives request HIC to provide staff to sell merchandise, the cost of providing such staff shall be charged to the Hirer as an Additional Service Charge.
- 10.31 Commission at a rate of 15% (plus Value Added Tax at the rate prevailing at the date of the Event) on all sales of merchandise and programmes is payable to HIC unless a different rate is agreed by HIC prior to the Event and the Hirer shall account to HIC for such commission at the end of the Period of Hire.

Copyright & Other Intellectual Property

- 10.32 The Hirer undertakes to HIC that it has the right to perform and/or record (by any means) the Event publicly.
- 10.33 The Hirer will indemnify HIC in respect of any licences,

CONDITIONS OF HIRE

approvals, consents, royalties, fees or other sums payable to collection societies including but not limited to the Performing Rights Society (PRS), the Mechanical Copyright Protection Society (MCPS), authors, composers, choreographers, designers and the like. Further the Hirer will indemnify HIC in respect of any and all claims, actions, demands, losses, damages, costs and expenses arising from, or incurred directly or indirectly by reason of, any infringement or alleged infringement of a third party's intellectual property right.

- 10.34 A Hirer shall, at least 7 days prior to the date of an Event, supply HIC a return in duplicate on the appropriate Performing Rights Society Limited Programme and Declaration of Music Form of all works to be performed and/or recorded in the Venue during the Period of Hire.

Insurance

- 10.35 The Hirer shall effect full public liability insurance cover in relation to the Event for the Period of Hire in the sum of at least five million pounds for any one event leading to an insurance claim and the Hirer shall on request produce the relevant policy or policies of such insurance to HIC for inspection together with evidence that the same are in force and the relevant premium has been paid and allow HIC to take copies thereof.
- 10.36 It shall also be the responsibility of the Hirer to arrange such comprehensive and all risks insurance cover for the Hirer and its staff, agents, subcontractors and sub-licensees and the like and their respective property as the Hirer thinks fit. The Hirer shall indemnify HIC against all claims which may be made against it in respect of any such matter.

Complaints

- 10.37 If there is any complaint to HIC by any members of the public regarding the conduct of the Event or regarding anything done or omitted to be done by the Hirer (as distinct from any complaint relating to some act, neglect or default of HIC in relation to the facilities in the Venue which is not the responsibility of the Hirer hereunder), HIC shall be entitled in its discretion to resolve such complaint in what it considers to be the most appropriate manner but only after prior consultation with the Hirer. If HIC decides to resolve such complaint by refunding the complainant the price of any tickets for the Event and/or paying reasonable compensation to the complainant for the subject matter of the complaint the Hirer will indemnify and reimburse HIC on demand. HIC may if appropriate deduct the amount of the said compensation from the Total Booking Office receipts.

11. HIC's Liability

Disclaimer

- 11.1 HIC shall not be liable to the Hirer or any of the Hirer's employees, agents or contractors for:
- (a) Loss, theft and/or damage to goods or property at

the Venue; or

(b) Any financial loss (whether direct or indirect) suffered by anyone including, but not limited to, loss of profits, business or goodwill.

12. Vacation of Venue

- 12.1 HIC has the right to vacant possession of the Venue at the end of the Period of Hire.
- 12.2 The Hirer shall leave the Venue and all fixtures, fittings and furniture and other equipment in a clean and good condition as it was on the commencement of the Period of Hire.
- 12.3 The Hirer shall ensure that all structures, goods and property brought into the Venue during the Period of Hire are removed by the end of the Period of Hire.
- 12.4 Should the Hirer fail to comply with this Condition then HIC shall be entitled to put the Venue into a clean and good condition and charge the Hirer for this as an Additional Service Charge.
- 12.5 If the Hirer leaves any goods or property in the Venue after the Period of Hire, HIC may place such goods or property in store, and the cost of doing this will be charged to the Hirer as an Additional Service Charge. All items placed in store will be at the Hirer's sole risk.
- 12.6 Alternatively HIC may remove all goods or property in the Venue after the Period of Hire and treat them as refuse and dispose of such items as HIC sees fit. The cost of disposal will be met by the Hirer as an Additional Service Charge. The Hirer accepts and authorises HIC to treat all materials left in the Venue after the Period of Hire as refuse. The Hirer will keep HIC fully indemnified in respect of claims brought against HIC for the disposal of such items.

13. Termination and Cancellation

Anticipatory Breach by the Hirer

- 13.1 The Council reserves the right to cancel any Event if in the opinion of HIC:
- a) The Hirer intends to use the Venue for any purpose other than the purpose specified in the Hire Agreement and/or agreed by HIC.
- b) The Hirer intends to use the Venue for an Event in respect of which any licence and/or consent is required, and the Hirer has not obtained the requisite licence and/or consent or it has been revoked or restricted.
- c) The Event may lead to a breach of the peace or acts of violence may occur or damage may be caused to the Venue or any of its fixtures, fittings or decoration.
- 13.2 In the event of the Event being cancelled as provided above, then unless such cancellation is within Condition 13.14 or is otherwise due to circumstances

entirely outside the Hirer's control HIC reserves the right:

(a) To retain any Deposit that may have been paid by the Hirer; and

(b) To claim any balance of the Hire Charge payable under the Hire Agreement; and

(c) To claim any other reasonable additional expenses incurred by HIC in connection with the Event including, but not limited to, Additional Service Charges payable.

- 13.3 If an Event is cancelled as provided above, the Hirer shall have no claim against HIC for damage or loss which it may sustain or have sustained or in respect of any subsequent liability which it may incur or have incurred in consequence of such cancellation.

Cancellation by the HIC

- 13.4 HIC further reserves the right to change the Venue being hired and provide a suitable alternative Venue for any Event if in the reasonable opinion of HIC:

(a) It is necessary to close the Venue or any part of it for the purpose of investigating and/or executing urgent repairs or unforeseen or emergency works.

(b) It is in the interest of public order and safety that the Venue or any part of it shall be closed on any day for which the Event has been arranged.

(c) The Venue is unfit for use or has been rendered unfit for use in the sole opinion of HIC by some cause which does not fall within Condition 13.14.

(d) The Venue is required for some public or civic purpose. (As far as possible Periods of Hire will be arranged so as not to conflict with civic requirements.)

(e) There is in existence an industrial dispute which does not fall within Condition 13.14 rendering the holding of the Event impracticable or inadvisable at the sole discretion of HIC.

- 13.5 If an Event is relocated to an alternative Venue, the Hirer shall be repaid any difference between the Hire Charge of the alternative Venue and the original Venue. In the event that the alternative Venue attracts a greater Hire Charge, HIC may at its discretion waive the additional sum.

- 13.6 The Hirer shall have no claim against HIC for damage or loss which it may sustain or have sustained or in respect of any subsequent liability which it may incur or have incurred in consequence of being provided with an alternative Venue.

- 13.7 In circumstances where it is not practicable to provide the Hirer with an alternative Venue and one of the events described in Condition 13.4 occurs, HIC may cancel the Event and the Hirer will be entitled to be repaid the Deposit and any additional monies it has paid to HIC.

- 13.8 In the event of cancellation in these circumstances, the Hirer shall have no claim against HIC for damage or loss which it may sustain or have sustained or in respect of any subsequent liability which it may incur or have incurred in consequence of being provided with an alternative Venue. The Hirer is advised to insure against such losses.

Cancellation by the Hirer

- 13.9 Subject to Condition 13.10, if the Hirer shall cancel the Event HIC shall be entitled to be paid the whole of the Hire Charge together with all reasonable additional expenses incurred by HIC in connection with the Event up to the date of the Hirer's cancellation including, but not limited to, any Additional Service Charges.

- 13.10 However if notice of the cancellation is received by HIC prior to the date on which the Period of Hire would otherwise have commenced then if HIC finds a replacement hirer for the whole or part of the Venue during the Period of Hire (or any part of it) who would not have otherwise intended to hire the Venue at some other time, the Hirer shall be liable to pay only for the hire of that part of the Venue and/or only for that Period of Hire or part of it which has not been taken over by the replacement hirer.

- 13.11 HIC will endeavour to find a replacement Hirer as above but the Hirer acknowledges that if, at the time of cancellation, other suitable space at the Venue is available, HIC shall be entitled to seek Hirers for that space before rehiring the whole or the relevant part of the Venue as defined in these conditions.

Termination by HIC

- 13.12 HIC may give notice to the Hirer terminating the Hire Agreement with immediate effect if:

(a) The Hirer commits a material breach of any terms of the Hire Agreement and (if such breach is remediable) fails to remedy that breach within 14 days (or such lesser period as HIC may specify) of being notified of the breach. (For the avoidance of doubt any breach of clause 14 is a material breach.)

(b) The Hirer is an individual or a firm and a petition is presented for the Hirer's bankruptcy, or the Hirer or any partner in the firm makes any composition or arrangement with, or for the benefit of, creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage the Hirer's affairs; or

(c) The Hirer is a company, if the company passes a resolution for winding up or dissolution (otherwise than for the purposes of, and followed by, an amalgamation, or reconstruction) or an application is made for, or any meeting of, its directors or members resolves to make an application for an administration order in relation to it or any party gives or files notice

CONDITIONS OF HIRE

of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or

(d) If the Hirer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986.

(e) The Hirer ceases to trade or is subject to a change of control.

- 13.13 The termination of the Agreement shall not affect any accrued rights or remedies of any party thereto.

Force Majeure

- 13.14 In the event of the Venue being closed or any presentation of the Event being prevented or interfered with due to a public disaster, riot, epidemic, fire, flood, act of God, war, civil disturbance or any other circumstance beyond HIC's control or if there is any labour dispute of any kind which interferes with the working of the Venue or affects attendees at the Event or the transport facilities available to attendees or on account of any other cause outside the control of HIC, each of the parties to this Agreement shall be released from its obligations to the other insofar as it has been prevented from performing those obligations by the above mentioned occurrences of force majeure.

14. Payment

- 14.1 Payment by the Hirer shall be made in full without any withholding, set-off, counterclaim or deduction except as required by any provision in the Hire Agreement.
- 14.2 Payment shall be made in pounds sterling converted at the official rate of exchange at the date of the payment, or if required by HIC, in euros at the fixed rate of exchange. A decision by the UK to join or not to join the Economic and Monetary Union will not of itself entitle one party to vary or terminate the Hire Agreement.
- 14.3 The dates on which payments are to be made by the Hirer are of the essence of the contract. If the Hirer fails to make payment on the due date HIC may charge interest at the rate of 3% per annum above the base rate of National Westminster Bank plc on the date when payment was due.
- 14.4 If any sum shall be unpaid by the Hirer HIC has the right to take possession of any property of the Hirer at the Venue until payment is made and if payment in full is not made within one calendar month to sell any such property and use the monies obtained to meet such payment (after deduction of expenses).

15. General

Licence to Occupy and Non-Assignment

- 15.1 Nothing in these Conditions shall be construed as conferring upon the Hirer any tenancy, rights of occupation, exclusive possession or use of the Venue other than a personal licence to occupy for the purposes and times described in the Hire Agreement.

- 15.2 The Hirer shall not assign the benefit of the Hire Agreement to any other person or persons or assign or sub-licence any right or benefit under it without prior written agreement of HIC.

Right of Entry

- 15.3 HIC retains the right of entry to the Venue during the Period of Hire to view the premises, the arrangements made for the proper supervision of the Event and for any other reason or purpose which HIC considers to be in its proper interests.

Variation of Hire Agreement

- 15.4 The Hire Agreement can only be varied with the consent of HIC and all variations must be recorded in writing.

Notices

- 15.5 Any notice or communication to be given under these Conditions may be sent by post to the address appearing in the Hire Agreement or such other address as either HIC or the Hirer may from time to time have communicated in writing to the other in accordance with this Condition and if so sent shall be deemed to be received on the day following the date of posting. In proving service it shall be sufficient to show that the notice was properly addressed, stamped and posted by first class ordinary post.

Applicable Law

- 15.6 The Hire Agreement shall be governed by English Law and shall be subject to the exclusive jurisdiction of the English Courts.

INTERPRETATIONS AND DEFINITIONS

“Additional Service Charges” means the charges to be levied in respect of HIC’s provision of services to the Hirer, which are not included in the Hire Charge.

“Basic Staffing Complement” means the staff provided by HIC for an event as set out in the Venue Specification.

“The Council” means the Council of the Borough of Harrogate, Crescent Gardens, Harrogate HG1 2SG.

“Event” includes any kind of conference, exhibition, trade fair, display, corporate event, catering function or other event or entertainment or purpose for which the Venues are to be used by the Hirer.

“Hirer” means the person who has entered into and signed the Hire Agreement and includes the Hirer’s agent and/or any person engaged by the Hirer (whether as employee or independent contractor) or acting under its direction and/or any person claiming by or through the Hirer.

“Hire Agreement” means the agreement entered into between the Council and the Hirer setting out the Period of Hire, the Hire Charge and other details and which incorporates these Conditions of Hire by reference.

“Hire Charge” means the sum ascertainable from the Hire Agreement as the cost of hire of the Venue payable by the Hirer and does not include any Additional Service Charges to be charged as a result of requests for additional services or facilities made to HIC.

“Venue Specification” means the specification which contains a list of all items of equipment, and facilities which are available to the Hirer and the cost of which is included in the Hire Charge.

“Net Booking Office Receipts” means all sums received by HIC from the sale of tickets for admission to the Event less Value Added Tax at the rate prevailing at the date of the Event.

“Period of Hire” means the time during which the Hirer has contractual licence to use a Venue under the Hire Agreement including the period during which the Hirer requires access to make all preparations necessary for the Event, the duration of the Event and the time agreed thereafter for removing all materials, equipment, etc. used for the purposes of the Event.

“Total Booking Office Receipts” means all sums received by the Council from the sale of tickets for admission to the Event.

The **Venues** consist of any one or more of the following:

“The Conference Centre” means the main building at Harrogate International Centre, King’s Road, Harrogate HG1 5LA or any part or parts as shown and described in the Hire Agreement. It does not include the lower (level 4) foyer, the rooms known as Conference Office 2, the Centre Restaurant, cloakroom, interpreters rooms and VIP Suites. For the avoidance of any doubt, exclusive tenancy of the lower foyer (level 4) and the lavatories and conveniences of the Conference Centre are excluded from the agreement unless explicitly stated otherwise in the Hire Agreement.

Royal Hall, means the listed building situated on Ripon Road, or any part or parts as shown and described in the Hire Agreement (and includes all rooms, corridors, lifts, stairways, cloakrooms, lavatories and conveniences). It does not include the control rooms at the rear of the Grand Circle, or any part of the basement area except for the toilets and dressing rooms or Heritage Lounge.

Queen’s Suite means the main room itself and includes all rooms or any part or parts as shown and described in the Hire Agreement. It does not include the means of entrance from the Springfield House lobby, the lower and upper reception foyers, technical control room, kitchen, chair store or any lavatories or conveniences.

Exhibition Halls means Halls A, B, C, D, E, F, M, Q, the King’s Suite and the linkway building or any part or parts as shown in the Hire Agreement and includes all rooms, corridors, lifts and stairways used or to be used by a Hirer or person authorised by it on the occasion of any hiring. It does not include the Springfield House lobby, cloakrooms, lavatories and conveniences.

All plans of the venue as described above are supplied in good faith for the hirers information and convenience. They are not warranted as accurate.

In these Conditions, references to any statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendments to it.



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