

LCST Trading Ltd (LUTON CULTURE)

**STUDIOS, GALLERIES, & OUTDOOR SPACES
FOR EVENTS HIRE ONLY**

(THE FACILITIES)

TERMS & CONDITIONS OF HIRE

VERSION 2

**Dated
27/6/11**

Arts Libraries & Museums
Luton Culture

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1. Copyright

During the hire period the Hirer shall not infringe any copyright and shall indemnify Luton Culture against all sums of money, which Luton Culture may be called on to pay by reason of any such infringement. The Hirer is liable for external fees arising such as, but not limited to, PRS fees for music events.

2. Use of Equipment

- a) Where-ever possible event equipment hire must be supplied by Luton Culture's event division, Watch This Space.
- b) If the Hirer has signified that they require the use of any equipment belonging to or hired in by Luton Culture, they shall ensure that a competent operator be employed for its use.
- c) No electrical equipment can be used unless provided by Luton Culture, or proof of Purchase date or PAT certification is shown before the commencement of the hire.
- d) No additional lights or extensions from existing electrical fittings shall be used, unless provided by or authorised by Luton Culture.
- e) All furniture and equipment should only be used in an appropriate manner, ie one for which it was designed. The Hirer is responsible and therefore liable for any inappropriate use of such items and any subsequent replacement for items damaged by inappropriate use.
- f) An appropriate sound monitoring service will be provided by Luton Culture for all outdoor events to ensure license conditions are adhered to at all times, and noise created by the event doesn't become a nuisance at near-by dwellings.

3. Damage or loss

- a) Under no circumstances will Luton Culture make good or accept responsibility or liability in respect of any damage or theft or loss of any property, goods or articles, brought into or left in the Facilities, either by the Hirer for their use or purposes, or deposited with any employee of Luton Culture, and the Hirer shall indemnify and hold Luton Culture and its employees harmless in respect thereof.
- b) The Hirer hereby agrees to keep Luton Culture indemnified against all damages, actions, proceedings, costs and expenses arising by reason of any injury to any person or party within the Facilities during the hire period.
- c) The Hirer shall be responsible for all damages to the Facilities and to any equipment in the Facilities occurring during the hire period, or while persons are entering or leaving Luton Culture's premises pursuant to the hire, however and by whomever caused.

4. Right of Entry

a) Right of entry to the Facilities is reserved to Luton Culture or any employee or authorised person thereof at any time during hire period.

b) Right of entry for the public is given in accordance with any and all House Policies including the Young People's Policy. Breach of these policies will result in expulsion from the building/site.

c) Luton Culture reserve its right to refuse entry to its sites for any Hirer or member of the public with reasonable justification, such reason includes but is not limited to, inappropriate behaviour, abuse of staff, etc.

5. Period of Use

The hire of the Facilities does not entitle the Hirer to use or enter Luton Culture's premises at any time other than the specific hours for which Facilities are hired, or any other Luton Culture Facility. Should the Hirer require additional time to set up or dismantle equipment, and has not allowed for this within the hours of their booking, they will be charged extra time at **double** the applicable hourly rate, plus staff time if applicable. **Overtime rates for staff will also be passed to the Hirer at the appropriate rate, this is usually double time.**

6. Condition after use

The Hirer will at the expiration of the hire period, leave the Facilities in a reasonable and orderly state, upon failure to do so they hereby authorise Luton Culture to make good any breach of this condition and covenant to indemnify Luton Culture against all costs, charges and expenses in respect thereof, **Eg. such costs, charges and expenses that are incurred will be passed to the Hirer.**

7. Property of the Hirer

The property of the Hirer and the Hirer's agents must be removed at the end of the hire period, or storage fees will be charged until the same is removed. Luton Culture accept no responsibility for any property left in Facilities or on Luton Culture's premises.

8. Charges for Admission

If non-commercial organisations make a charge for admission to the Facilities, other than to cover operating expenses, then a commercial rate will be applied. Box Office can be supplied by Luton Culture see point 16.

9. Event Advertising

- a) The Hirer is responsible for all advertising of the event and associated costs.
- b) The Hirer shall not use fly-posting as a means of advertising any booking, or distribute unauthorised leaflets within the Facilities or Luton Culture's Premises.
- c) Luton Culture cannot guarantee any inclusion in any in-house publication or advertising. Requests for inclusion must be submitted to Luton Culture at the time of booking. Please note there may be charges associated with inclusion in such advertising.
- d) Any fines/costs received by Luton Culture for inappropriate advertising of an event will be passed to the Hirer.

10. Restrictions of use of Premises

The Hirer shall only use the Facilities for the agreed purposes and shall not use any other part of Luton Culture premises unless authorised to do so. The Hirer shall not approach any member of the public or Luton Culture employees within Luton Culture premises to attend or make use of the services offered by the Hirer unless authorised to do so. **All outdoor events must finish by 11pm.**

11. Exits and Passages

Gangways, passages and fire escapes must be kept free from obstructions. Chairs or other obstructions must not be placed in the gangways or in front of the exits or be used to keep fire doors open. Where seating is set out for an event, an appropriate legal limit on spaces between rows and any aisles must be observed.

12. Cancellation

- a. Luton Culture reserves the right to cancel any booking at any time, should they require to use the Facilities in an emergency. In this eventuality, notice of cancellation will be given to the Hirer and any hire charge/deposit will be refunded, but Luton Culture shall not be liable to pay any compensation to any person in respect of the booking.
- b. Cancellation by the Hirer:

Cancellation with 8 weeks notice or more	No Charge
Cancellation with 4-8 weeks notice	50% of the fee
Cancellation with 2 weeks notice or less	Full Charge
- c. Where equipment hire is supplied by Watch This Space and deposit fees paid in good faith, the Hirer will be required to reimburse Luton Culture for any lost deposits upon cancellation of the event.

- d. In the event of the Facilities being temporarily closed, or the hiring being interrupted for any reason whatsoever, Luton Culture shall not be responsible for any loss thereby caused to the Hirer.

13. Variation of Hire Charges, etc

The scale of charges and conditions of hire are subject to variation from time to time. In the event of a revision after the date of application, the Hirer shall pay the revised charges and observe the revised conditions.

14. Refreshments

The Hirer is required to use only the internal caterers or bars for all refreshment requirements. The Hirer may only provide refreshments with prior consent for certain events/reasons. Where permission is given for a Hirer to supply their own catering a corkage charge will be made. The availability of outdoor sites for use by concessions stands must be approved in writing by Luton Culture in advance of the booking. Any external catering/bar brought into the Facilities without prior notice will be confiscated. Where catering and/or bars are provided a minimum usage allowance may be enforced, any unused stock may be chargeable to the Hirer.

15. Refusal of Applications

Luton Culture reserves the right to refuse applications for the hire of its Facilities. Luton Culture will refuse all events where a Temporary Event Notice is required. Should any event not be covered within the license restrictions of a Luton Culture Premises License, it is at the discretion of the License Holder, and the responsibility of the License Holder to apply for the Temporary Event Notice. Luton Culture reserves the right to insist on a minimum security provision, based upon risk assessment for each event as appropriate, the cost of which will be passed onto the hirer.

16. Ticket Sales

- a) The Hirer is permitted to sell their own tickets for their event, however box office splits must be sold via the Facilities box office system.
- b) Where The Hirer runs their own box office, the Hirer is requested to include a concessionary rate of ticket for Luton Culture staff. If the Hirer wishes to opt out of this concession, they should do so in writing at the time of booking.
- c) All tickets sold via the Facilities box office system is subject to VAT at the current rate and a 10% administrative fee.

17. Emergency Evacuation Plan

It is the responsibility of the Hirer to familiarise themselves with the emergency evacuation plan, exit route and fire alarm points. The Hirer (or their representative) is responsible for the safe evacuation of all those in the Facilities and must ensure

compliance with the plan. Hirers are expected to follow the instructions of Luton Culture staff, at all times.

18. Insurance

The Hirer shall ensure that they have comprehensive and appropriate insurance cover in place for the purposes of the hiring and shall produce evidence of this to Luton Culture on request. In the case of Luton Culture Venues the cover must not be less than £5 million.

An appropriate event insurance should be in place for all outdoor events.

19. Hirer's Declaration to return to venue

I have read and accepted the terms and conditions in the document:

LCST Trading Ltd (Luton Culture)

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TERMS & CONDITIONS OF HIRE

VERSION 1 (Dated 22.12.10)

BETWEEN *(please complete)	AND LUTON CULTURE
NAME*	VENUES BUSINESS DEVELOPER Vikki Richman
SIGNATURE*	SIGNATURE
GROUP*	DATE
POSITION*	
DATE*	

Please Sign and Return this page to the Venues Team:

Venues Team
Luton Culture
Luton Central Library
St George's Square
Luton LU1 2NG

Fax: 01582 547461
Email: Venues@LutonCulture.com