

## STANDARD CONTRACT For the External Hire of Facilities at London Metropolitan University

Conference and Commercial Hire Office, Campus Services
London Metropolitan University, 166-220 Holloway Road, London, N7 8DB
Tel: 020 7133 2645 | E: conference@londonmet.ac.uk

Booking Ref:

This agreement made on
BETWEEN London Metropolitan University
Known hereafter as 'The University'
AND

NAME

Name on behalf of Company

Address
Email

Known hereafter as 'The Client'

**Witnesses** that The Client agrees to hire the room(s) or facilities and services at the London Metropolitan University as set out in the Schedule of Special Conditions in this document, to stage The Event defined in the same schedule, and that The University agrees to the hiring, in accordance with the Schedule of Special Conditions and subject to the general conditions also set out below, so far as they are not varied by or inconsistent with such special conditions.

## GENERAL CONDITIONS

- 1. The University, or its authorised agent, shall at all times retain ultimate control of The Event and the manner in which it is run, including, but not limited to, reserving the right of admission, event start and finish times.
- Fees are payable to The University by The Client for the hire of facilities and relating to all other aspects of The Event in strict accordance with the *Payment Schedule* as laid out in this agreement (schedule of special conditions #7).
- 3. Cancellation by The Client of bookings that have been confirmed by signature of this agreement must be made in writing. Any deposit paid by the Hirer will not be refunded. For cancellations received 60 days or more before The Event no cancellation charge shall be imposed. If cancellation is received between 60 and 30 days before The Event, 50% of the Venue Hire fee will be charged. Where cancellation is received less than 30 days before The Event 100% of the hire fee will be charged. Any cancelled catering, or other additional services set out in this agreement will be charged for where cancellation is received within 5 days of the event or where the University has already incurred costs to which it is in turn contractually committed
- 4. The dates in the Payment Schedule assume payment by The Client in cash or cleared funds. Where payment is by cheque, 10 working days should be allowed in advance of the scheduled dates. Payment may be made by cheque, cash or with credit / debit card by arrangement. Cheques are payable to London Metropolitan University.

- 5. All promotional material and any sponsorship for the event produced by or on behalf of The Client is subject to the approval of the management. The Client shall not present the Event in any advertising or promotional materials in any medium as a London Metropolitan University event.
- 6. Any unlawful advertising is prohibited and a breach of this will cause the contract to be terminated, with no refund of The Client's losses.
- 7. Any loss or damage to equipment, property, fixtures and fittings within the University caused by The Client, their agents, staff, delegates, contractors or guests for whatever reason, shall be the sole responsibility of The Client and the University will charge The Client accordingly for repairs or replacement.
- 8. No behaviour breaching The University's equal opportunities policy will be tolerated on The University's premises. Should any of The Clients delegates, staff, contractors, guests or other agents be found to be behaving poorly or engaging in activities unacceptable to The University, The University reserves the right to terminate The Client's event or require the departure from the event of specific individuals. Should this occur, no monies will be refunded to The Client. The University or its agent's decision is final.
- 9. Any proposed dressing of rooms or facilities must be approved by The University and all banners and decorations must be flame retardant. The Client must supply certificates to prove this. Such installations or decorations should in no way obscure or obstruct any fire exits or staircases or walkways. The management reserves the right to require the removal of such items.
- 10. The Client undertakes not to oversell or book the event beyond the stated capacity.
- 11. The University undertakes to provide such staff as it deems necessary for the safe running of the event.
- 12. The Client undertakes to provide a complete list of guests/delegates prior to the start of the event if requested. Additions to this list cannot be made once the event has commenced without The University's consent.
- 13. The University will only allow The Client to use their own electrical equipment where it has been PAT tested (Portable Appliance Test) by the user. It will be the responsibility of The Client to obtain adequate insurance to cover the use of any electrical appliances brought in to the building which must be shown to The University upon request.
- 14. The University reserves the right to cancel or relocate The Event to another part of the University, for any reason and at any time. In the event of such cancellation or relocation, The University shall not be held liable to The Client for any damages or loss sustained as a result or arising out of the cancellation or relocation of The Event but in the event of cancellation other than for reasons beyond The University's reasonable control, The University shall repay to The Client all sums paid by The Client on account of the hire.
- 15. The University's written approval must be sought 72 hours in advance of the event for any proposed filming of the event and The University reserves the right to refuse any such requests.
- 16. The University and the events which take place on its premises, are subject to many statutory controls, in particular, but not limited to, those relating to: food health and hygiene, fire protection, liquor and entertainment licensing. The Client and The Client's employees, guests, customers, delegates and invitees must comply with reasonable requests, directions and instructions of University personnel in relation to any such matters. If, in relation to the Event, The Client wishes to have, provide or install: any outside entertainment or services; any external food or beverage provision or any outside equipment including without limitation, electrical equipment and display stands, The Client must discuss this with The University no less than 2 weeks prior to the Event. The University reserves the right to refuse permission for any of the items specified above.
- 17. The Client undertakes to ensure that all University I.T equipment in use by the Client's delegate's, staff, guests and representatives shall be used only for the specific and agreed purposes of the event, and that no illegal, inappropriate or prohibited usage shall take place. The Client indemnifies the University against any claims or prosecution against it for breach of copyright or other legislation resulting from illegal, inappropriate or prohibited use of the equipment during the course of the event.
- 18. The University reserves the right to refuse a booking and may immediately terminate the Client's event if the University believes that the event would be contrary to the University's Freedom of Speech Code of Practice. The University may also impose conditions on the event to ensure the safety of persons and property and the maintenance of order.

Any breach of the above will render this agreement void by The University leading to the cancellation of the event and loss of any monies paid. This contract is governed by the law of England and Wales.

## SCHEDULE OF SPECIAL CONDITIONS **FACILITIES / ROOMS HIRED:** 1. Date of Event: 2. Name and nature of event 3. Event start time: 4. Event end time: 5. Access to venue from 6. Venue to be cleared by: 7. Payment Schedule: Venue Hire fee £ £ Catering £ **Net Total:** VAT if applicable **TOTAL** £ Payment within 30 days of invoice 8. Venue capacity = THIS AGREEMENT WILL ONLY BE VALIDATED AND THE BOOKING CONFIRMED UPON RECEIPT OF SIGNED CONTRACTS AND PAYMENT OF ANY DEPOSIT SET OUT ABOVE. **AS WITNESSED BY:** Duly authorised for and on behalf of **THE CLIENT**: SIGNATURE: DATE: **Print Name:** Title / Position: Duly authorised for and on behalf of **THE UNIVERSITY**: SIGNATURE: DATE:

## **Commercial Events Coordinator**

Conference and Commercial Hire LONDON METROPOLITAN UNIVERSITY | 166-220 HOLLOWAY RD | LONDON | N7 8DB