

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

Conferencing and Commercial Hire Office, Campus Services
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Interpretation

In the Standard Contract for the external hire of facilities, the following words shall have the following meanings:

‘**The University**’ shall mean London Metropolitan University

‘**The Client**’ shall mean the organisation, company, person or persons hiring facilities and or services within London Metropolitan University’s premises.

GENERAL CONDITIONS

1. All bookings and arrangements for hire of facilities within The University remain provisional until confirmed with a signed hire contract setting out the full terms and conditions. Written quotations are valid for 30 days and are subject to change as fuller details of The Event become known. Where The University agrees to provisionally hold dates these will be held for a period of 30 days, if the booking is not confirmed by The Client within this period The University may release the dates.
2. Fees are payable to The University by The Client for the hire facilities and fees relating to all other aspects of The Event in strict accordance with the *Payment Schedule* as agreed upon signing this contract.
3. Cancellation by The Client of bookings that have been confirmed by signature of the hire contract must be made in writing. Any deposit paid by The Client 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 the hire contract 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 University. The Client shall not present The Event in any advertising or promotional materials in any medium as a London Metropolitan University event. Promotional material and any literature associated with The Event must name The University simply as a means of identifying the location where The Event is held.
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, 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. 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.
10. 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 University reserves the right to require the removal of such items.
11. The Client undertakes not to oversell or over-book the event beyond the stated capacity.
12. The University undertakes to provide such staff as it deems necessary for the safe running of the event.
13. The Client undertakes to provide a complete list of guests/delegates and staff prior to the start of The Event. Additions to this list cannot be made once the event has commenced without The University's consent.
14. The University will only allow The Client to use their own electrical equipment where it has been PAT tested (Portable Appliance Testing) 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.
15. The University reserves the right to cancel or relocate The Event to another part of The University, for any reason 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.
16. 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 reserve the right to refuse any such requests.
17. The University and the events, which take place within it, are subject to many statutory controls, in particular, but without limitation, those relating to food and 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 use 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.
18. 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.

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