

## **Leicester Community Sports Arena Terms and Conditions of hire:**

### **1 Booking**

1.1 A booking shall only be confirmed once the Hire Agreement has been signed by both Parties and a deposit is received by the Arena.

1.1.1 Pursuant to clause 1.1 where the period of Hire is less than seven (7) days from the date of this Hire Agreement a booking shall only be confirmed once the Hire agreement has been signed by both parties and full payment of the Hire Charges is received by the Arena.

1.2 The Hirer should state all of its requirements on the Hire Agreement as accurately as possible including dates and times for which facilities are required. The Arena makes no guarantees as to the availability of facilities until booking is confirmed.

1.3 Bookings made on behalf of a third party must be declared at the time of booking.

1.4 The Hire and all details thereof should be finalised at least fourteen (14) days prior to the commencement of the Hire Period. The Hirer may not be entitled to any reduction or reimbursement of the Hire Charges where they have failed to give the Arena notice of any changes. Any cancellation charges levied will be pursuant to the provisions within clause 4.

1.5 The Arena reserves the right to refuse any application for the hiring of the Premises without being required to give any reason for such refusal.

1.6 The Arena must be allocated 5 (VIP where possible) tickets for all events for the main Arena sponsor Morningside Pharmaceuticals.

### **2 Hire Charge**

2.1 The Hire Charge will be agreed between the Hirer and the Authority at the time of booking.

2.2 The Hire Charge will include hire of the Premises for the hire period and all additional charges and costs associated with the Hire Agreement.

### **3 Payment**

3.1 The Arena will require the Hirer to pay a non-refundable 20% deposit which will be payable at the time of booking.

3.2 The Arena at its discretion may require the Hirer to provide a security deposit in addition to the Hire Charge. The level of the security deposit required for the period of Hire will be agreed between the parties at the time of booking.

3.2 The balance of the Hire Charge will be due a minimum of 14 days before the commencement of the hire period.

3.2.1 If the booking is made within 14 days of the commencement of the hire period the full amount is payable immediately unless agreed otherwise with the venue.

3.2.2 Where payment for the Hire Charge is tendered by means of a cheque the Hirer must ensure that cleared funds are available at least 14 days before the commencement of the hire period.

3.3 The Arena reserves the right to implement a reasonable increase to the Hire Charge. The Arena will give the Hirer reasonable notice of any increase to the Hire Charge.

3.4 The Arena reserves the right to charge interest at 4% per month on overdue payments.

3.5 The Arena will act as a ticketing agent, all monies owed for the booking will be deducted from the ticketing income prior to the remaining gross income being returned to the promoter [where the promoter will be responsible for the VAT].

#### **4 Non Use and Cancellation**

4.1 The Hirer must give notice of cancellation of the booking in whole or in part to the Arena at least ninety (90) days prior to the commencement of the Hire Period.

4.2 Where the Hirer gives notices of cancellation of the booking in whole or in part:

- (i) 84-90 days prior to commencement of the hire period, a 10% cancellation charge may be levied at the discretion of the Arena
- (ii) 42-84 days prior to commencement of the hire period a 25% cancellation charge may be levied at the discretion of the Arena.
- (iii) 15-41 days prior to commencement of the hire period a 50% cancellation charge may be levied at the discretion of the Arena.
- (iv) 0-14 days prior to commencement of hire a 100% cancellation charge will be levied.

4.3 Where a Hirer fails to attend the Premises in line with the provisions of their booking a 100% cancellation charge will be levied by the Arena.

4.4 The Hirer must pay the cancellation charge in full within 14 days of the charge being levied.

#### **5. Arena Cancellation**

5.1 The Arena reserves the right to cancel or alter a booking where:

- (a) due to circumstances beyond the reasonable control of the Arena the Premises are not available for use;
- (b) in the reasonable opinion of the Arena the Premises are unfit for use and/or it is necessary to perform or complete essential remedial or refurbishment;
- (c) the Hirer is in breach of the Contract.

5.2 Where the Arena has cancelled a booking pursuant to the clause 5.1 the Arena will return to the Hirer any payments made in respect of the Hire Charge.

5.3 The Arena will not be liable for any other expenditure incurred or loss sustained directly or indirectly by the Hirer arising from the Arena's cancellation.

#### **6 Use of Premises**

6.1 The Hirer, its staff, officials, participants, agents and visitors must only use the facilities for the purposes, as specified in this Hire Agreement.

6.2 The Hirer must not permit the numbers of persons specified on the Hire Agreement to be increased without the prior written consent from the Arena.

6.3 The Hirer must make good at its own cost any damage (save for fair wear and tear) caused during or in respect of the hire period.

6.4 The Hirer and its contractors, staff, officials, participants, agents and visitors must not use the facilities or act in any way which will cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to any adjoining or neighbouring property or to the owners, occupiers or user of such adjoining or neighbourhood property.

6.5 In the event of damage to the Premises and/or to any item hired as specified in Schedule 1 through neglect or misuse the Arena will charge for repairs/replacement at retail price plus 10%.

6.6 The Hirer will observe, adhere to and ensure that its contractors, staff, agents and visitors observe and adhere to all regulations, codes of practice and instructions issued by the Arena.

6.7 The Hirer shall not make or broadcast music at the Premises nor grant any broadcast (sound or television) or filming rights without the prior written consent of The Arena. Subject to the prior written consent of the Arena, the Hirer may bring into and use inside the Premises cameras and other recording equipment whether visual or audio for private (but not commercial) purposes and the Arena reserves the right to withdraw such consent without notice where it believes that there is, or about to be, nuisance, annoyance or inappropriate recording and or photography occurring.

6.8 The Hirer agrees that it will not without the prior permission of the Arena publish or broadcast any material, including but not limited to any publication, promotional material, display, literature or advertisement, through any medium, including but not limited to the internet, relating to the Premises of whatever nature which may have a detrimental effect on the reputation of the Arena.

6.9 The Hirer shall not be permitted to remove or obscure Arena notices or placards displayed on the Premises without prior written consent.

6.10 The Hirer shall not interfere with or make any alteration to the layout or arrangement of the Premises without prior written consent.

6.11 The property of the Hirer and the Hirer's agents must be removed within a period of time to be agreed in writing with the Arena and must be left in a clean and tidy condition.

6.11.1 The Arena may at its discretion levy a fee where the Hirer continues to use the Premises beyond the hire period without prior agreement.

6.12 The Hirer shall be responsible for ensuring that its staff, officials, participants, agents and visitors are suitably experienced and where necessary qualified to use the facilities at the Premises and shall where requested by the Premises Manager provide evidence of such experience and or qualifications

6.13 The Hirer is responsible for the supervision and control of the staff, officials, participants, agents and visitors.

6.14 The Hirer shall be permitted to bring in equipment to the Premises for use in conjunction with the purpose of this Hire Agreement subject to the prior consent of the Premises Manager. The Hirer shall be solely responsible for ensuring that any such equipment brought to the Premises is in good working order, is for purpose and meets any safety standards applicable to such equipment.

6.15 The Hirer shall not bring, place or erect any sign, furniture, fitting or structure or fix any additional decorative lights or features in or on any part of the Premises without prior written consent.

6.16 The Hirer shall ensure that the Premises or any part thereof shall not be used for any illegal or immoral purpose.

6.17 Unless otherwise agreed the Hirer shall not bring into the Premises any article of an inflammable or explosive character or that produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus.

6.17.1 The Hirer must ensure that any such article brought into the Premises pursuant to clause 6.15 is safe to use and complies with all relevant safety standards.

6.18 The Hirer shall not hold, or permit to be held any sweepstakes, raffle or other lottery at the Premises during the Hire Period other than one which is permitted by law and agreed in writing by the Arena.

6.19 Smoking is not permitted in the Premises. Smoking may be permitted in the surrounding grounds by advance agreement with the Arena.

## **7 Liability and Indemnities**

7.1 The Arena accepts no liability whatsoever for any loss or damage (including loss or damage sustained to any materials, equipment or personal possessions of the Hirer, its contractors, staff, officials, participants, agents or visitors) unless such loss or damage is due to the negligence of the Arena.

7.2 The Hirer will be liable to the Arena for any damage and/or loss sustained by the Arena or any third party as a result of any act or omission of the Hirer, its contractors, staff, officials, participants, agents or visitors including as a result of any breach of this contract.

7.3 The Arena will not be liable for any losses that were not reasonably foreseeable at the time that it entered into this Hire Agreement.

7.4 Unless agreed between the Parties the Arena's total liability to the Hirer shall not exceed 150% of the Booking Fee.

7.5 Nothing in this Hire Agreement excludes the Arena's liability for death or personal injury caused.

7.6 Nothing in this Hire Agreement affects the Hirer's statutory rights.

7.7 The Hirer shall indemnify and keep indemnified the Arena in respect of all claims, costs and expenses arising under or in relation to this Hire Agreement:

- a. in respect of any loss of or damage to any facilities, property or premises or the death of or injury to any person(s) during the hire period arising out of any act or default of the hirer, its contractors, staff, officials, participants, agents or visitors; and
- b. as a consequence of the breach of any of the provisions of this Hire Agreement by the Hirer or any negligence, act or omission of the Hirer, its contractors, staff, officials, participants, agents or visitors.

## **8. Insurance**

8.1 The Hirer must effect, prior to commencement of the hire period, Public Liability Insurance and Third Party Insurance.

8.2 The Hirer's insurance policy shall be to a minimum cover of ten million pounds sterling (£10m), unless the Arena at its discretion accepts cover to a minimum of five million pounds sterling (£5m) where such cover is deemed by the Arena to adequately cover the risks associated with the Hire Agreement.

8.3 The Hirer must provide to the Arena prior to commencement of the hire period a copy of the Hirer's insurance certificate.

8.4 Failure to provide proof of insurance cover as required under clause 8.3 prior to the date of commencement of the hire period will lead to cancellation of the Hire Agreement.

8.5 The Hirer shall ensure that any contractors or agents are insured under the same insurance standard and requirements as outlined in clause 8.2.

8.6 The Hirer must not do or omit anything that could cause any insurance policy on or in relation to the Premises to become wholly or partly void or voidable, or do or omit anything by which additional insurance premiums may become payable.

## **9. Applicable Laws and Regulations**

9.1. The Hirer warrants that it shall comply at all times with any and all relevant legislation, regulations and codes of conduct governing the operation of the Premises, the facilities and any equipment whether brought onto the Premises by the Hirer or hired from the Arena, including, without limitation, the Health and Safety at Work Act 1974 as amended. For the avoidance of doubt, it is the Hirer's responsibility to carry out all risk assessments required in respect of the purpose of this Hire Agreement. The Arena reserves the right to cease the operation of the Event if they believe a breach of these requirements has or might occur.

9.2. The Hirer must observe and comply with all applicable statutes, licences, by-laws and regulations relating to the use of the Premises by the Hirer under this Hire Agreement.

9.3 Where applicable, the Hirer must comply with all guidance, codes of conduct, rules and regulations from time to time published by bodies with regulatory and or sanctioning functions relating to the purpose of this Hire Agreement including but not limited sporting governing bodies.

## **10. Permissions, Licences and Notices**

10.1. The Hirer must obtain all permissions, licences and consents from all appropriate persons or organisations or authorities and serve or display all notices that may be required to facilitate the Hire Agreement at the Premises.

10.2. Nothing shall be done by the Hirer that shall or may contravene the terms and conditions of any licence, permit and/or licences or consent issued in respect of the Premises.

## **11. Emergency Services**

11.1 Where appropriate the Hirer shall inform the police, fire and ambulance services of the Hire Agreement. The Hirer shall undertake to comply with any instructions given by the Arena or by the police, fire or other statutory authorities, with whom the Hirer shall liaise as necessary.

## **12. Accidents and First Aid**

12.1. The Hirer shall provide adequate first aid cover.

12.2. The Hirer shall immediately report all accidents, including minor incidents, to the Arena. The Hirer shall not attempt to administer first aid unless they are sufficiently qualified. The Arena will not be liable for the actions of qualified or unqualified first aid providers, unless they are Arena employees.

## **13. Events Beyond our Reasonable Control**

13.1 The Arena shall not be in breach of these terms, nor liable for any failure to perform any of the Arena's obligations within this Hire Agreement due to any adverse event, act, omission or accident which happens which is beyond the Arena's reasonable control including, but not limited to, flood, earthquake, extreme adverse weather conditions, natural disasters, other acts of God, acts of terrorism, interruption or fire (except by way of our default) or failure of (except by way of our default) electric power, gas, water, or other utility service, plant machinery, computers, vehicles or any collapse of building structures.

## **14 Assignment**

14.1 This Hire Agreement is personal to the Hirer who shall not be entitled to assign, sub-contract or otherwise transfer its obligations under this Hire Agreement to anyone else.

14.2 Any person who is not a party to this Hire Agreement has no right to enforce any of its terms.

**15 Variation**

15.1 Any changes to this Hire Agreement (once confirmed in writing between the parties) must be made in writing and signed by both parties.

**16 Severability**

16.1 If any provision of this Hire Agreement is deemed unenforceable by any competent body this shall not affect the remainder of the Hire Agreement.

**17 Governing Law**

17.1 This Hire Agreement shall be governed by the laws of England and Wales. Both parties agree to submit to the nonexclusive jurisdiction of the English courts

**18. VAT Liability Via Ticket Agency**

18.1 the VAT liability of ticket sales is your responsibility as the event organiser;

18.2 as such, you are responsible for determining the correct VAT liability of your supplies (i.e., tickets), and to remit any charged VAT to the relevant tax authority;

18.3 Leicester Arena is neither responsible for the accuracy of any VAT tool provided nor able to advise organisers as to their own VAT position;

18.4 Leicester Arena does not deduct or withhold any amount with respect of VAT on the ticket sales, but only charges VAT on the Eventbrite Service Fee.

**I agree to these conditions and I accept personal responsibility for this hiring.**

Signed by

Position

Date:

Signed by

Position

Date:

On behalf of:

**Leicester Community Sports Arena**