



Terms and conditions for venue hire at Design West

The Event Hire Agreement, these Standard Conditions of Hire and any Appendices and documents referred to there in together constitute the entire contract (“Agreement”) between the Hirer and the Company.

1. Application for Hire

- 1.1. Applications will not be accepted from persons acting on behalf of a third party unless this is declared at the time of the application.
- 1.2. The Hirer must honestly declare and fully represent at the outset the purpose for hiring the space. Any actual or apparent misrepresentation may result in cancellation of the Event by the Company without further liability whatsoever to the Hirer.
- 1.3. The Company reserves the right to refuse any application for Hire where (in its sole opinion) it deems the Hirer’s purpose for hiring unsuitable or inappropriate for the Company.

2. Hirer’s Use of Event Space

- 2.1. The Hirer shall be responsible for ensuring the Company is fully aware of the nature and details of the Hirer’s proposed use and purpose for hiring the space and shall not use the Event Space for any purpose or activity other than the purpose or activity made known to the Company at the time of booking hire in accordance with the agreed Event Hire Agreement.
- 2.2. If the Event Space is used for any other purpose other than that stated in the Agreement the Company hereby reserves the right to terminate the Agreement with immediate effect, without liability to the Hirer and without prejudice to the Company’s other rights contained in these Standard Conditions of Hire.
- 2.3. In any event the Hirer shall not use the Event Space or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral or which may become a nuisance to the Company or any other occupiers of any areas of the Venue or the owner or occupier of any neighbouring property.
- 2.4. The Hirer, its officers, servants, agents and guests must only use those parts of the Event Space, which are specified for use in the Agreement including only those means of access and egress as are sign posted and/or notified to the Hirer at the commencement of the Hire Period.
- 2.5. The Hirer, its servants, agents and visitors are not permitted access to any back of house areas in the Design West Venue or any spaces not listed in the ‘Areas to be used’ section of the Agreement at any time during the Event (including during set up and dismantling of the Event) unless access to such areas by the Hirer has been confirmed in writing in the Event Hire Agreement by the Company.
- 2.6. The Hirer shall notify the Company of the required layout of the Event Space (including but not limited to the position of furniture and equipment) at least four weeks prior to the Event Date.
- 2.7. The Hirer shall not make any alterations, attachments or additions (‘Alterations’) to the layout or appearance of the Event Space or move/remove the Company’s property without the prior consent of the Company.
- 2.8. The Hirer shall not install any signage or information on the walls or doors of the Venue unless agreed in advance with the Company.
- 2.9. The Hirer shall be responsible for providing sufficient staff (“Personnel”) to ensure the efficient planning, co-ordinating and management of the Event preparations and the Event itself to ensure the smooth safe running of the Event (including personnel to install and remove all equipment and furniture (other than that supplied by the Company or Approved Suppliers).
- 2.10. The Hirer must comply with all requests and instructions issued by the Company’s Events Manager with respect to the precise type of entertainment to be provided during the Event. Any specified maximum volume or sound level for music or other entertainment must be strictly adhered to.
- 2.11. The times stated in the Hire Period on the Event Hire Agreement must be strictly adhered to. The Hirer, its officers, servants, agents and guests must have left the Events Space by the agreed time.

Failing to adhere to the stipulated closure times may result in additional costs which shall be payable by the Hirer at the Company's standard rate.

2.12. The Hirer must ensure that the number of guests at the Event do not exceed the total number of guests stated in the Event Hire Agreement. The Hirer's Personnel must be included in the guest head count. If the guest numbers exceed the total number of guests stated to such a degree that the Company (at its sole discretion) regards the Event/Event Space unsafe, guests may be refused entry or another space may be opened at additional cost to the Hirer.

2.13. The Hirer shall not permit the filming or recording of the Venue or Event or any actions throughout the Hire Period for subsequent public performance or transmission without the written consent of the Company.

2.14. Regrettably the Company is unable to permit the Hirer to use any Company office facilities (including but not limited to stationery, photocopiers, printers and telephones). Company staff will be instructed to deny the Hirer access to offices and office equipment/machinery.

2.15. The Hirer shall report any loss, theft, damages or breakages (including but not limited to damage to the Venue's fabric) to the Company's Events Manager immediately upon discovery. The Hirer must make good any damage suffered during the Hire Period (fair wear and tear excepted).

2.16. At the end of the Hire Period the Hirer must remove all the Hirer's equipment, furniture, personal possessions and anything brought and placed therein by the Hirer and/or its guests. If the Hirer fails to do this the Company shall be entitled to remove the same and shall be at liberty to make an additional charge to the Hirer for so doing.

3. Deposit, Hire Fee, Other Charges and Payment Terms

3.1. The Hire Fee shall be the sum stated at point of booking.

3.2. A 100% non-refundable Hire Fee is paid to secure the booking in advance.

3.3 Cancellation charges apply if the Hirer cancels the Event Hire booking. Please refer to clause 8.

3.4. The Hirer is responsible for all other charges stated at point of booking together with any other additional charges that may subsequently become chargeable to the Hirer under the provisions of the Event Hire Agreement.

3.5. All charges payable by the Hirer are exclusive of VAT and the Hirer shall additionally pay a sum equal to the prevailing Value Added Tax rate chargeable on the value of the supply of goods and services provided by the Company in accordance with the Event Hire Agreement.

4. Hirer's Suppliers and Deliveries

4.1. The Hirer is required to use our in-house caterer The Architect, unless otherwise agreed from our list of Approved Suppliers.

4.2. The Company will not accept any liability whatsoever for the performance of goods/services provided by an Approved Supplier and provides no warranty or guarantee of any nature in relation to the Approved Supplier. Any complaints concerning the goods or services provided by any Approved Supplier must be taken up directly by the Hirer with the Approved Supplier. (Any contract between the Company and the Hirer is strictly limited to the hire of the Event Space).

4.3. The Hirer must ensure he/she is satisfied with the terms and conditions of appointment from the Approved Supplier before confirming their appointment to provide any goods or services to the Hirer.

4.4. The Hirer can request for a reasonable amount of items to be delivered to the Design West Venue on the day of the Event. These items can then be returned to their storage point after the event, for collection the following morning. The Hirer is responsible for any items delivered to the Venue before the Event or left at the Venue for collection the following day. The Company shall not accept any liability or responsibility for such items. All deliveries and collections must be pre-arranged with the Company's Event Manager.

4.5. The Hirer shall be responsible for moving the items from the storage point to the Event space.

4.6. Due to the Venue location, there are restrictions on parking. If you require car parking, check the current local parking options prior to confirming your booking.

5. Event Advertising and Publicity

5.1. The Hirer must declare in full, the range of people to who tickets will be given or sold, and if tickets are to be sold, the specific means by which this is to be done. Under no circumstances may the Event or ticket sales be advertised to the general public in national or local circulation papers or

magazines or in posters or handbills, without the prior written approval of the Company Events Manager.

5.2. The Hirer shall obtain the prior approval of the Company to any publicity material proposed to be issued in relation to the Hirer's use of the Event Space.

6. Event Promotion and Invitations

The Hirer shall provide the Company with copies of the invitation prior to the Event Date. A proof of the invitation must be approved by the Company's Event Manager before being sent to print.

7. Health, Safety and Security

7.1. While the Event is in progress, the Hirer shall take instructions/directions from any member of the Venue staff concerning health, safety and security matters. The Company's Venue Manager on duty will assume full control and responsibility for procedures, including, where appropriate, evacuation procedures if their perception is that any security matter (including but not limited to bomb, fire or the behaviour of Event attendees) warrants such control and implementation of procedure.

7.2. The Venue is designated as a 'no smoking' area and the Hirer shall use all reasonable endeavours to enforce this policy during the Hire Period.

7.3. The Hirer shall not bring any petrol, petroleum (or similar spirit), illicit or illegal substances on or into the Venue. This shall be a condition of access to the Venue.

7.4. The Hirer shall be responsible for maintaining the proper order and conduct of all guests attending the Event and shall ensure such persons comply with any instructions they may receive from any Company official, and generally behave in an appropriate manner. The Venue reserves the right to remove any person attending the Event from the premises if they are not behaving in an acceptable manner and/or are not complying with the Venue's terms and conditions of access.

7.5. All parts of the Venue and Event Space in use during the Event will be secured by the Company's staff team.

7.6. The Hirer should not employ extra security staff without the prior permission of the Company. Events which are highly likely to attract the presence of political or activist organisations or involve guests of significant political or public interest will require additional security and this should be advised to the Company at the time of booking. Events involving invitations to Royalty, senior Members of Parliament, celebrities or anyone else who may require additional security because of public or press interest must also be advised to the Company at the time of booking. Failing to notify the Company at the time of booking may incur higher than normal security and policing costs. In any circumstance, where the Company deems additional security/policing necessary the Hirer shall be responsible for the settlement of any consequential costs and expenses.

7.7. The Company reserves to itself, its staff and its authorised persons (including but not limited to police and fire officers) at all times and without liability to the Hirer the right to suspend or control in such manner and to such extent as the Company may consider necessary, any situation, action, person or event occurring during the Event, which is in breach on the part of the Hirer of the terms of this Agreement or which may constitute a danger to public safety (including the safety of the persons present at the Event) or which may cause a breach of the peace or which may be considered to be harmful, undesirable or offensive.

8. Cancellation of Booking

8.1. The Company reserves the right to cancel any booking (without any liability to the Hirer) if:

8.1.1. The Hirer has failed to honestly disclose the purpose of the Event;

8.1.2. the Company in its sole discretion deems the real proposed purpose inappropriate or in conflict with its charitable objectives;

8.1.3. The Hirer fails to supply any reasonably requested information regarding the Event's arrangements (including (where requested) evidence of appropriate insurances) within a reasonable time following request;

8.1.4. A Force Majeure Event arises;

8.1.5. If the Hirer cancels the booking after payment has been processed, no refund will be payable.

9. Insurance and Indemnity

9.1. The Hirer shall indemnify and keep indemnified the Company and Venue from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Company and/or Venue resulting from a breach of this Agreement by the Hirer including any act, neglect or default of the Hirer its officers, servants, agents or guests and breaches in respect of any matter arising from the Event resulting in any successful claim by any third party.

9.2. The Hirer shall effect and maintain throughout the Hire Period with one or more reputable insurers, such policy or policies of insurance as are adequate to cover its prospective liabilities in connection with this Agreement.

9.3. The Hirer shall at the request of the Company provide evidence that valid and suitable insurance policies are in place. Failing to comply with this clause 9 shall amount to a fundamental breach of this Agreement.

9.4. The Company shall indemnify the Hirer against claims for death and personal injury arising pursuant to performance of this Agreement, arising from the negligence of the Company.

9.5. The Hirer shall not do or permit or suffer to be done anything which might wholly or partly invalidate any insurance maintained by the Company and Venue in respect of the Company or Venue or which might increase the insurance premium for the Company or Venue. If the Hirer's proposed use shall increase any insurance premium payable then the Hirer shall reimburse the Company or Venue that additional sum and if the Company's or Venue's insurers impose any special terms, the Hirer shall be responsible for any costs relating to any increased risk management, health and safety issues and for any difference in the excess payable.

9.6. The Hirer shall indemnify and keep indemnified the Company and Venue from and against all claims, proceedings, actions, damages, legal costs (including but not limited to legal costs and disbursements on a solicitor and client basis), expenses and any other liabilities arising from or incurred by the use of the Hirer, pursuant to performance of this Agreement, of any material which involves any infringement or alleged infringement of the intellectual property rights of any third party.

10. Limitation of Liability

10.1. Neither the Company nor the Venue shall accept any liability (whatsoever or howsoever caused) for the loss of or damage to any property or items placed or left in any part of the Venue premises by the Hirer or any person attending the Event, or any damage to the fabric of the Venue premises during the Hire Period unless the loss or damage is caused by or arises out of the negligence of the Company and or Venue, its servants or agents.

10.2. In the event of the Event Space or any part thereof being rendered unfit for use for which it has been hired due to circumstances beyond the Company's reasonable control the Company shall not be liable to the Hirer for any resulting loss or damage whatsoever.

10.3. Neither the Company nor the Venue shall be liable to the Hirer for consequential loss or damage, loss of revenue, loss of opportunity, loss of contract or loss of goodwill.

11. No Assignment or Sub-Letting

The Hirer shall not assign or sublet in whole or in part any of its benefits or burdens under this Agreement.

12. Variations

No variation to this Agreement or any of its terms shall be effective unless it is made in writing and signed by or on behalf of each party.

13. Delays

Any failure, delay, relaxation or concession by the Company in the exercise of any right or remedy hereunder shall not be construed as a waiver or relinquishment of that right or remedy. A waiver of any right or remedy arising from a breach of this Agreement shall not constitute a waiver of any right or remedy arising from any future breach. No waiver shall be effective unless communicated in writing.

14. Entire Agreement

The parties agree that this Agreement constitutes the entire agreement with regard to the subject matter herein. This Agreement supersedes all understandings, representations and agreements made

between the parties concerning such matters. However, neither party seeks to exclude liability for any fraudulent misrepresentation.

15. Severability

If any requirement of this Agreement is in conflict with the law or public policy such conflicting requirement shall be deemed to be severed from this Agreement and the validity of the remainder will not be affected by such severance.

16. Contracts (Rights of Third Parties) Act 1999

Where rights are afforded under this Agreement to the Venue as well as to the Company, the Company contracts both for itself and for the benefit of (but not as agent or trustee of) the Venue and the Venue shall be entitled to enforce rights conferred on it directly by virtue of the Contracts (Rights of Third Parties) Act 1999.

17. Relationship of the Parties

Nothing in this Agreement shall constitute a partnership between the parties or appoint either as agent for the other for any purpose whatever and neither shall have authority or power to bind the other or to contract in the name of or create liability against the other in any way or for any purpose.

18. Confidentiality

Subject to the provisions of clause 20 the parties will keep confidential all information acquired as a result of the arrangements set out in this Agreement. The parties are not permitted to disclose to any third party any such information, except in order to perform this Agreement. Any such disclosure to any third party shall be on a 'need-to-know' basis only and the party making such disclosure shall use reasonable endeavours to ensure that the third party keeps the disclosed information confidential. Each party will be responsible for ensuring that all of its staff and contractors adhere to the provisions of this clause.

19. Freedom of Information

The Hirer acknowledges that the Venue and Company is subject to the requirements of the Code of Practice on Access to Government Information, the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIRs") and as such has a statutory duty to disclose certain information held by it, if such information is requested from it, subject to the application of any exemptions contained in the FOIA and EIRs.

20. Data Protection

The Company will comply with the Data Protection Act 1998 in relation to this Agreement. To the extent that the Company acts as the Hirer's data processor, the Company will ensure that it does not process any personal data other than as instructed by the Hirer and will ensure that it has in place appropriate organisational and technical measures to ensure the integrity and security of and to prevent unauthorised processing of such personal data. The terms "data processor" and "personal data" shall have the meanings given to them in the Data Protection Act 1998.

21. Notices

Any notice or other communication which is to be given by either party to the other shall be given by electronic mail. If the other party does not acknowledge receipt of any such letter or item of electronic mail, and the relevant letter or electronic mail is not returned as undelivered, the notice or communication shall be deemed to have been given on the following business day in normal business hours after the electronic mail was sent.

22. Force Majeure

If either party is prevented from or delayed in the performance of any of its obligations under the Agreement by any event (a "Force Majeure Event") beyond its reasonable control, including, but not

limited to, acts of God, civil commotion, war, earthquake, fire, flood, industrial action, terrorist action, inclement weather or political interference, then it shall notify the other party in writing of the circumstances, and shall be excused from performing those obligations for so long as the Force Majeure Event shall continue. If the Force Majeure Event continues for longer than five (5) working days, the party not claiming relief under this clause 22 shall be entitled to terminate the Agreement by giving the other party 5 working days' written notice.

23. Interpretation

The headings to these terms and conditions shall not affect the interpretation thereof. In this Agreement where the context allows words in the singular shall include the plural and vice versa and the masculine includes the feminine and vice versa. References to any enactment, order, regulation or legislative instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended or replaced by any subsequent enactment, order, regulation or instrument.

24. Governing Law and Jurisdiction

The Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

Event Hire Agreement

APPENDIX A

Evening Hire at the Design West Venue

Hirer should note the following (which form part of the Standard Conditions of Hire) and are applicable to the Event booking:

- Personnel (and other personnel) employed by the Hirer to organise/prepare the Event must not arrive more than 1 hour prior to the Event start time. Upon arrival, the Hirer's Personnel must report to the Venue Main Entrance at The Architect café bar.
- We request that all attendees leave the Venue in a quiet and orderly fashion in order not to disturb our neighbours.

APPENDIX B

Morning/Breakfast Hire at the Design West Venue

Hirer should note the following (which form part of the Standard Conditions of Hire) and are applicable to the Event booking:

- The earliest time the Venue will be open to receive the Hirer's guests is 08.00 hours.
- Hirer's Personnel associated with the preparations for the Event may have access up to thirty (30) minutes prior to the Event Start Time. Earlier access may be granted (in writing) by the Company's Representative but such earlier access cannot be guaranteed. Where earlier access is granted this will attract an additional cost for the Hirer at the Company's standard rate.
- Personnel (and other personnel) employed by the Hirer to organise/prepare the Event must report to the Venue's Main Entrance at The Architect café bar.
- The names of all Hirer's Personnel must be provided to the Company's Representative at least forty-eight (48) hours in advance of the Event Date and numbers are limited to six (6) individuals.

These products are supplied by Design West (The Bristol Centre for the Advancement of Architecture Limited). For more information about Design West, [click here](#). As a registered charity, our venue hire income goes directly towards supporting our innovative public engagement & education programmes.