# CONTRACT FOR

## **HIRE OF VENUE**

### BETWEEN



AND

......

For office use only:

Hirer Contact details :

Name.....

Phone number .....

Email address .....

Better is a registered trademark of GLL (Greenwich Leisure Limited). GLL is a winner of the Big Society Award and registered Social Enterprise. Registered office: Middlegate House, The Royal Arsenal, London, SE18 6SX IPS No: 27793, Inland Revenue Charity No: XR43398

THIS AGREEMENT is made this		day of	201	BETWEEN:	
(1)	<b>GREENWICH LEISURE LIMITED</b> (trading as "Better hereafter referred to as The Company"), a limited company whose registered office is at Middlegate House, The Royal Arsenal, Woolwich, London, SE18 6SX, registration number 27793R, and				
(2)			(The Hiring Party) a	imited company	
	whose registered office is at				
<b>f</b> a <b>f</b> la	him of				
for the hire of:					
(3)	(Facility/ies/Area)				
(4)					
	(Venue) Full details of the booking requirements ha <b>Form</b> ".	ve been set o	ut by the Hiring Party c	on the " <b>Booking</b>	
For the following Event:					
(5)					
. ,	(Event Description/Name)				
To be held :					
(6)	On / From	То			
The Event Fee in respect of the above Hire is:					
(7)	·	= Total Event	t Fee		
(1)	A full breakdown of the elements of the overall Event Fee have been set out in the "Cost				
	Proposal Document" including the Booking Deposit timely receipt of which is a condition of				
	this contract.				
(8)	The terms and conditions of hire are set out in the " <b>Hire of Venue - Terms and Conditions</b> " document. These Terms and Conditions have been supplied to, and signed by, the Hiring Party and set out the obligations of both The Company and the Hiring Party with regard to the event, Staffing and pre and post event activities The Booking Form, the Cost Proposal Document and the Hire of Venue Terms and Conditions				

are hereby incorporated into this contract – the **Contractual Documents**.

This agreement has been entered into on the date stated at the beginning of it and on the Terms and Conditions provided to and agreed by the Hiring Party.

#### LIABILITIES OF THE HIRING PARTY

The Company wishes to draw to the attention of the Hiring Party the exclusions and limitations of The Company's liability under the terms of this contract, and the obligations and responsibilities of the Hiring Party in particular with regard to the following:

- 1. Damage to the Venue, the Facility or property or equipment located there, caused by the Hiring Party, its employees, representatives, guests/spectators/audience, contractors, agents or suppliers
- Effects of Cancellation Costs Expenses or Losses the Hiring Party may suffer should the Event be cancelled or postponed for any reason
- 1. Damage to the Venue

The Hiring Party is required to have in place for the entire Bump In /Event / Bump Out Periods Public Liability Insurance, with no onerous exclusions with regard to damage, for a minimum of £10million. However the Hiring Party must understand that this is not a limit on liability, only an indication of the minimum of insurance level required. The Hiring Party shall be fully liable for all damage caused to the Venue, the Facility, or any property or equipment located there, including the building and infrastructure and fixtures and fittings. Any damage caused to any of the above must be paid for by the Hiring Party either through deduction from the Security Deposit or if the value of rectification/replacement exceeds the deposit amount, by payment upon receipt of invoice from The Company.

The Company refers the Hiring Party to sub-clauses 13.1-13.3 and 15.1 which clearly set out the liabilities and obligation of insurance for each Party as described above

#### By entering into this contract, the Hiring Party agrees to, understands and accepts these obligations.

2. Effects of Cancellation

The Hiring Party may suffer losses or costs if an Event is cancelled or postponed, including but not limited to ticket sale refunds, promotional fees/sponsorship, payments in relation to contractual obligations to suppliers, performers, relocation fees, etc. In such circumstances, the Hiring Party shall be fully responsible for dealing with all aspects of the cancellation or postponement, including complaints, gueries, publicity, rebooking of event or alternative venue etc and The Company shall not be responsible for nor undertake any such activities required as a result of the cancellation or postponement. Additionally The Company requires the Hiring Party to have in place an insurance policy to enable it to claim for their losses, including but not limited to, irrecoverable expenses, should such a cancellation or postponement occur, for whatever reason, The Company refers the Hiring Party to sub-clauses 1.2.6, and 14.3 which clearly set out the exclusion of liability as described above and the requirement for the Hiring Party to have appropriate insurance to cover (sub- clause 13.4).

#### By entering into this contract, the Hiring Party agrees to, understands and accepts these obligations.

Further, The Company wishes to draw to the Hiring Party's attention the exclusion of some liabilities as set out in Clause 16 and the limitation of The Company's liabilities to the Total Event Fee as set out in sub clause 16.5.

#### **DECLARATION AND SIGNATURES**

Hiring Party Signatory 1

Ι,

declare that I am duly authorised by the Hiring Party to act on behalf of the Hiring Party. I acknowledge and confirm that on behalf of the Hiring Party I have read, understood and agreed to the Hire of Venue Terms and Conditions as provided and the obligations expressly shown above, and intend to be, and will be, legally bound by this contract. The Hiring Party does not rely on any warranties or guarantees made orally or in writing that are not identified expressly in the contract or the Contractual Documents. The Hiring Party warrants that the details provided in the Booking Form and in this contract are correct.

#### Hiring Party Signatory 2

Ι,

declare that I am duly authorised by the Hiring Party to act on behalf of the Hiring Party. I acknowledge and confirm that on behalf of the Hiring Party I have read, understood and agreed to the Hire of Venue Terms and Conditions as provided and the obligations expressly shown above, and intend to be, and will be, legally bound by this contract. The Hiring Party does not rely on any warranties or guarantees made orally or in writing that are not identified expressly in the contract or the Contractual Documents. The Hiring Party warrants that the details provided in the Booking Form and in this contract are correct.

#### HIRING PARTY SIGNATURES:

Signed by (Signatory 1)					
DIRECTOR (Type name)	DATE				
for and on behalf of					
(Company Name)	POSITION				
Signed by (Signatory 2)					
DIRECTOR (Type name)	DATE				
for and on behalf of					
(Company Name)	POSITION				
Signatures on behalf of The Company					
Signed by	for and on behalf of "Better"				
DIRECTOR 1 (Type name)	DATE				
Signed by	for and on behalf of "Better"				
DIRECTOR 2 (Type name)	DATE				
For Completion by The Company					
Evidence of authority for signatories to act on behalf of Hiring Party ( <mark>attach</mark> letter of authority, or evidence of status of signatories):					
Type of evidence:					
Evidence of registration/bona fide nature of the Hiring Party's business/company ( <b>attach</b> copy of registration entry into Companies House or similar):					
Type of evidence:					