

# EVENT SPACE RENTAL TERMS & CONDITIONS

## PARTIES

1. Drill Hall Initiative CIC, a company incorporated in Scotland with company number SC683462 and registered address 123 Irish Street, Dumfries, DG1 2PE, Scotland, the party that is providing the premises (the **Provider**); and
2. The party that is hiring the premises as named on the booking form (the **Customer**); together the **Parties** and each a **Party**.

## AGREEMENT

### Meanings

3. In this Agreement, the following words are defined:

<b>Data Protection Laws</b>	any applicable law relating to the processing of Personal Data, including but not limited to the GDPR and the Data Protection Act 2018;
<b>Event</b>	The event as detailed on the booking form
<b>GDPR</b>	the UK General Data Protection Regulation (2016/679);
<b>Premises</b>	Located at Loreburn Hall, Newall Terrace, Dumfries, DG1 1LN, Scotland;
<b>Services</b>	the provision of the Premises for use by the Customer for the purposes of carrying on the Event in exchange for the Fees;

4. In this Agreement, unless the context requires a different interpretation:

- a. The singular includes the plural and vice versa;
- b. References to sub-clauses, clauses, schedules or appendices are to sub-clauses, clauses, schedules or appendices of this Agreement;
- c. A reference to a person includes firms, companies, government entities, trusts and partnerships;
- d. "Including" is understood to mean "including without limitation";
- e. Reference to any statutory provision includes any modification or amendment of it;
- f. The headings and sub-headings do not form part of this Agreement; and
- g. "Writing" or "written" will include fax and e-mail unless otherwise stated.

### Hire of Premises

5. This Agreement governs the Customer's hire of the Premises from the Provider for the purposes of the Event (the **Services**).
6. The Customer will hire the Premises starting at the time detailed on the booking form (the **Hire Period**). They may use the Premises during this time in accordance with the rules set out within this Agreement. Any time that the Customer requires to set up or pack down the Event, including time required to ensure the Premises are left in the same state that they were in before the start of the Hire Period to the extent required by this Agreement, must be included within this Hire Period.
7. In addition to providing the Customer with access to the Premises, the Provider will ensure that the Customer's hire of the Premises (i.e. the Services) includes services detailed on the booking form.

### Fees to be Paid for the Services

8. In exchange for the Services, the Customer will owe the Provider -
  - a. a single fixed fee as (the **Fees**).
  - b. An additional fee of £100 will be applied for clean-up of items including but not limited to streamers, balloons, confetti and fake snow. Permission for use of these items must be sought from the Lessor in advance of the event. Permission for use of these items must be sought from the Provider prior to the event.
9. The Customer must pay a deposit of 50% of the cost of the event space hire (the **Deposit**) before their reservation of the Premises for the Hire Period is confirmed. The Deposit should be paid by the date advised on the booking form.

- a. If the Deposit is not paid on time, the Provider may choose whether to decline the Customer's reservation or to allow the Customer additional time to pay the Deposit. If the Customer is allowed additional time to pay the Deposit and they pay the Deposit within this stipulated period, their reservation will be confirmed and this Agreement will continue as if the Deposit had been paid on time.
  - b. The Deposit:
    - i. Is non-refundable unless the Provider fails to provide the Services in accordance with this Agreement and is at fault for such failure. This includes but is not limited to failures due to:
      1. During the Hire Period the Premises and any fixtures or similar included with them not being as described and agreed upon;
      2. The Provider cancelling the Customer's reservation before or during the Hire Period or the Provider otherwise preventing the Customer from making use of the Premises in accordance with this Agreement.
    - ii. Will be deducted from the final amount payable as Fees (i.e. the Customer needs not pay the Deposit in addition to the Fees set out above).
10. The remainder of the Fees (i.e. the Fees minus the Deposit) are due within 14 days following the date of invoice.
11. If the Customer's use of the Premises extends beyond the end of the Hire Period (e.g. because not all of their guests have left or their cleaning has not been completed), the Provider may at its discretion charge a penalty fee at the standard hourly rate (the **Penalty Fee**), with the first hour starting at whatever minute follows the end of the Hire Period (any partial hour during which the Customer's use overruns, calculated in this manner, will be treated as a full hour for the purpose of calculating the Penalty Fee).
12. Payment of any of the payments set out above will be made in accordance with the instructions set out in the invoice(s) that the Provider shall issue the Customer for the Fees. If the Provider does not provide the Customer with invoice(s) with enough time remaining in advance of a payment coming due to reasonably enable the Customer to pay on time, a reasonable delay in payment by the Customer will be treated as if the Customer paid on time.
13. Unless explicitly agreed otherwise in this Agreement or elsewhere, the Customer is not responsible for any additional charges that the Provider incurs in carrying out the Services, including but not limited to utility costs, council tax or rent payments, taxes, materials and equipment costs, licensing costs, and legal fees or payments due to third parties being impacted by delivery of the Services; except where such are incurred due to the Customer behaving in breach of this Agreement.
14. The Provider and the Customer shall pay all amounts due under this Agreement in full without any deduction except regarding any deductions required by law. Neither Party shall be entitled to assert any credit, set-off, or counterclaim against the other in order to justify withholding payment of any amount due, in whole or in part.

### **Provider's Obligations**

15. The Provider is responsible for ensuring that the Premises are appropriately safe for use by the Customer (including for any people that will be at the Premises in connection with the Event, including any guests as well as staff members, contractors, or others engaged by the Customer). This includes but is not limited to the Provider abiding by all applicable obligations under health and safety, occupier's liability, and general negligence laws.
16. The Provider is responsible for ensuring that the Premises are permitted to be used for the Event in the manner provided for in this Agreement. This includes but is not limited to:
- a. Ensuring that the Provider has the authority to grant the Customer access to the Premises for the purposes of the Services (e.g. by holding ownership rights in the Premises and any necessary permissions from any other parties holding rights in the Premises);
  - b. Ensuring that the Premises has the appropriate use class(es) to allow it to be used for the Event;
  - c. Except as provided otherwise elsewhere in this Agreement, obtaining, maintaining, and ensuring the suitability of any necessary licences to enable the Event to take place (e.g. a premises licence for the service of alcohol or a specific type of music licence);
  - d. Ensuring the Premises has all necessary features to enable it to be safely used for the Event and in accordance with this Agreement.
17. The Provider is responsible for abiding by the law in all regards in the course of their provision of the Services, including but not limited to responsibility for infringements of third parties' rights except where such are due to the conduct of the Customer in contradiction of this Agreement. This includes but is not limited to advertising, data protection, criminal, human rights, anti-bribery and corruption, employment, and personal injury law.
18. The Provider commits to providing the Services with reasonable skill and care.
19. The Provider must maintain appropriate business insurance with regard to the Premises and the Services more broadly. Specifically, the Provider must for the duration of the Hire Period hold, as a minimum, valid and suitable:
- a. Public liability insurance with a minimum insurance cap of £5,000,000.00 for each claim or series of connected claims.
  - b. Hirer liability insurance with a minimum insurance cap of £1,000,000.00 for each claim or series of connected claims.

### **Customer's Obligations**

20. The Customer must abide by any reasonable instructions or requests issued by the Provider or anybody acting on behalf of the Provider, when such are issued for the purpose of enabling the Provider to meet their obligations under the law in relation to ensuring the safety of people or property.

21. The Customer must only use the Premises for the purposes of the Event. This includes preparing for and packing down the event. Any conduct that would not reasonably be expected in relation to the Event is not permitted.

22. The Customer is responsible for any harm that is caused to the Premises and any fixtures or other features of it (except for fair wear and tear) by anybody that the Customer has allowed to be present at the Premises due to the Event, including guests, staff members, contractors, or others engaged by the Customer.

23. Except as qualified elsewhere in this Agreement, the Customer must leave the Premises at the end of the Hire Period in the same condition it was in at the start of the Hire Period.

24. The Customer will abide by the following rules and requirements regarding their use of the Premises, and is responsible for ensuring that anybody that they invite to the Premises does not act in breach of these rules:

- a. The Premises must not be altered in any way that will persist after the end of the Hire Period.
- b. Any temporary alterations (e.g. erection of stages or other temporary structures) must be notified to the Provider at least 7 Working Days ahead of the day on which the Hire Period begins and the Provider must grant permission for these.
- c. In line with Environmental Health policy, noise levels will be monitored.
- d. Use of pyrotechnics, performance at height or under taking of any hot works is forbidden unless agreed in advance.
- e. An additional fee of £100 will be applied for clean-up of items including but not limited to streamers, balloons, confetti and fake snow. Permission for use of these items must be sought from the Lessor in advance of the event.
- f. The customer must ensure that additional vendors, subcontractors and exhibitors have suitable liability insurance, licences and risk assessments in place. Any additional vendors, subcontractors and exhibitors must be confirmed in writing to the lessor 7 days in advance of the booking.

## **Ending the Agreement**

25. This Agreement shall continue until the Parties' obligations under the Agreement are discharged unless it is terminated earlier in accordance with the following clauses of this section (i.e. that headed "Ending the Agreement").

26. The Customer has a statutory right to cancel this Agreement within 14 days without needing to provide a reason for cancellation.

- a. However:
  - i. If the Hire Period starts less than 14 days after the Agreement is formed, by signing and agreeing to this Agreement the Customer is making an express request that the Provider starts to provide the Services within the cancellation period and the Customer acknowledges that, in making such a request, they waive their statutory right to cancel as described in this clause if the Services are delivered within the cancellation period.
  - ii. If the Event constitutes a leisure event for which the Provider has set aside capacity (e.g. hire for a wedding, party, or similar), the Customer does not have a statutory right to cancel as set out in this clause.
- b. To cancel in accordance with this clause, the Customer must do so via email to [enquiries@loreburnhall.co.uk](mailto:enquiries@loreburnhall.co.uk).
  - i. This email must be sent to the Provider within the 14-day period to comply with the 14-day deadline; subsequent actions need not yet to have taken place.
- c. If the Agreement is cancelled in accordance the Customer's statutory right to cancel as set out in this clause, the Provider will refund all payments received from the Customer, except if the Customer requested via this Agreement that the Provider start providing the Services during (i.e. that the Hire Period starts during) the cancellation period, in which case the Customer must still pay for the Services provided up until the time they informed the Provider or their right to cancel (or the full Fees, if the Agreement has been fully performed). Any such refunds will be issued via the same payment method as the payment was made without deductions and within 14 days of the day on which the Provider was informed of the cancellation.

27. The Customer may immediately terminate this Agreement (i.e. cancel their reservation) by giving the Provider written notice of their intention to do so at least 90 days before the day on which the Hire Period begins. If the Customer ends the Agreement in accordance with this clause, the Customer will have their Deposit returned. Any Fees that they have already paid before the Agreement is terminated in respect of any part of the Hire Period that has not yet taken place will be returned in full and any Fees that have become due in respect of any part of the Hire Period that has not yet taken place but have not yet been paid are no longer due. If the customer terminates the agreement less than 90 days but more than 60 days before the day on which the Hire Period begins, 50% of the Deposit will be returned. If the customer terminates the agreement less than 60 days before the day on which the Hire Period begins, no Deposit will be returned.

28. The Provider may immediately terminate this Agreement (i.e. cancel the Customer's reservation) by giving the Customer written notice of their intention to do so at least 90 days before the day on which the Hire Period begins. If the Provider ends the Agreement in accordance with this clause, the Provider will return in full the Customer's Deposit and any Fees that the Customer has already paid before the Agreement is terminated in respect of any part of the Hire Period that has not yet taken place, and any

Fees that have become due in respect of part of the Hire Period that has not yet taken place but have not yet been paid are no longer due.

29. If the Customer wishes to reschedule their reservation (i.e. to change the Hire Period), they may do so at least 90 days before the day on which the Hire Period begins informing the Provider in writing of this intention including details of when they wish the new hire period be (the **New Hire Period**) and highlighting that this new time is vacant for reservation, if the Provider has no reasonable reason for refusing the New Hire Period. If a rescheduling occurs in reliance on this clause, the rest of the Agreement continues as before.

30. The Customer may immediately terminate this Agreement by giving the Provider written notice of their intention to do so if the Provider breaches any of their obligations under this Agreement and the Provider has not or cannot put right that breach within a reasonable period (unless agreed otherwise, 14 days).

31. The Customer may terminate this Agreement immediately by giving written notice to the Provider if the Provider:

- a. Is a company over any of whose assets or property a receiver is appointed;
- b. Makes any voluntary arrangement with its creditors or (if the Provider is a company) becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
- c. (If the Provider is an individual or firm) has a bankruptcy order made against it or (if the Provider is a company) goes into liquidation; or
- d. Is convicted of any criminal offence.

32. Neither Party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party.

- a. Such causes include, but are not limited to: power failure, Internet Service Provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota, or prohibition, or any other event that is beyond the control of the Party in question.
- b. The Party affected by a circumstance beyond its control shall use all reasonable endeavours to mitigate the effect of the force majeure upon the performance of its obligations.
- c. The corresponding obligations of the other Party will be suspended to the same extent as those of the Party affected by a force majeure event.
- d. If the delay continues for a period of 14 days, either Party may terminate or cancel the Services to be carried out under this Agreement.

33. All sums owed to the Provider under this Agreement shall become due immediately on the Agreement's termination, except where provided otherwise within the Agreement.

34. Termination or expiry of the Agreement shall not affect any rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

35. Other than as set out in the Agreement, neither Party shall have any further obligation to the other under the Agreement after its termination or expiry.

## **Liability**

36. Nothing in this Agreement limits or excludes either Party's liability in any way for:

- a. Death or personal injury caused by its negligence;
- b. Fraud or fraudulent misrepresentation;
- c. Breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or
- d. Any other losses which cannot be limited or excluded by applicable law.

37. Except for as set out in the first clause of this section (i.e. the section headed "**Liability**") or as a direct consequence of any breaches of the commitments provided by the Parties in the sections headed "**Provider's Obligations**" and "**Customer's Obligations**", neither Party shall have any direct or indirect liability to the other Party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

- a. Loss of profits;
- b. Loss of revenue;
- c. Loss of sales or business;
- d. Loss of agreements or contracts;
- e. Loss of savings or discounts (actual or anticipated);
- f. Loss of or damage to goodwill or to reputation;
- g. Loss of use or corruption of software, data or information;

h. Any indirect, special or consequential loss.

38. The Provider shall not have any liability for loss or damage to property belonging to the Customer or a third party that is present at the Premises by the Customer's election, unless such loss or damage is due to the Provider's negligence or the negligence of the Provider's agents, sub-contractors, consultants, employees, or others working on its behalf.

39. Except for as set out in the first clause of this section (i.e. the section headed "**Liability**"), the total liability of the Provider for any loss experienced by the Customer in respect of any one event or series of connected events due to the Provider's breach of the Agreement shall not exceed £1,000,000.00.

40. Except for as set out in the first clause of this section (i.e. the section headed "**Liability**"), the total liability of the Customer for any loss experienced by the Provider in respect of any one event or series of connected events due to the Customer's breach of the Agreement shall not exceed £1,000,000.00.

41. The terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this Agreement.

## **Communication Between the Parties**

42. The best method of contacting the Provider is via email at enquiries@loreburnhall.co.uk. The Customer will as soon as is reasonably practicable and not more than 12 hours following the end of the Hire Period notify the Provider via this communication method of any issues that occur during the Hire Period with regard to Premises. Any issues with or concerns about the Services provided will be made known to the Provider as soon as reasonably practicable via this communication method.

43. The best method of contacting the Customer is via email or by phone using the details provided on the booking form. Any issues with or concerns about the Customer's use or planned use of the Premises will be made known to the Customer as soon as reasonably practicable via this communication method.

44. Any notice (other than in legal proceedings) to be delivered under the Agreement must be in writing and delivered by pre-paid first class post to or left by hand delivery at the other Party's registered address or place of business, sent by email to its main business email address, or sent by fax to its main fax number. Notices:

- a. Sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second Working Day and, where posted from or to addresses outside the United Kingdom, on the tenth Working Day following the date of posting;
- b. Delivered by hand will be deemed to have been received at the time the notice is left at the proper address;
- c. Sent by email will be deemed to have been received on the next Working Day after sending, provided they were sent to the correct email address and no notice of delivery failure is received; and
- d. Sent by fax will be deemed to have been received on the next Working Day after transmission.

45. The Provider is committed to avoiding disputes and ensuring that the Customer is satisfied with the Services. As such, any complaints should be dealt with as follows: if the Customer is unsatisfied with the Services they should contact the Provider within 10 days of the end of the Hire Period so we can discuss potential solutions.

## **Privacy**

46. The Provider respects the Customer's privacy and complies with UK Data Protection Laws with regard to the Customer's personal information and the personal information of any other individual that it deals with in the course of delivering the Services.

47. This Agreement should be read alongside and is in addition to the Provider's Privacy Policy, a copy of which can be obtained from the Provider.

48. Where the Customer supplies Personal Data relating to the Customer or to any other individual (including but not limited to guests, contractors, and staff members) to the Provider in relation to the provision of the Services, and the Provider Processes that Personal Data in the course of providing the Services to the Customer, the Provider will comply with the obligations imposed by Data Protection Laws.

49. For any enquiries or complaints regarding data privacy, the Customer can email the Provider at enquiries@loreburnhall.co.uk.

50. For the purposes of this Agreement, 'Personal Data' and 'Processing' shall have the same meaning as in the GDPR.

## **General**

51. This Agreement contains the whole agreement between the Parties relating to its subject matter and supersedes all prior discussions, arrangements, or agreements that might have taken place in relation to the Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.

52. Neither Party may assign, transfer, sub-licence, or sub-contract to any third party the benefit and/or burden of the Agreement or of any of the rights under this Agreement without the prior written consent (not to be unreasonably withheld) of the other Party.

53. No variation of the Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of both Parties.

54. The Contract (Third Party Rights) (Scotland) Act 2017 does not apply to the Agreement and no third party has any right to enforce or rely on any provision of the Agreement.

55. Unless otherwise agreed, no delay, act, or omission by a Party in exercising any right or remedy available in relation to this Agreement will be deemed a waiver of that, or any other, right or remedy.

56. A provision which by its intent or terms is meant to survive the termination of the Agreement will do so.

57. If any court or competent authority finds that any provision (or part) of the Agreement is invalid, illegal, or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement will not be affected.

58. Unless specifically provided by the Parties, nothing in the Agreement will establish any employment relationship, partnership, or joint venture between the Parties, or mean that one Party becomes the agent of the other Party, nor does the Agreement authorise any Party to enter into any commitments for or on behalf of the other Party.

59. Nothing in the Agreement should be construed as granting the Customer an exclusive right of occupation or any other right in the land or property that constitute the Premises or in any part of these; except for the temporary right to use of the Premises for duration of the Hire Period only on the terms set out in this Agreement.

### **Assistance Dog Policy**

60. Assistance dogs are welcome at the Providers premises. For the safety and wellbeing of staff and visitors, the Provider reserves the right to refuse access, or to revoke access, for a dog that does not comply with the Equality and Human Rights Commission description of an assistance dog:

- Highly trained.
- Will not wander freely around the premises.
- Will sit or lie quietly on the floor next to its owner.
- Trained to go to the toilet on command and so are unlikely to foul in a public place.
- Could be recognisable by the harness or identifying coat they wear.

Owners must accept responsibility for the behaviour and wellbeing of their assistance dog. The owner should take all reasonable steps to ensure that their assistance dog does not cause physical harm to anyone attending the venues, nor damage property.

For the welfare of the animal, other customers and to maintain safe venue evacuation routes, dogs are only allowed within designated seating areas.

If the owner is concerned about content that may be disturbing for themselves or for their assistance dog, they should contact the promoter for advice.

The Provider understands and appreciates that other animals may also provide support, especially emotional support. The Provider will look to offer alternative adjustments to support the owner's visit, such as providing a ticket for an essential companion. For the safety and wellbeing of the animal, it may not be reasonable to permit their entry into the venues, however the Provider will discuss requests on a case-by-case basis.

### **Jurisdiction**

61. Except where an exception applies as required by law (e.g. in relation to disputes under consumer law):

- a. This Agreement will be governed by and interpreted according to the laws of Scotland.
- b. All disputes and claims arising under the Agreement (including non-contractual disputes or claims) will be subject to the exclusive jurisdiction of the courts of Scotland.



Sandy Sweetman



Simon Robertson

for and on behalf of Drill Hall Initiative CIC