Kensington Arts

Department of Education, Sport and Culture

THIRD PARTY VENUE HIRE FORM

Kensington Road, Douglas,
IM1 3EG
Tel: 682312

Hirer Name _____

Phone _____

Invoice Address _____

Email _____

Rooms Available *(see price list on pages 3-4)*	**Date(s)**	**Start / End Time** *(include any set up / get out time)*
Theatre inc. seating & dressing rooms Theatre Style Room, inc. seating & dressing rooms		
Theatre Technician support, inc. use of tech equipment		
Theatre (Empty Room)		
Dance/Large Studio		
Art Room		
Basement Room only, does not include practice Rooms		
Basement Practice Room Includes equipment		

Brief overview of the hire purpose: _____

Estimated number of attendees: _____

Contact Details of representative during hire (if different from above): _____

If you have any other requirements please let us know in the "Facilities available" section (see over).

NB. This booking is for internal room hire only. External spaces are public and not available for hire, but may be used at the hirer's own risk. Nothing in this Venue Hire Form or in any consent granted by the Department under this Agreement shall imply or warrant that the Venue is fit for the purpose authorised in this Agreement or any purpose subsequently authorised.

A non-refundable 20% deposit is required within 14 days of receipt of invoice. **Please complete the below**:

I/We accept that I/We will be liable to pay any repair or replacement costs arising from damage during the hire period, and confirm I/We have read and agree to the Terms and Conditions of hire.

Hirer Signature ..... *Date:* ...../...../.....

Kensington Arts - Additional Facilities Available

Item	Cost	Amount Required
Raked Theatre seating (max 130)	-	
Chairs – Max 45	-	
Table(s) – Max 10	£5 per table	
Easels – Max 10	£5 per easel	
Large Box/Block	£5 per box	
Medium Box/Block	£5 per box	
Small Box/Block	£5 per box	
Lectern – 1 available	£5	
Music stand(s)	£1 per stand	
Flat(s) – 10 available. Please specify: *standard/ door / window*	£10 per flat	
Baby Grand	£10 per hour	
Electric piano	£10 per hour	
Drum kit	£10 per hour	
Guitar	£10 per hour	
Bass Guitar	£10 per hour	
Acoustic Guitar	£10 per hour	

For Lights & Sound equipment hire please see Technical Rider

For Props & Costume hire please see Separate Hire Form

Admin only	
Hire Cost total:	Staff Signature and date
Additional Facilities cost total:	
Deposit amount (if applicable):	
Remainder for invoice:	

Kensington Arts Room Hire
- Pricing structure

Theatre		
Theatre Style Room, inc. seating & dressing rooms (excluding tech equipment and support*)	Full day (8 hours)	£180
	Weekend rate (i.e. Saturday and Sunday together)	£360
	Week hire (i.e. full Mon-Friday hire, up to 8 hours per day)	£600
Theatre Technician support, inc. use of tech equipment. *Use of our technical equipment must be facilitated by our own Tech staff*	Hourly Rate	£25
Theatre (Empty Room)	Hourly rate	£30
	Full day (8 hours)	£180
	Week hire	£600
Dance/Large Studio (Empty Room)		
Empty Room	Hourly rate	£30
	Full day (8 hours)	£180
	Week hire	£600

Art Room		
Inc. tables and chairs	Hourly rate	£30
	Full day (8 hours)	£180
	Week hire	£600
Basement		
Room only, does not include practice Rooms	Hourly rate	£30
	Full day	£180
	Week hire	£600
SoundCheck Practice Room		
Includes equipment **Hire cost of SoundCheck rooms include use of any instruments & equipment, but a SoundCheck facilitator must be present – at a cost of £25 per hour.*	Hourly rate	£24

Please note: 30% discount offered for concurrent bookings of 4 weeks or more, Government Departments or Community Groups and Registered Charities.

All charges are subject to VAT.

Please ensure that your address is on the booking form for invoicing purposes.

THIRD PARTY VENUE HIRE
TERMS AND CONDITIONS OF KENSINGTON ARTS

1. DEFINITIONS

1.1 In these Venue hire terms and conditions the following definitions shall apply:

"Additional Charge(s)" means fees that may be chargeable by the Department for any alteration to attendee numbers, services, equipment, times, dates or areas used in conjunction or in addition to those agreed in the Venue Hire Form

"Agreement" means the contract concluded between Department and the Hirer, including these Venue hire terms and conditions, the agreed and signed Venue Hire Form and any subsequent clarifications and any other documents which are agreed in accordance with specific conditions, or the general variation clause, of these Venue hire terms and conditions, and which together form a binding contract between Department and the Hirer

"Department" means the Department of Education Sport and Culture and those acting on its behalf

"Event" means the activity or function taking place at the Venue during the Hire Period, as described in the Venue Hire Form

"Force Majeure" means any incident outside of the control of the Department arising from:

i) the breakdown of equipment supplied by the Department or by third parties; or
ii) the failure of supply of utility services; or
iii) an act of God, including but not limited to fire, flood, or leakage of water; or
iv) pandemic or epidemic; or
v) an act of terrorism or other public disorder; which may cause the Venue to be closed or hiring to be interrupted or cancelled; or
vi) change in the law (including any statutory provision, warrant, order, scheme, regulations which may cause the Venue to be closed or hiring to be interrupted or cancelled)

"Hire Charge" means the costs of the Event as set out in the Venue Hire Form

"Hirer" means (1) a person who submits or could reasonably be expected to submit a Venue Hire Form; or (2) a person who has contracted with the Department under the Agreement for the Event

"Hire Period" is the period of time as described in the Venue Hire Form and includes any time required by the Hirer to set up and clear the Venue

"Venue" means any room or ancillary area in the Kensington Arts Centre, Kensington Road Douglas or such parts of the same that the Department designated for the Event in accordance with this Agreement

"Venue Hire Form" means the document recording the details of the Event including but not limited to Hire Charges, consumables requirements, attendee numbers, services, times, dates or areas used

"Working Days" mean any day which is not a Saturday or a Sunday or any public holiday or bank holiday recognised in the Isle of Man

1.2 References to clause(s), schedule(s) or appendix / appendices shall refer to clauses, schedules or the appendices of and to this Agreement

1.3 Reference to any enactment, order, regulation or other similar instrument, shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument.

1.4 Any notice or other communication which is to be given by either party to the other shall be given by letter, (sent by hand or post or by registered post or by the recorded delivery service) or transmitted by electronic mail or facsimile transmission. Such notices or communications shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

1.4 All communication between the parties shall be in the English language.

2. APPLICATION FOR HIRE

2.1 Booking enquiries can be made verbally in person, over the telephone or by email.

2.2 Any provisional booking request must be made in writing and sent by email, delivered by hand or by post to the Department. The Department may confirm a booking enquiry in writing, following a telephone enquiry, but it is the responsibility of the Hirer to confirm their provisional booking.

2.3 The Hirer must complete the Venue Hire Form with as much detail as possible regarding the proposed Event (as known at the time of booking). The Hirer must select the Venue, equipment and facilities, related services, date(s) and time(s) of the Event requested by the Hirer, together with details of the Event and its purpose (in sufficient detail to enable the Department to assess the request) and to the satisfaction of the Department.

2.4 It is the responsibility of the Hirer to make sure that the information provided on the Venue Hire Form is correct (as known at the time of booking) before submitting and

to have read and understood these private hire terms and conditions before submitting the Venue Hire Form. The Hirer should seek clarification from the Department prior to submission if there is anything the Hirer does not understand.

2.5 If another hirer enquires to book the same event space for the same date(s) before the Hirer has confirmed their provisional booking, they will be notified and asked to confirm their provisional booking within two (2) working days. If the Venue Hire Form and deposit is not received within this time period, the Department reserves the right to make such other bookings without prior notification to the Hirer.

2.6 Provisional bookings made with the Department will only be held for ten (10) working days from the date of booking, unless otherwise agreed with a member of the Department's booking team. After this time the Venue shall be made available for booking by other parties and the Department reserves the right to make such bookings without prior notification to the Hirer.

2.7 All bookings will be treated as provisional until the duly completed and signed Venue Hire Form and deposit are received. Until such time the Hirer shall have no rights pursuant to this Agreement.

2.8 The Department reserves the right to decline any request for booking for any reason (acting reasonably). Booking requests will not be accepted from persons less than 18 years of age and proof of ID may be required to verify a person's age if there is any doubt that the person is under the age of 18.

2.9 Once the Venue Hire Form and deposit of 20% of the Hire Charge has been received, the Department will send confirmation by email or post. We will endeavour to send confirmation within five (5) working days of receipt.

3. CHARGES AND PAYMENTS

3.1 The Hirer will pay the Hire Charges and the Additional Charges in accordance with this clause 3.

3.2 The Hire Charge as set out in the Venue Hire Form, must be paid in full no less than 28 days after the Event. The Department shall issue an invoice for all charges due by the Hirer.

3.3 In the event of the Department incurring additional expense not provided for in any quotation as a result of the occurrence of the Event, i.e. variation and/or alteration of instructions and/or details and/or a failure by the Hirer or its representative to provide the same, such additional expense shall be added to the price as an Additional Charge.

3.4 All prices quoted are exclusive of VAT. VAT will be charged where appropriate at the prevailing rate.

3.5 If the Hirer fails to make any payment due to the Department under this Agreement by the due date as stated on the invoice for payment then, without limiting the Department's remedies under 5, the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Isle of Man Bank Base Rate from time to time, but at 4% a year for any period when that base rate is below 0%.

3.6 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

4. USE OF VENUE

4.1 No part of the Venue may be used for any purpose other than that described in the Venue Hire Form.

4.2 The Department requires that the Venue is not used for activities which may damage property or become a nuisance or annoyance or may constitute a breach of the law to the Venue or any neighbouring property or business. Hirers must take responsibility for any damage caused.

4.3 During any period of 'set-up', attendees of the Event or public generally shall not be permitted to use the Venue.

4.4 The Hirer will be granted access to the Venue at and only at the times and for the Hire Period specified in the Agreement. The Hire Period times may be altered by agreement with the Department and may be subject to Additional Charges. If the Hirer arrives earlier than the time agreed in the Agreement, the Department reserves the right to deny access.

4.5 No part of the Venue shall be used for direct or indirect financial or material gain (including political fundraising), by the Hirer or any other person or organisation

4.6 Events organised by charities may be supported by non-charitable organisations, but those organisations are subject to sub-Clause 4.5.

4.7 Subject to Sub-Clause 4.8, events taking place in the Venue must end no later than 11pm and the Hirer shall ensure that all attendees shall have left the Venue by 11:30pm. The Department reserves the right to recover additional charges from the Hirer, in such sum as the Department may at its discretion charge, in the event of a late vacation of the Venue.

4.8 Overruns shall only be granted at the discretion of the Department following discussion with the Hirer or their authorised representative. The Department reserves the right to refuse any overrun if staffing levels cannot be maintained to operate the Venue safely and in consideration of other events scheduled to take place.

5 CANCELLATION AND POSTPONEMENT

5.1 The Department may terminate the Agreement with immediate effect by giving the Hirer notice in writing if:

(a) the Venue or any area within the Venue required for the Event is closed due to circumstances outside its control which precludes the Event from taking place including Force Majeure;

(b) the Hirer materially breaches the terms of this Agreement including failure to pay any sums due under the Agreement;

(c) the Hirer becomes unable to pay its debts as they fall due or enters into liquidation;

(d) the Hirer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy;

(e) the Hirer is unable to perform its obligations in connection with the Agreement;

(f) otherwise in accordance with conditions of the Agreement,

And accordingly the Department shall cancel the Event.

5.2 The Hirer may terminate the Agreement and cancel the Event with immediate effect by giving the Department notice in writing.

5.3 If the Agreement is terminated under clause 5.1 or 5.2, the Department reserves the right to retain the deposit and charge a cancellation fee. The cancellation fee shall be:

5.3.1 Cancellation 12 weeks or more prior to the start date of the hire period: cost of deposit

5.3.2 Cancellation up to 48 hours before the start date of the hire period: 50% of the Hire Charge

5.3.3 Cancellation less than 48 hours before the start date of the hire period: 100% of the Hire Charge

5.4 The Hirer is advised to seek cancellation insurance from a third party.

5.5 Completion or cancellation of the Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of completion or cancellation.

5.6 If the Agreement is terminated under clauses 5.1(a) or 5.2 the Department will use reasonable endeavours to re-book the Event. This is subject to availability. Any sums already received by the Department shall be deducted from the Hire Charges then due for the re-arranged Event provided the new date is within the same financial year (1 April to 31 March).

6. VENUE CAPACITIES

6.1 The Hirer acknowledges that the capacity of the Venue is subject to:-

6.1.1 Isle of Man Fire and Rescue Service, health and safety regulations and any other statutory and regulatory obligations as may apply to the Venue; and

6.1.2 Evacuation requirements depending on the event programme being run within the Venue on each date and time during the Hire Period.

6.2 No guarantee or other assurance is given by the Department as to the capacity of the Venue or its suitability for the Event.

6.3 It is the Hirer's responsibility to confirm the number of persons attending the Event. Any changes to the Hire Venue Form in respect of persons attending or any other changes must be notified to the Department as soon as practicable in any event no less than five (5) Working Days before the Event.

6.4 Any advice regarding capacities must be adhered to and may be enforced by the Department's personnel during the Event.

6.5 If the number of attendees at an Event is considered to exceed capacity, the Department reserves the right to withdraw use of the Venue if such advice is not complied with.

7. CO-ORDINATION OF THE EVENT

7.1 It is the Hirer’s responsibility to ensure that a representative is present at the Venue during the Event and at all other times during the Hire Period is contactable to ensure the co-ordination of the Event requirements are adequately fulfilled and adhered to.

The representative is required to make themselves known to the Department's team immediately prior to the Event commencing. If known in advance, details and contact number of the representative should be advised on the booking form.

7.2 A member or members of the Department's team is required and entitled to be present and will, as and where requested during event bookings, operate the Department's equipment as agreed as part of the Event.

8. PERSONNEL

8.1 The Hirer acknowledges that all personnel employed by the Department are employed to ensure the safe and secure operation of the Venue with due regard to the health and safety regulations and that all direction and decisions by such staff is final.

8.2 The Department wishes to ensure that Hirers and any co-organisers, employees, event volunteers or otherwise are dealt with in a professional manner to facilitate and support the users of the Venue. In doing so the Department requires that the Hirer and their employees, event volunteers or otherwise deal with and communicate with any Department personnel in a courteous manner and no abuse whether physical or verbal will be tolerated and may result in expulsion from the Venue and immediate cancellation of the Event.

8.3 Any issues the Hirer has with any personnel should be raised as soon as reasonably practicable with the Department's representative notified to the Hirer for the Event.

8.4 The Hirer is responsible for maintaining good order in relation to all persons present at the Event and all suppliers of the Hirer at any time.

8.5 The Department reserves the right to photograph any Event as part of on-going promotion/ marketing for the Venue. If the Hirer has any objection to this for the Event then the Hirer must register this in writing a minimum of 4 weeks before the Event(s).

9. CATERING

The Department will not provide catering services. If the Hirer wants to have catering provided whilst using the Venue they must notify the Department as soon as possible. The Department reserves the right to decline the Hirer's request (acting reasonably). The Department is not responsible to the Hirer nor any employees or invitees of the Hirer for the services provided by any caterer.

10. LICENSING

10.1 The Venue will maintain all necessary licences to enable its general use, but the Hirer must obtain any licences or permissions specific to the particular production being presented at the Venue.

10.2 No copyright dramatic or musical work shall be performed or sung without the licence of the copyright holder.

10.3 The Venue is not licensed for the sale of alcohol. If the Hirer wishes for alcohol to be offered or sold during the Event the Hirer shall comply with all applicable legislation, regulations or orders and in particular, shall comply with all licences, consents obtained to facilitate the same. The Hirer must notify the Department of any intention to offer or sell alcohol.

11. TECHNICAL

11.1 The Department is equipped with technical facilities that can be utilised to help deliver the Event subject to the Hirer's application. It is the Hirer's responsibility to provide details of all technical requirements and scheduling no later than two (2) weeks prior to the Event.

11.2 The Hirer's own equipment or the hire of equipment from other suppliers is only permitted with the Department's prior consent. Where the Department has approved the use of additional electrical equipment the Hirer must ensure this equipment meets all relevant health and safety legislation and requirements including obtaining relevant safety documentation for your event and equipment, e.g. Risk Assessments, Fire Safety, Portable Appliance, Lifting Gear, Pyrotechnic, CDM, LOLER, etc. and provide the Department with a copy of all relevant safety documentation.

11.4 The Department reserve the right to restrict the use of any item or activity if the Department deems it non-compliant or unsafe.

11.5 The Department are unable to guarantee requests for last minute changes or additional staff; it is the Hirer's responsibility to adhere to the abovementioned directives within the advised timescales. Additional changes that can be accommodated will be subject to additional costs which will be charged as Additional Charges.

12. HEALTH AND SAFETY

12.1 The Hirer must take all reasonable care for their own health and safety, and for the health and safety of others who may be affected by their actions, omissions or the use of equipment. The Hirer must comply and ensure persons working on their behalf act

in accordance with all relevant health and safety legislation and any measures implemented by the Department including but not limited to:

12.1.1 Familiarising themselves with the emergency exits within the Venue prior to the Event and follow the instructions given to them about the Venue. A copy of the Venue's health and safety and general housekeeping information can be provided on request.

12.1.2 Undertaking all necessary risk assessments for activities to be conducted at the Venue for the Event and shall provide these to the Department prior to the Event. Any control measures indicated in these risk assessments that must be supported by the Department must be identified in writing in advance of the Event.

12.1.3 The Hirer must comply with all guidelines relating to, in particular (but without limitation), power supply and lighting, fire safety precautions and precautions against damage that are supplied by the Department from time to time and which are relevant to the Venue or premises and the Department's Covid-19 guidelines

12.1.4 all electrical equipment/decoration supplied by third parties employed by the Hirer must be PAT tested and confirmed as acceptable to use by the Department.

12.1.5 the Hirer shall, where appropriate, inform the police, local fire and rescue authorities, local government bodies (including environmental health) of the Event taking place at the Venue and follow promptly any recommendations the Hirer may be given, and seek approval and supply evidence that this undertaking has been fulfilled to the Department.

12.2 The Department may enter any part of the Venue at any time during the Hire Period and terminate the Event if the Department's representative believes the health and safety standards including the Department's Covid-19 guidelines haven't been met and/or the safety of visitors or other persons is at risk. In such circumstances, the Department will not be responsible for any loss to the hirer, attendees, sub-contractors or other attendee's may suffer.

12.3 The Department reserves the right to insist on the immediate departure of any attendee from the Venue if the Department's representative considers that the conduct or behaviour of that person is unacceptable.

13. USE OF THE VENUE, ITS VENUES, INCLUDING THE GROUNDS AND EQUIPMENT, TEMPORARY INFRASTRUCTURES, AND EQUIPMENT

13.1 The Hirer shall be responsible for ensuring that smoking does not take place in the Venue including the use of e-cigarettes.

13.2 The Venue shall not be used for purposes which will involve, in the opinion of the Department or the Fire Officer, an increased risk of fire. Please speak with a member of staff if you require any further detail or advice.

13.3 The Hirer must not nor permit the following to be used or brought onto the Venue:

13.3.1 illegal substances, knives, guns and any other weapons; or

13.3.2 anything inflammable or explosive, indoor fireworks, chemicals, articles producing an offensive smell, steam or gas fired engines or similar products and the use of pyrotechnics is prohibited; or

13.3.3 no wax or powder material is to be placed on the floor of the hireable spaces.

13.4 If the Hirer wishes the Event to involve the use, provision or supply of, or the creating, making or constructing of any of the following or any similar work prior written consent of the Department must be sought at the time of booking and confirmed no later than six (6) weeks before the Event. All structures or fixings must be erected in accordance with Isle of Man safety standards and guidelines and to the satisfaction of Isle of Man Government's Health and Safety Advisory team as well the Department including but not limited to:

13.4.1 structures of any size, including temporary demountable structures such as stages, platforms, marquees, awnings, camera stands etc;

13.4.2 the provision of temporary services, such as electrical and data cabling installations;

13.4.3 anything that might affect the fabric of the building, the building services or any other part of the physical infrastructure of the Venue; or the use of building or construction contractors.

13.5 No scaffolding, bolts, nails, tacks, screws, adhesives, tape or other such fixing devices may be attached to the walls or fabric of any building, plant or fence without the prior written consent of the Department.

13.6 Except in the case of the permitted alterations, no equipment or structures of any kind may be erected on or attached to any part of the Venue or its contents nor may pegs, stakes or signs be driven into the ground for any reason without the express written permission of the Department.

13.7 Precautions must be taken to prevent damage to the grounds and all floors or floor coverings where applicable, for example:

13.7.1 Equipment may need rubber-tipped feet or suitable protective boards or floor covering and/or carpets to protect the floor underneath; and

13.7.2 The Hirer must source and provide suitable tracking or ground coverings in order to protect the grassed areas. The hirer will be held responsible for any reinstatement costs incurred for the grassed areas as a result of any damages sustained over the course of the event.

In all instances the Hirer is to comply with any instructions given by the Department representative in advance of the Event.

13.8 Furniture, paintings or other contents in or at the Venue may not be moved without agreement with the Department in advance or without consent of the Department and with a representative of the Department directly supervising during set up for the Event. The Hirer must supply contact details for any third party on site persons or suppliers which will be issued to the Department.

13.9 The Hirer shall make reasonable arrangements with the Department for the removal of any of its own or third party equipment, room dressing, personal items and/or significant refuse left in the Venue or event space at the conclusion of the Event.

13.10 At the end of the Hire Period the Hirer shall remove from the Venue anything which the Hirer has brought into the Venue for the purposes of or in connection with the Event and shall ensure that all rooms used are clean, undamaged and free from rubbish.

13.11 All left over items need to be packed up and be collected within 48 hours after the Event. The Department reserves the right to charge £50 (+VAT) per day for storage for items left over 48 hours within the Venue. The Department reserves the right to dispose accordingly of any items left over after 48 hours and charge £300 (+VAT) for the disposal.

14. LIABILITY

14.1 The Department has obtained insurance cover in respect of liability for individual claims against specified risks of accidental injury and accidental damage to the Venue or its contents including to third party property (not the Hirer's own or property in the custody of the Hirer). Please contact the Venue for further detail if required. The Hirer is responsible for making its own arrangements for the insurance of any excess loss. It is recommended that the Hirer obtains insurance cover in respect of all risks which may be incurred by the Hirer, arising out of the Event. If insurance cover is obtained, a copy of this must be submitted to the Department to be placed on file.

14.2 The restrictions on liability in this Clause 14 apply to every liability arising in connection with the Agreement including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.

14.3 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by the Department's negligence; and

(b) fraud or fraudulent misrepresentation by the Department.

14.4 The Department, its officers, employees and agents shall not be liable for:

(a) the death of, or any injury caused to, any person attending the Venue in connection with the Event;

(b) damage to, or loss of, any equipment, goods, articles or property brought to, or used at, the Event by the Hirer or any other person or organisation, except to the extent that such damage or theft arises from the negligence of the Department;

(c) any loss or damage sustained or inconvenience caused as a result of, or in any way arising out of cancellation or re-scheduling;

(d) any delay in performing or any failure to perform any of the Department obligations in relation to the Event if such delay or failure is due to any cause beyond the Department's reasonable control;

(e) loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and indirect or consequential loss.

14.5 The terms of any insurance or the amount of cover shall not relieve the Hirer of any liabilities under this Agreement.

15. INDEMNITY

15.1. The Hirer shall indemnify and hold harmless the Department, its officers, employees and agents in full from and against any claim:

(a) arising from the hire of the Venue in the event of any works required to repair any damage caused to the fabric of the Venue and arising in any way from the Event and arising out of the acts or omissions of the Hirer, its attendees, employees, agents or

contractors, save to the extent that any such claim arises as a result of the negligence of Department, its employees or agents;

(b) arising from the hire in the event of any other claims, actions, damages, liabilities, fines, costs (including professional fees) or expenses arising in any way from the Event and arising out of the acts or omissions of the Hirer, its attendees, employees, agents or contractors, save to the extent that any such claim arises as a result of the negligence of Department, its employees or agents;

(c) for duty, tax, royalty or copyright fee payable in respect of any entertainment given during the Hire Period and of an infringement of copyright which may occur. Showing videos and DVD films for public performances requires permission from the owner. It is the Hirer's responsibility to ensure this permission has been obtained. The Hirer has a responsibility to observe the rights of the Performing Rights Society Ltd (PRSL).

16. GENERAL

16.1 Subject to compliance with this Agreement, the Department grants the Hirer a right for the Hire Period to enter the Venue and use the Venue for the Event. The Hirer acknowledges that:

(a) the Hirer shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the Department and Hirer by this Agreement; and

(b) the Department retains control, possession and management of the Venue and the Hirer has no right to exclude the Department from the Venue. The Department reserves the right to enter the Venue at all times during the Hire Period.

16.2 No variation to the Agreement shall be effective unless agreed in writing and signed on behalf of Department and the Hirer. Changes requested by the Hirer to a facility layout, equipment or related service requirements, date or time for a booking or any other change to the booking details held on the Department's system may incur a charge to cover administration costs at the discretion of the Department.

16.3 These terms and conditions may be revised, amended or changed by the Department from time to time without prior notification. However, in the case of agreements which have already been made and signed by the Department, and where the Department wants to amend the private hire terms and conditions applicable to an agreement, the Department will provide notice to the Hirer with 28 days' notice of the change. The Hirer may object to the change by serving written notice on the Department within 10 (ten) days of the Department's notice of the change, otherwise the change shall be deemed accepted by the Hirer. Where the Hirer has served a notice of objection the

Department and the Hirer shall endeavour to agree on the change in the context of the particular agreement.

16.4 This Agreement shall be governed by and construed in accordance with Isle of Man Law and the parties consent to the jurisdiction of the Courts of the Isle of Man in all matters affecting this Agreement.

16.5 If any provision of the Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Agreement, the parties shall immediately commence negotiations in good faith to remedy the invalidity.

16.6 The parties to the Agreement are the Department and the Hirer. The Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any term of the Agreement.

16.7 In the case of any discrepancy among these documents the Invoice shall prevail.

16.8 By returning the signed Venue Hire Form the Hirer is accepting the hire terms and conditions for the hire of the Venue.

17. ASSIGNMENT

The benefit of this Agreement is personal to the Hirer and shall not be assigned, sub-contracted or disposed of in any way without the written permission of the Department.

18. BRIBERY

18.1 No gifts or gratuities are to be offered to or accepted by the Department's employees or its agents before, during or after the Event.

18.2 The Hirer shall not, in relation to this Agreement, request, offer, promise, agree to receive, accept or give a financial or other advantage to any person intended to induce that person to perform a function or activity improperly or to reward any person for the improper performance of a function or activity, or where it is known that the acceptance of the advantage would itself constitute the improper performance of a function or activity. The attention of the Hirer is drawn to the criminal offences under the Bribery Act 2013.

19. FREEDOM OF INFORMATION

19.1 The Department reserves the right to disclose information including details of contractual documentation, processes, prices, performances and outcomes to meet legal requirements (in particular statutory requirements pursuant to the Freedom of Information Act 2015 ("**FOIA**")). The Department shall take reasonable steps to notify the Hirer to the extent that it is permissible and reasonably practical for it to do so before a disclosure but is under no obligation to consult or obtain consent from the Hirer.

19.2 The Department shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and the Hirer shall provide all necessary assistance and cooperation as reasonably requested by the Department to enable the Department to comply with its obligations under the FOIA.

20. DATA PROTECTION

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including (i) the Data Protection Act 2018 and any other regulation relating to data protection and privacy (for so long as and to the extent that the law of the European Union has legal effect in the Isle of Man).

21. PUBLICITY AND MEDIA

The Department reserves the right to use the Hirer's name and photographs and or video of Event in its promotional material, including online and on social media, If the Hirer has any objection to this for the Event then the Hirer must register this in writing a minimum of 4 weeks before the Event(s).