

PART 2: TERMS AND CONDITIONS**1. RIGHTS GRANTED**

In consideration of your complying with your obligations under this Agreement the Council hereby grants to you the right and licence to enter upon and use the Site and the Space during the Hire Period for the purposes only of the Event.

2. PROVISIONAL BOOKINGS, CONFIRMATION, DEPOSIT AND PAYMENT

- 2.1 The Deposit is payable to the Council on the signing of this Agreement and, subject to Clause 5.1, is non-refundable. A signed copy of this Agreement together with the Deposit shall be returned to the Council by such date as set out in Part 1 of this Agreement. Your booking will be treated as provisional until you return a signed copy of this Agreement and the Deposit and if the Agreement and Deposit are not returned by the specified date, the Council will cancel your booking.
- 2.2 If another booking has been requested for the same date(s) before your booking has been confirmed, you will be asked to confirm your booking and pay the Deposit within 48 hours. If the Deposit and signed Agreement are not received within this period, the Council will cancel your booking.
- 2.3 The balance of the Hire Fee must be paid on or before the Payment Date or at least 28 days prior to the Event, whichever is earlier. Where a booking is made less than 6 weeks in advance or is less than £200, the Hire Fee must be paid in full on the signing of this Agreement.
- 2.4 You shall in addition pay to the Council such sums as the Council invoices you following the Event in respect of any other additional charges attributable to the Event (including in particular for Extra Services requested by you (see No. 9 in Part 1) and confirmed in writing by the Council and for rectification of any damage to the Site or its contents). Such payment must be made within 30 days of receipt by you of the invoice.
- 2.5 If the Council determines prior to the Event that a Damage Deposit is required you shall deposit with the Council the sum notified to you by the Council as the Damage Deposit and hereby authorise the Council to deduct such sum from the Damage Deposit as shall be required to make good any damage howsoever caused to the Site as a result of the Event. Following the Event, the Council shall return the balance of the Damage Deposit to you provided it is satisfied that any damage has been made good. Normally cash and cheque payments take 3-4 weeks after the event to be returned to you and credit card payments are processed 7-10 days after the event.
- 2.6 All payments are exclusive of Value Added Tax, which is payable (where relevant) by you.

3. EVENT PLANNING AND PUBLICITY

3.1 Before the Event you must :

- (a) Ensure that you have arranged and attended adequate meetings with the Council Representative at least four (4) weeks prior to the Hire Period. This is to finalise all plans for your Event. This includes but is not limited to timings, planned provision of alcohol, seating arrangements and furniture requirements.
- (b) Ensure that you have disclosed and discussed all proposed arrangements for the Event with the Council Representative in accordance with clause 3.1 (a) and that you have complied with their directions in relation to the same, including directions relating to a security risk assessment.
- (c) Ensure that any security guards deemed by the Council Representative to be necessary are registered Door Supervisors and can present their SIA licence/number for verification.
- (d) Ensure that any security guards are clearly displaying their identification badges during the Event;
- (e) Obtain written consent from the Council Representative to any admission arrangements or charges whether by ticket or otherwise;
- (f) Be responsible for the identification and notification to the Council in writing of any special factors or associated risks in relation to the Event;
- (g) Obtain written consent from the Council Representative for any selling of goods; broadcast/transmission of any means or any recording of any event.
- (h) You must pay any taxes or royalties chargeable or payable for an event at which entertainment is provided.
 - a. Performing Rights Society (PRS) – Oxford City Council holds a PRS license for Oxford Town Hall. If any copyright music is performed at your event, you must list all music performed on the form which will be provided upon request. This form must be returned within 7 days of your event.
 - b. Phonographic Performance Limited (PPL) – Oxford City Council holds a licence for the playing of sound recordings.
 - c. Foreign Entertainers Unit (FEU) is payable by the client. If a valid FEU form is not received and tickets have been sold by Oxford Town Hall then 20% of the total sales will be withheld until FEU form is produced.

3.2 All press releases and other press material relating to the Event, any proposed advertising or other publicity or promotional material must not be published without prior written approval from the Council Representative.

3.3 Fly posting in connection with your event is prohibited and if undertaken, could result in refusal of future bookings. Any costs to the Council involved in the removal of fly posting notices may be passed on to the hirer.

4. USE OF THE SITE

4.1 You agree and undertake as follows:

- (a) to comply with this Agreement and to ensure that all persons attending the Event comply with the terms and conditions of this Agreement;
- (b) that the Site shall only be used for the purpose of the Event and that you shall at all times take every reasonable care to ensure the proper and careful use of the Site;
- (c) that the Site is at all times maintained in a clean, safe and tidy condition
- (d) that you or your suppliers will remove all litter and equipment by the end of the Hire Period and that the Site is reinstated to its former condition;
- (e) not to enter other areas of the Site other than the Space, or property surrounding the Site or allow your staff, sub-contractors or visitors to the Event to access such areas, except as advised by the Council Representative
- (f) Subject to Clause 4.1 (g) below, to use the Council's accredited suppliers for all catering and cash bar services and any other service required, as specified by the Council Representative for the Event. If use of any of the Council's inbuilt technical equipment is required, it is necessary to book a professional technician. You must provide full details (including contact details) of all suppliers (including family members or friends acting as suppliers) to the Council Representative at least or 6 weeks in advance of the Hire Period.
- (g) that the supply to you of all catering and bar services at the Event is a matter entirely between you and the caterer and/or bar service provider selected by you under the provisions of Clause 4.1 (f), with whom you are responsible for making all necessary arrangements. Under no circumstances shall the Council be liable for any act, default or omission of the caterer and/or bar service provider selected by you.
- (h) to comply with all instructions of the Council Representative and, while the Event is in progress, from any member of the Council's staff. The Council Representative will assume full control and responsibility for the Council's procedures, including those relating to security, health and safety, fire, bomb alerts and evacuations.
- (i) to ensure that no person including your suppliers:
 - breaches the terms of the Premises Licence held by the Site as set out in Part 3 of this Agreement, particularly in relation to capacity of rooms.
 - fixes anything to the structure, fixtures and fittings or any of the contents of the Site; or
 - marks, soils or damages the structure, fixtures and fittings, and contents of the Site; or
 - paints or constructs (save by way of the erection of prefabricated components approved by the Councils Representative) any object or structure inside the Site; or
 - touches or tampers with any gas, electrical or water installations at the Site without the Council Representative's consent;

- (j). to ensure that all access routes, internal and external exits, corridors and fire exit and other signs are kept clear and free from obstruction and that fire appliances are not removed or tampered with. The Council Representative or any Council employee shall have the right to move any person or remove anything obstructing the routes, exits and corridors;
 - (k) not later than the end of the Hire Period, to remove from the Site anything which has been brought onto the Site (other than by the Council) for the purposes of or in connection with the Event and to bring any damage to the Council Representative's attention. If, in the opinion of the Council's Representative, you have failed to comply with these requirements the Council may, at your expense, do all that is necessary to comply with the said requirements including using any Damage Deposit towards any repair and reinstatement costs.
 - (l) that you are responsible for the conduct and behaviour of your guests and/or persons attending the Event. If the Council's Representative considers that a person's conduct or behaviour is unacceptable, the Council may insist on the immediate removal of that person;
 - (m) to ensure that you and any agent, guest or other person involved with the Event do not do or omit to do any act or thing which may affect or damage the reputation of the Council or which may cause nuisance or annoyance to occupiers of properties adjacent to the Site.
- 4.2 If the Council requires, your named representative must be on the Site at all times during the setup, running and dismantling of the Event to supervise all suppliers and must not leave the site until the suppliers and persons attending the Event leave. Your representative must have complete authority to ensure compliance by the suppliers with this Agreement and the Council's requirements.
- 4.3 The Council is responsible for all Health and Safety matters at the Event. The Council reserves the right to limit access if the Council's Representative believes the venue is becoming overcrowded.
- 4.4 Any child (under 16 years of age) that is attending the Event must be under the care and supervision of its parent or a responsible adult at all times. Council staff cannot accept responsibility for supervision of children.
- 4.5 The Council Representative and the Council staff may enter any part of the Site at any time during the Hire Period. The Council Representative may interrupt or terminate the Event at any time if he believes that the Site's contents/structure are at any risk of damage or if the safety of people at the Site is or is about to be jeopardised or put at risk. In such circumstances, the Council will not be responsible for any loss you, your suppliers, your guests or other visitors may suffer.
- 4.6 The Council accepts no responsibility for any items or articles brought to the Site by you or any guest or for any item or articles left at the Site following the conclusion of the Event. The Council shall have the right to remove and discard anything left at the Site after the Hire Period has ended.

5. CANCELLATION and TERMINATION

- 5.1 You may cancel a booking by giving the Council notice in writing. The Council reserves the right to enforce the following cancellation charges:
- More than 6 months in advance – full refund of all monies paid; and
 - 6 months – 2 months – retain the deposit (50% of Hire fee); and
 - where you cancel the Event less than two months' in advance, to retain or charge you the balance of the Hire Fee.
- 5.2 The Council shall be entitled to terminate this Agreement forthwith by notice in writing without prejudice to its other remedies and, for the avoidance of doubt, without any obligation to return any sums paid by you, if:
- (a) you are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the same within 7 days (or such other time as is notified to you by the Council Representative) of a notice from the Council requiring it to be remedied; or
 - (b) you cease to trade or carry on business or are unable to pay your debts or become insolvent or go into liquidation or receivership or administrative receivership or are wound up for any reason.
 - (c) You omit or give false or misleading information about the nature of your Event.
- 5.3 The Council reserves the right to refuse or cancel an Event on the grounds of national security, public safety, the prevention of crime or disorder, the economic wellbeing of the community, the protection of health or morals, the protection of rights and freedoms of others, or any other grounds in its absolute discretion. The Council shall not be liable for any loss or damage whatsoever suffered by you as a result of cancellation of the Event.
- 5.4 The Council may (without prejudice to its rights and remedies in respect of any prior breach of this Agreement) terminate this Agreement forthwith at any time by notice to that effect to you and in that event the Council shall, unless you have breached any of the terms of this Agreement, return all sums paid by you for the hire of the Site but you and other persons attending the Event shall have no further claim whatsoever against the Council in respect of the cancellation of this Agreement. The Council may not exercise its rights under this clause unreasonably.
- 5.5 The Council shall not be liable for any delay in performance or breach of this Agreement due to any event beyond its control including (but not limited to) fire, flood, storm, extreme weather, strike, electrical failure, Act of God, explosion, war, terrorist activity, Royal demise or other Royal ceremony and acts of governmental or parliamentary authority, including elections. The Council shall give notice forthwith to you upon becoming aware of such an event and will endeavour to agree an alternative date with you. If this is not possible the Council will return all sums paid by you for the hire of the Site but will not otherwise be liable for any other loss, expenses or charge incurred by you as a result of the cancellation.

6. LIABILITY, INDEMNITY AND INSURANCE

- 6.1 You shall remain responsible for any losses suffered or incurred by the Council as a result of the Event or arising out of the use of the Site by you, your employees, suppliers or guests or out of any breaches by you of your

obligations under this Agreement to the extent that these are not recoverable under any policy effecting such cover or to the extent that they exceed any limit on the policies.

- 6.2 Except in respect of death or personal injury caused by the Council's negligence, the Council excludes liability to the fullest extent permitted by law for any direct and indirect loss or damage suffered by you or any person attending the Event or any other person involved directly or indirectly with the Event which arises out of or in connection with the use of the Site for the Event.
- 6.3 It is your responsibility to ensure that your caterers, lighting, audio visual and production suppliers maintain adequate insurance cover in respect of the Event. The Council's requires minimum public liability cover of £5million for these suppliers.

7. GENERAL

- 7.1 Each party agrees to keep confidential all information obtained from the other about this Agreement and further agree to use such information only for the purposes of this Agreement.
- 7.2 No amendment or variation of this Agreement shall be effective unless in writing and signed by the duly authorised representatives of the parties.
- 7.3 You may not assign, sub-contract or transfer this Agreement or any of your rights or obligations without the prior written consent of the Council. In the event of the Council granting its consent to any sub-contractors you shall remain fully responsible for the acts and omissions of such sub-contractors.
- 7.4 This Agreement supersedes all prior agreements, representations, arrangements and undertakings between the parties in relation to the hire of the Site and constitutes the entire agreement between the parties relating to the Event. Provided that nothing in this clause shall operate to exclude or limit liability for fraudulent misrepresentation.
- 7.5 Data Protection – the Council holds information on its customers on its computer system and paper files. Please write to the Commercial Events Manager if you would like to arrange to see the information the Council holds on you. In limited circumstances, the Council may need to pass on your details to third parties. The Council shall process your information in accordance with the Data Protection Act 1998.
- 7.6 No terms of this Agreement will be enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 7.7 This Agreement shall be governed by and interpreted in accordance with English law.

Part 3 - Additional Conditions applicable to the Site

- 1 Premise Licence
Detailed below are the main site operating conditions in relation to supply of alcohol and the provision of live and recorded music.
 - No glassware or drinks can be taken beyond the 1st floor Main Foyer. Strictly no glassware or drinks can be taken outside the building.
 - All amplified music must not cause disturbance to other users of the building and must not exceed 100db.
 - Timings: All service of alcohol should cease 30mins prior to the end of event (excluding breakdown time). The latest time this can be is 11.30pm (11pm on Sundays). All entertainment must cease by 12Midnight.
 - One SIA Door Supervisor/100 guests shall be on the premise when any Event involving any licensable activities is taking place with the need for further internal and external security/stewards to be determined by risk assessment. The Door Supervisor must remain on site until 30mins after the last sale of alcohol.
 - Oxford City Council staff reserve the right to refuse admittance or re-admittance after 10pm.

2. You must ensure there is no damage to any part of the Site and that your event is planned and executed in a safe manner. The Council must be consulted at the earliest possible stage in the planning of an Event about any risk of damage, and you must comply at your own cost with any instructions the Council gives or conditions it lays down to prevent damage. In particular:
 - (a) No equipment, fabric or structures of any kind may be erected on or attached to any part of the Site and/or Space or its contents without the express written permission of the Council. You must not drive any nails, tacks, drawing pins, screws or similar into the walls, doors, floors, woodwork or any part of the structure, nor use adhesive tape, blue or white tack to fix items to the floors or walls. Lightweight draping can only be attached using existing hooks (not weighting rated).
 - (b) Furniture and/or equipment should not be rearranged without prior permission. Please contact your Council Representative who will arrange for any layout changes to be made.
 - (c) In accordance with English law, smoking is not permitted in any area of the Site. Naked flames and candles are NOT permitted in any rooms, whether lit or not. (Battery operated candles are a suitable alternative).
 - (d) No gas filled balloons for any purpose, i.e helium balloons.
 - (e) Indoor fireworks and smoke/haze machines are not permitted.
 - (f) No animals, except assistance dogs are permitted within the building.
 - (g) No confetti or similar substances may be used at any event within the building. This includes confetti cannons and glitter/sprinkles.
 - (h) No gas/air cylinders of any type are permitted on the premises without

prior written agreement from your Council Representative. You must give at least 28 days' notice in writing of any such requests.

- (i) The use of the stage is restricted to performers only unless a comprehensive risk assessment is provided.
- (j) Due to the complex nature of this Grade 2* Listed Building, you are required to inform your Oxford Council Representative, not less than 7 days prior to your event, of any attendees with mobility problems. If you anticipate large numbers of attendees (greater than 1% of the rooms capacity), you must discuss this with your Council Representative. Note the balconies in the Main Hall, Court Room and Council Chamber are not accessible to persons in wheelchairs.
- (k) Induction loop systems are available in the Main Hall, Assembly Hall, Old Library, Council Chamber, Plowman Room and St Aldates room but only in conjunction with the in-house public address/conference system which must be booked if the induction loop is required.

3. Suppliers

While on the site, your suppliers must abide by the following restrictions in addition to those listed above. It is your responsibility to ensure that your suppliers are aware of these restrictions and abide by them.

All lighting and production companies must provide evidence of valid **£5million Public Liability Insurance** and a risk assessment for working in the venue. The suppliers should provide this certification and paperwork to the Event Manager not less than 6 weeks prior to the event.

Caterers

Oxford City Council has carefully selected a range of caterers who cover a range of catering types and budgets. Please ask your Council Representative for a copy of the full list of Accredited Caterers. You **must** choose one of those for all your catering requirements.

- The kitchen at Oxford Town Hall is intended for reheating / warming pre-prepared food rather than cooking from raw ingredients. It is the responsibility of your caterer to visit the kitchen and assess the equipment facilities available. The Council will not accept liability for any lack of facilities if the caterer has not visited the Venue beforehand. Current equipment (April 13) available for use is: 2 electric ovens, 2 large gas ovens, 12 gas hobs, gas grill, hot cupboard, microwave and access to refrigeration.
- If your caterer is selling alcohol, they are required to have a Personal Licence Holder present for the duration of service.
- Caterers are required to provide a hot meal for the Council Representative on duty for any events past 7pm.

Entertainment, Lighting and Production Suppliers

(inc DJ's, live bands, decoration companies, Audio Visual suppliers etc)

- Smoke machines, confetti machines and indoor fire-works are banned in all Sites as they are liable to set off the fire alarm system.
- All electrical equipment must be PAT tested and staff may ask to see a Certificate/sticker proving this.

- There are three 3-phase outlets available in the Main Hall. Fourteen days notice must be given if these are required. You must supply your own connector and only one outlet may be used at any one time.
 - All fire exits and passageways must be kept clear of equipment, trailing leads and furniture. Suppliers will be asked to remove any such items if they are causing an obstruction. For advice regarding the arrangement of equipment please ask the Council Representative.
 - In the event of a fire or emergency requiring the evacuation of the premises the DJ or Band will be asked to turn the music off immediately. It is vitally important for everyone's safety that this is complied with as a full evacuation can take some time.
 - It is your responsibility to ensure that all fabrics are adequately fire retardant.
3. You must ensure that no electrical equipment is used in such a way as to damage or otherwise interfere with the Council's electrical installations. Where Oxford City Council has equipment plugged into sockets, it must not be removed, even momentarily.
 4. **Child Protection**
Any adults who are being left in charge of children (under 18yrs olds) without the supervision of their parents should have a valid DBS (formally CRB) check in place. It is the responsibility of the Client to ensure this has been seen prior to the event commencing. Oxford City Council accepts no responsibility should any issues result if a client fails to conduct this check.
 5. **Internet Access**
Free wifi is available in the Town Hall. It is your responsibility for checking the connection prior to your event. Internet access is governed by Oxford City Council regulations.
 6. **CCTV**
A CCTV system operates within the Town Hall for safety and security purposes. It operates and records 24 hours a day. Any queries regarding the system should be addressed to the Facilities Management Team Leader.

VEHICLE PARKING, LOADING AND UNLOADING

There is no parking available on site.

- No vehicle may wait outside the Town Hall in St Aldate's for the purpose of loading or unloading from 7.30 a.m. to 9.30 a.m. and 4.00 p.m. to 6.30p.m. 7 days per week.
- For loading and unloading during this time frame and also for use by several vehicles Blue Boar Street is advised. Stewards would be recommended in this instance. Please ask the Town Hall Event Management Team for further information.
- For staff and guest parking, Westgate multi-storey public car park is within a 10 minute walking distance of the Town Hall.

The Licensing Act 2003

An explanation for our clients

We are delighted that you have chosen to celebrate your special event at Oxford Town Hall. We are extremely keen to ensure that your event runs smoothly and that all your guests have a good time.

Whilst we understand that the supply of alcohol and entertainment are important parts of any event may we politely take this opportunity to draw your attention to the terms and conditions of our premises licence under which we are permitted to serve alcohol and relevant Council policy.

As a Licensed Premises under the Licensing Act 2003, we take our responsibilities seriously and must adhere strictly to the conditions laid down in the licence. There are conditions set regarding the finishing time for licensable activity and we must ensure that music does not cause any disturbance to our neighbours.

Additionally you must disclose to your Council Representative full details of all alcohol to be served or sold at the event and the precise type of entertainment to be provided not less than 4 weeks prior to the event.

If you wish to sell alcohol at your event, you must purchase your wines and alcoholic beverages from one of our Accredited Bar Suppliers or Caterers. They will assume responsibility for the service and management of alcohol for the event and should ensure they have a Personal Licence Holder on site for the duration of the alcohol service. The Council cannot take responsibility for the delivery, storage or collection of your beverages. This should be arranged with your chosen caterer/supplier. Even if you are not selling alcohol, they will make arrangements for a Personal License Holder to be present at your event to oversee all service of alcohol. When a caterer is providing/serving the alcohol, the Council will require them to have a Personal Licence Holder present during its service.

As a licensed premise, we are obliged to ensure that the events we host do not cause a public nuisance, interfere with public safety or cause any crime and disorder. To address this we will ensure that a risk assessment is undertaken and, if necessary, the Council Representative will advise you that you will be required to source security for your event. All security guards must be SIA registered and have their badge on their person when they arrive to work at the event.

The Licensing Act 2003 stipulates that we have an obligation to ensure that children are protected from harm. The Act states:

- a) It is an offence for a person under 18 to consume alcohol on licensed premises.
- b) It is an offence for a member of staff at the premises to knowingly allow children to consume alcohol.

There is one exception to this: a 16 or 17 year old is allowed to drink beer, wine or cider with a table meal provided that an adult purchases the drink. An adult must accompany the 16 or 17 year old(s) at the table meal. That said, they can not continue to consume alcohol once they have completed their meal.

To ensure our obligations are met Council staff or any of the approved suppliers who suspects anyone of underage drinking or adults supplying children with alcohol will notify the Council Representative and appropriate action will be taken.

Additionally, if the Council or the approved suppliers have reason to suspect a guest has consumed an excessive amount of alcohol and is danger of harming themselves, others and/or the building, service of alcohol will be refused to the individual.

Please may we also remind you of the following clause in your contract:

Under Section 4 – Use of the site

4.1 (k) You are responsible for the conduct and behaviour of your guests and/or persons attending the Event. If the Council's Representative considers that a person's conduct or behaviour is unacceptable, the Council may insist on the immediate removal of that person.

Thank you for your patience in reading this. Please understand that we are duty bound to adhering to the licensing conditions whilst simultaneously protecting the property and ultimately ensuring that you, your families and your guests remain safe and have an outstanding and memorable time here.

Please contact the Council Representative at the site if you have any queries.