

CHW Standard Terms and Conditions

SSY (St Saviourgate York) is a trading name of CHW Ltd

Part A – Definitions

In this Agreement the following definitions apply:

“Agreement”	means the Contract, Event Order, Venue Rules, these Standard Terms and Conditions and any Addendum or variation which each Party has agreed to;
“Contract”	means the event booking form containing minimum costs and preliminary operational details, to which these Standard Terms and Conditions and the Venue Rules are attached, setting out a summary of the commercial terms on which CHW agrees to provide Space and Services to the Hirer;
“Building”	means Central Methodist Church, St Saviourgate, York, YO1 8NQ;
“Business Day”	means any day other than Saturday, Sunday or a public holiday in England;
“CHW”	means Central Hall Westminster Limited;
“Claim”	has the meaning specified in paragraph 5.4 of Part E of these Standard Terms and Conditions;
“DPA”	includes the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426); each as amended; and any laws or regulations relating to personal data or privacy;
“Event”	means the event to be held by the Hirer at the Space as specified on the Contract;
“Event Order”	means the working document containing all costs and operational details relating to the event, the final version of which will be signed by the Hirer and will form the basis for invoicing and operational delivery by CHW. Any additions during the Hire Period will be signed for by the Hirer and invoiced; accordingly,
“Expert”	has the meaning specified in paragraph 4.3 of Part E of these Standard Terms and Conditions;
“Hirer”	means the person or business to whom CHW agrees to provide the Services and who is duly authorised to enter into this Agreement;
“Hire Fee”	means the fees due from the Hirer in respect of the Space and Services as specified on the Contract. The Space and Services may be sold on a bespoke basis or as a Package, and will be subject to a minimum spend which will form the initial contract value, and which may be increased as otherwise agreed following subsequent discussions;
“Hire Period”	means the period of time during which CHW agrees to hire the Space to the Hirer as specified in the Contract;
“Hire Purpose(s)”	means those purpose(s) for which CHW agrees to hire the Space to the Hirer as specified in the Contract;
“Intellectual Property Rights”	means all intellectual and industrial property rights including patents, know-how, registered trademarks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, service marks, trade, business and domain names, rights in goodwill or to prevent passing off for unfair competition and copyright, database rights, topography rights and any other rights in any invention, discovery or process, in each case whether registered or unregistered and all similar or equivalent rights or forms of protection in any part of the world, together with and including all applications and all renewals and extensions thereof;
“Methodist Church”	means the owner of the Building from which CHW leases the Spaces;
“Package”	means a combination of Space and Services which have been created for sale by CHW;
“Parties”	means the parties to this Agreement and “Party” will be construed accordingly
“Services”	the Services to be provided to the Hirer by CHW in addition to the ‘Space’, including Catering, AV/Production, IT and Miscellaneous Business Services as specified in the Contract, or as otherwise agreed in writing by CHW;
“SSY”	means Saint Saviourgate York, and is a trading name of CHW Ltd
“Space”	means the area(s) at the Building which CHW agrees to hire to the Hirer as specified in the Contract;
“Third Party Supplier”	means any supplier to CHW;
“Venue Rules”	means the rules of use of the Space and areas of the Building the Hirer is permitted to access as amended from time to time and notified;

PART B – BASIS OF OCCUPATION OF THE SPACE

1. Application of these Conditions

- 1.1. These Terms and Conditions apply to and form part of the Agreement between CHW and the Hirer. They supersede any previously issued terms and conditions of purchase or supply.
- 1.2. These Terms and Conditions apply to the Agreement to the exclusion of any other terms that the Hirer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.3. Each request to confirm a Space for hire made by the Hirer to CHW shall be an offer to hire the Space and purchase Services subject to these Terms and Conditions.

- 1.4. The Hirer and their Event may be subject to pre-approval questions to ensure there is no conflict with Methodist Church ethics. CHW reserves the right, at its sole discretion, to decline to enter into an Agreement if the answers to the pre-approval questions cause any concern.
- 1.5. The request to hire shall only be deemed to be accepted when the pre-approval questions have been satisfactorily answered, the Contract is signed by both the Hirer and CHW, and the required deposit is received into CHW's bank account. At this time CHW will return a countersigned copy of the Agreement to the Hirer.
- 1.6. Until such time the booking will be held provisionally by CHW and CHW reserves the right to stop holding the space. Should CHW receive an enquiry from another Party to hire the same Space, the Hirer will be given two (2) Business Days' notice to return the Agreement and pay the deposit.
- 1.7. The Agreement will be binding once the signed Agreement and the initial deposit have been received by CHW from the Hirer; after which time the Cancellation Terms will apply as outlined in Part D2 and Part D3.
- 1.8. Any quotation given by CHW does not constitute an offer.
- 1.9. CHW reserves the right to run a credit check on the client at any time and the client expressly agrees to CHW running these credit checks.

2. The Hirer shall:

- 2.1. occupy the Space as a licensee for the Hire Period and no relationship of landlord and tenant is created between CHW and the Hirer by this Agreement;
- 2.2. without prejudice to any other rights under this Agreement, CHW shall be entitled at any time on giving not less than five (5) Business Days' notice to require the Hirer to transfer to comparable space elsewhere within the Building and the Hirer shall comply with such requirement;
- 2.3. comply with any rules or instructions CHW may provide from time to time and/or separate terms and conditions which may apply to the Services, and in the event of a conflict between the provisions of this Agreement and any such rules or instructions or terms and conditions, the provisions of this Agreement shall prevail;
- 2.4. comply with and ensure its employees, contractors, exhibitors, performers and attendees comply with the terms of the Agreement;
- 2.5. ensure that the stated capacity of the Space is not exceeded at any point;
- 2.6. use the Space only for the Hire Purpose;
- 2.7. not do anything which may invalidate any insurance maintained by CHW or the Methodist Church, which may increase any insurance premium thereof;
- 2.8. comply with all applicable laws, regulations, orders, statutory instruments including any requirements of the Health and Safety Executive and Local Authority;
- 2.9. ensure that no temporary installation work commences in the Space until written approval of the plans including appropriate risk assessments and method statements, has been given by CHW;
- 2.10. submit for the approval of CHW, where applicable, a draft programme for the Event not later than nine (9) weeks prior to the start of the Hire Period;
- 2.11. maintain the Space in good order and repair, and ensure that the same is kept safe and without risk to health or property;
- 2.12. ensure that it and its exhibitors, contractors and other representatives carry out a full risk assessment of the Event and;
- 2.13. not commit or permit any act which may conflict or be incompatible with CHW's ownership of the Space;
- 2.14. ensure an authorised named representative of the Hirer, with full power to act on behalf of the Hirer, shall, at all times during the Hire Period, be available for consultation with an authorised representative of CHW;
- 2.15. submit all publicity material, entrance passes, ticket samples or any other material it intends to produce in connection with the Event to CHW for written approval prior to distribution (this includes invitations, PR statements and web announcements);
- 2.16. ensure that the Event takes place during the Hire Period and ensure that all exhibitors and other persons have left the Space not later than the end of the Hire Period; requests to extend the Hire Period should be made at the earliest opportunity and charges will apply;
- 2.17. where required by CHW engage a sufficient number of contractors (in the opinion of CHW) for the Event to deal with provision of the following services:
 - 2.17.1. Medical and first aid;
 - 2.17.2. health & safety and fire wardens; and
 - 2.17.3. Front of House Stewards/Ushers in the ratio of 1 per 50 guests attending
- 2.18. procure that any contractors appointed in accordance with paragraph 2.17 of this Part B comply with this Agreement.
- 2.19. ensure all contractors appointed in accordance with paragraph 2.17 of this Part B are approved in writing by CHW before their engagement (a list of pre-approved contractors can be provided by CHW on request);
- 2.20. be responsible for the payment of all royalties or any other sums due to any party in connection with any exhibition or performance which they are presenting.
- 2.21. shall provide a Risk Assessment and a Health and Safety Policy and a copy of the relevant insurance cover for all equipment, acts and entertainment, not provided for by CHW, for their intended use and or other documents relating to the activities of their Event no later than ten (10) Business Days' prior to the Event;
- 2.22. shall ensure that the onsite Hirer's representative(s) has read the CHW evacuation policy and procedure and shall use reasonable endeavours to ensure that the attendees have read the CHW evacuation policy and procedure which is displayed in each room.
- 2.23. In conjunction with CHW's pre-approval questions, obtain permission from CHW for any sponsor associated with the event held at CHW whether this sponsor is known before or after the signing of the Contract.
- 2.24. take reasonable steps, including any directed by CHW, to ensure that the Event does not adversely impact any other event or activities taking place in the Building.

3. Filming, Photography and other Recordings

- 3.1. Any form of recording of an Event by or on behalf of any person shall be subject to the prior written approval of CHW.
- 3.2. If CHW gives permission under paragraph 3.1 the Hirer shall not, and shall also ensure, that those participating in the filming of any Event in the Building shall not invite or allow any person not directly involved with its filming or broadcast into the Building without the prior written consent of CHW. This includes any member of the media other than those directly involved in such production or filming.
- 3.3. As soon as reasonably practicable after the Event, the Hirer shall arrange for copies of all film, photographs and other recordings taken to be supplied to CHW at the Hirer's expense and to ensure that all necessary consents are obtained or given for CHW to utilise all or any such photographs, film or other recording for such purposes as CHW may reasonably require from the Hirer and any other third party that may own the copyright or other Intellectual Property Rights therein.

4. Insurance

- 4.1. The Hirer shall procure, and maintain in full force and effect at its own cost, a comprehensive general liability or events specific insurance policy or policies with public liability, personal injury liability, contractual liability and complete operations liability insurance endorsements protecting both CHW (up to £5m) and the Hirer and their officers and employees arising out of the Hirer's performance of its obligations under this Agreement, and/or the Hirer's negligence in respect of:
 - 4.1.1. all risks arising by reason of the Hirer admitting any person(s), whether its employees, attendees or otherwise, into the Space;
 - 4.1.2. all risks of loss, damage or injury to any third party or their property arising out of the Hirer's presence in the Space;
 - 4.1.3. any damage to any property of CHW; and
 - 4.1.4. any liability of the Hirer to CHW under or in respect of this Agreement.

- 4.2. Any policy taken out by the Hirer to comply with this paragraph 4 shall be taken out with an insurer of good standing approved by CHW, such approval not to be unreasonably withheld, and shall name CHW as an additional insured and include non-avoidance provisions so that no act or omission by the Hirer shall prejudice any right of CHW to recover under such policy.
- 4.3. Upon CHW's request, the Hirer shall provide to CHW evidence of insurance, proof of payment and a copy of the last premium receipt. The Hirer shall notify CHW immediately of any change in the insurance.

5. Alteration to the Space

CHW may alter the Space, (in its sole discretion) and accepts no liability whatsoever in respect of any consequences arising from such alteration. If CHW does so, it shall endeavour to give the Hirer at least three (3) months' notice of any work to be carried out.

PART C –SPACE, SERVICES AND CHARGES

1. Space

- 1.1 The Hirer shall hire the Space and shall pay a Hire Fee as outlined in the Contract.
- 1.2 The Event shall be subject to a minimum number of guests for the Space and a minimum catering spend per guest; the detail of which will be agreed between CHW and the Hirer and stated on the Contract.
- 1.3 The final expected number of guests should be notified to CHW no later than five (5) Business Days' prior to the start of the Hire Period.
- 1.4 The chargeable value will be based on the higher of either the final number provided or the contracted minimum number.

2. Services

- 2.1 Catering Services are outsourced to a CHW nominated Third Party Supplier and shall be subject to the terms of that Supplier.
- 2.2 Basic AV, IT and miscellaneous business services shall be provided by CHW; requests for such Services by the Hirer shall be confirmed to CHW at the time of booking or as soon as reasonably practicable thereafter, but no later than 21 Business Days' prior to the start of the Hire Period.
- 2.3 Complex AV, Production and Technology Services are outsourced to a CHW nominated Third Party Supplier and shall be subject to the terms of that Supplier.
- 2.4 All Spaces and Services provided by CHW shall be agreed at the time of booking and set out in the Contract together with the relevant Hire Fee.
- 2.5 If additional Spaces and Services are agreed following the date the booking is made these shall be set out in the Event Order along with the relevant Hire Fee associated with the provision of such Space and Services.
- 2.6 The Hirer is permitted only to use CHW, or CHW's authorised provider(s), to provide the Services except by prior agreement.
- 2.7 Prior to the start of the Hire Period the Hirer will be sent a copy of the Event Order and shall be required to sign to confirm that all details are accurate.
- 2.8 The Event Order will be used by CHW to deliver the Services to the Spaces. Any additional Spaces or Services required will need to be signed for by the Hirer or their nominated representative(s) and will be charged according to the agreed Hire Fee.

3. CHW's Catering Rights

- 3.1 CHW's catering services are outsourced. In exceptional circumstances CHW may agree with the Hirer to permit an alternate caterer to service their Event; a buyout fee will be charged, and supplementary terms and conditions shall apply and will be annexed to this Agreement. The agreed caterer will be required to evidence insurance, Food Hygiene Certificates, Food Safety Policies, HACCAP policies and references.
- 3.2 CHW reserves for its own exclusive benefit the right to:
 - 3.2.1 operate all catering services with the right to sell and provide all refreshments consumed at the Building (including at the Event);
 - 3.2.2 provide such catering facilities as it may in its absolute discretion think fit;
 - 3.2.3 access any part of the Space at all times for operating and inspecting any catering or other services run by CHW;
- 3.3 CHW obligates its caterer to be compliant with all allergen related legislation. The Hirer is responsible for informing CHW and its caterer of all known allergens at the earliest opportunity.

4. The Hirer's Catering Obligations

- 4.1 The Hirer shall not:
 - 4.1.1 sell, supply or allow to be consumed in the Building any alcoholic liquor, tobacco or other excisable goods; nor
 - 4.1.2 sell or supply or permit to be sold or consumed in the Building any food, confectionery, beverage or goods other than those supplied by CHW and its caterer without the prior written consent of CHW.
- 4.2 If any items including table linen, furniture, glasses, cutlery and crockery are damaged or stolen during their use for the Event or are not re-usable because of loss or damage the Hirer shall pay to CHW the full costs of repair or replacement.
- 4.3 The Hirer shall:
 - 4.3.1 be aware of and adhere to the CHW 'Sensible Drinking Policy', a copy of which is available on request. This applies to consumption of alcohol by attendees of the Event, and also to any suppliers who may be exhibiting at the Event;
 - 4.3.2 pay a corkage fee to CHW for any wine or beer they wish to provide for their Event. The 'Sensible Drinks Policy' still applies;
 - 4.3.3 advise CHW of all catering requirements, including menu choices, dietary requirements (including allergens), timings and production numbers required;
- 4.4 CHW will record these requirements in the Event Order and the Hirer will be required to check the accuracy of the requirements and will be liable to pay for the higher of the numbers agreed or the contracted minimum number.

5. The Hirer's Production Obligations

- 5.1 SSY has a supply of standard AV facilities built into each room. The Hirer should notify CHW of any production or AV requirements at the point of booking or as soon as reasonably practicable thereafter, but no later than 21 Business Days' prior to the start of the Hire Period.
- 5.2 CHW will add the agreed requirements and spend to the Event Order, which the Hirer will be required to check and agree.
- 5.3 For additional requirements, a nominated AV and production partner is available and shall be subject to the terms of that supplier.
- 5.4 If the Hirer wishes to use their own AV or Production partner a buyout fee will apply. The choice of partner must be agreed in advance in writing with CHW and they will be required to evidence insurance, method statements, RAMS and References ahead of the Event.
- 5.5 Any reduction in requirements must be notified at least seven (7) Business Days' in advance, failing which charges may still be incurred.

6. IT Services

- 6.1 Services are provided by CHW or its Third-Party Supplier.
- 6.2 A comprehensive list of IT Services is available and will be provided to the Hirer on request, and these include but are not limited to provision of Wi-Fi, wired internet and telephony.
- 6.3 The Hirer should notify CHW at the time of booking, or at the earliest opportunity, but no later than 21 days of any IT Services required. All agreed services will be added to the Event Order which the Hirer will be required to check for accuracy.

7. Miscellaneous and Business Services.

- 7.1 The Hirer should notify CHW at the time of booking, or at the earliest opportunity, but no later than 21 days of any Miscellaneous Services which it requires CHW to provide or procure on their behalf. These could include cloakroom attendants, security and first aiders among others.
- 7.2 Business services such as printing and photocopying can be requested on the day and charges will be advised accordingly.
- 7.3 Any such services will be charged to the Hirer based on an agreed quote, the details of which will be added to the Event Order which the Hirer will be required to check for accuracy.
- 7.4 Any such Miscellaneous Services which are procured by CHW Third parties will be invoiced to the Hirer by CHW, but shall be subject to the booking terms, and cancellation policies of the Third Party Supplier with whom CHW has engaged on behalf of the Hirer, a copy of which can be made available on request. For the avoidance of doubt, in the case of cancellation by the Hirer of such Miscellaneous Services, the cancellation fees of the Third-Party Supplier will be invoiced to the Hirer accordingly.

8. Concert Services

- 8.1 All concert bookings shall be subject to the procurement of a minimum level of security, first aid, and ushers as specified in Part B 2.17.
- 8.2 The Hirer may choose to supplement any of these services. Additional service staff can be procured and charged to the Hirer by CHW or the Hirer may procure their own staff by prior agreement with CHW.
- 8.3 The responsibility of Box Office services will be with the Hirer
- 8.4 The Hirer should share the agreed CHW seating plan with their Box Office prior to the commencement of sales.
- 8.5 All concerts will be classified with the Performing Rights Society (PRS) or other licensing organisations as appropriate. If the concert is classified fees will apply and the Hirer will be liable for any fees relating to the performance of live or recorded music played in the Building. The fee will be charged and will be payable in advance of the Event.
- 8.6 On all concerts 4 tickets (House seats) remain the property of Central Hall Westminster.
- 8.7 The name of SSY must be acknowledged on all publicity, titles, in announcements and in any credits for the event.

PART D – PAYMENT ARRANGEMENTS

1 Payment Terms

- 1.1. The Hirer shall pay CHW the Hire Fee in respect of the Space and the Services as specified in the Agreement and subsequent Event Order.
- 1.2. At the time of signing of the Agreement, 20% of the estimated Hire Fee shall be due as a deposit and payable within 14 days. For the avoidance of doubt, this deposit shall not be returned to the Hirer, should the Event be cancelled, and is non-transferable, except in the absolute discretion of CHW.
- 1.3. A pre-payment invoice for the balance of the Hire Fee will be raised and becomes due to CHW 45 days before the start of the Hire Period.
- 1.4. If the commencement of the Hire Period is less than 45 days from the date of this Agreement, then the total of the estimated Hire Fee in respect of the Space and the Services shall be due and payable within 14 days, and not later than the commencement of the Event.
- 1.5. The Hirer may request CHW to provide further Space and Services subsequent to the signing of the Contract, such requests should be made 21 days prior to the commencement of the Event and these will be added to the Event Order once CHW has confirmed to the Hirer its agreement to provide such Space and Services. If such Space and Services are added after the pre-payment invoice has been issued a further pre-payment invoice will be issued and the Hirer shall pay this amount in full prior to the commencement of the Event.
- 1.6. For the avoidance of doubt all deposit and pre-payment invoices must be paid in full prior to the commencement of the Event.
- 1.7. In exceptional circumstances if the Hirer books additional guests or Services within seven (7) days of the Event an additional surcharge of 25% + VAT shall be due and payable by the Hirer. For the avoidance of doubt, the Hirer shall pay such surcharge in addition to the Hire Fee in respect of those extra guests or further Services. A further pre-payment invoice shall be raised for these additional Services and the Hirer should pay this amount in full prior to the commencement of the Event.
- 1.8. When the Hirer sells space to exhibitors or a third party, any costs incurred by the exhibitor or third party remains the liability of the Hirer who has the Agreement with us.
- 1.9. The Hirer shall not be permitted access to the Space until all payments due to CHW have been made and CHW has confirmed to the Hirer its receipt of the same.
- 1.10. The Hirer will pay for each hour or part of an hour during which such parts of the Space continue to be occupied by the Hirer, its employees, contractors, exhibitors, performers or attendees at the end of the Hire Period, together with the amount of any damages, including legal expenses, payable by CHW to any third party who suffers loss as a result of the Hirer's failure to vacate.
- 1.11. Should the Hirer, in the view of CHW, fail to comply with paragraph 2.17 of Part B then CHW shall have the right to provide or arrange for the provision of such services or staff and the costs shall be borne by the Hirer at the rates decided by CHW from time to time, a copy of which is available from CHW on written request.
- 1.12. Additional expenditure incurred by CHW during the Hire Period shall be invoiced to the Hirer immediately, and the Hirer shall make full payment within seven (7) Business Days of the date of the invoice.
- 1.13. After the Event finish a final invoice will be issued for any Services not paid before the event or a credit note raised for any overpaid amounts. Final invoices are due for payment within seven (7) Business Days' of invoice. CHW will endeavour to raise the final invoice within 14 days of the Event finish, subject to receipt of Third-party invoices.
- 1.14. All payments should be made in UK British Pound Sterling.
- 1.15. All fees, prices and other charges are exclusive of value added tax (VAT) at the prevailing rate, unless otherwise stated. The Hirer shall pay any applicable VAT to CHW on receipt of a valid VAT invoice.
- 1.16. If the Hirer fails to make any payment due to CHW under this Agreement by the due date for payment, then, without limiting any other of CHW remedies under this Agreement, CHW may charge the Hirer interest on the overdue amount at the rate of 8% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of payment of the overdue amount or judgment. The Hirer shall pay any interest payable under this paragraph D1.16 within seven (7) Business Days' of invoice.

2 Termination by the Hirer

- 2.1 If the Hirer wishes to terminate the Agreement for any reason, they should inform CHW in writing. Cancellation charges will apply according to the notice period provided:

Cancellation period	Cancellation fee (% of Hire Fee)
180+ days prior to the Event	first deposit of 20%
56-179 days prior to Event start	A further 20% of remaining Hire Fee & first deposit
21-56 days prior to Event start	A further 40% of remaining Hire Fee & first deposit
11-21 days prior to Event start	A further 60% of remaining Hire Fee & first deposit
10 days or less prior to Event start	100% of Hire Fee

- 2.2 In addition to the above any Services procured by CHW on behalf of the Hirer may be chargeable according to the terms of the Third-Party Supplier.

3 Termination by CHW

- 3.1 If CHW wishes to terminate the Agreement for any reason they will inform the Hirer in writing at the earliest opportunity.
- 3.2 CHW may terminate this Agreement immediately if the Hirer commits a material breach of this Agreement provided that where such breach is rectifiable the same remains unrectified after CHW has served notice on the Hirer specifying the breach, allowing ten (10) Business Days' for the same to be rectified and stating that failure to so rectify the breach may result in termination of this Agreement.
- 3.3 For the avoidance of doubt any monies due and payable under this Agreement (whether demanded or not), not having been paid on the due dates for payment, shall constitute a material breach. If the Hirer fails to comply with the terms of payment in this Agreement, CHW may cancel any Event and the Event may not take place except in the absolute discretion of CHW.
- 3.4 CHW may terminate this Agreement immediately if the Hirer becomes insolvent, enters into liquidation (whether compulsorily or voluntarily, otherwise than for the purpose of amalgamation or reconstruction) or if an administration order is made in respect of the Hirer.
- 3.5 CHW may terminate this Agreement immediately if the Hirer makes any arrangement or composition with its creditors or has a Receiver (including an Administrative Receiver) appointed over all or any part of its assets or if the Hirer takes any similar action in consequence of debt.
- 3.6 CHW may terminate this Agreement immediately if the Hirer is in persistent default of any of the terms of this Agreement. For the purposes of this paragraph 3.6 "persistent default" means any default, neglect or failure under this Agreement, which has occurred more than twice.
- 3.7 In the event of termination of this Agreement, all sums due and payable under this Agreement shall become immediately due and payable notwithstanding that the Event shall not take place.
- 3.8 Any termination of this Agreement shall be without prejudice to any rights or remedies that may have accrued to either Party.
- 3.9 For the avoidance of doubt, any reference to termination of this Agreement shall include the termination of any licence granted hereunder and the Hirer shall immediately remove SSY's logo from any marketing material.
- 3.10 For the avoidance of doubt, in the event that this Agreement is terminated for any reason before the Event, CHW reserves the right to hire out the Space to another Hirer.

PART E – GENERAL TERMS AND CONDITIONS

1. Applicable Laws

Each Party agrees to abide by all applicable laws whether directly outlined in this Agreement or not.

2. Hirer's Warranty

The Hirer warrants that there are no material facts or circumstances in relation to the Event, or in relation to any similar event staged by the Hirer, which have not been fully disclosed in writing to CHW which, if disclosed, might reasonably have been expected to affect the decision of CHW to enter into this Agreement.

3. CHW's Rights

CHW reserves the right (without liability to the Hirer) to:

- 3.1 prevent access or to remove from the Space any person or persons acting in a way which in CHW's opinion may cause a breach of the peace or may be harmful, undesirable or offensive;
- 3.2 prevent access to or remove from the Space any person who in the opinion of CHW or its security officers either unreasonably refuses to permit himself and his possessions to be searched on entering the Space or poses an actual or potential security risk or who is in breach of the Venue Rules;
- 3.3 suspend or control in such a manner and to such extent as CHW may consider necessary any such situation, action or event, where in the opinion of CHW any situation or action or event occurring during the Hire Period on the part of the Hirer is in material breach of the terms of this Agreement or may constitute a danger to public safety including the safety of the persons present at the Event;
- 3.4 inspect, carry out repairs, replace and modernise the Space and its services and take such other steps as may be necessary to erect and maintain scaffolding or other temporary structures or equipment around or within all or part of the Space with consequent loss of light and inconvenience to visitors providing that:
 - 3.4.1 CHW in exercising this right will have regard to the representations of the Hirer; and
 - 3.4.2 such rights and structures will not materially interfere with or prevent the holding of the Event;
- 3.5 access the Space and allow its agents, employees and contractors to do so at any time during the Hire Period and such access shall be free and unobstructed;
- 3.6 remove from the Space and store for up to three (3) days all structures, goods, equipment, waste and other materials brought on to the Space by any person and to treat the same, regardless of their nature, state or condition as refuse and dispose of or destroy the same at the cost of the Hirer if the same have not been removed from the Building at the latest three (3) days after the end of the Hire Period;
- 3.7 publish details of the Event on the [SSY](#) website and to include details in any PR or Press release.

4. Disputes

- 4.1 If a dispute should arise between the Parties under this Agreement, whether or not the Agreement remains in force, it shall be referred to an appointed representative of each Party who will meet in good faith to resolve the dispute.
- 4.2 Should the Parties be unable to resolve the dispute under paragraph 4 of this Part E, it will be referred on the written request of either Party to such person and on such terms as the Parties agree in writing or, in default of agreement, nominated by the Centre for Effective Dispute Resolution (CEDR).
- 4.3 Any person to whom a reference is made under paragraph 4 of Part E will act as an expert ("Expert") and not as an arbitrator and may appoint such technical expert or experts as he considers necessary to assist him in determining the matter referred to him. The decision of the Expert (which will be given in writing stating the reasons for his decision) shall be final and binding on the Parties except in the case of manifest error or fraud.
- 4.4 The Expert is required to prepare a written decision and give notice (including a copy) of the decision to the Parties within a maximum of three months of the matter being referred to the Expert.
- 4.5 If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this paragraph then:
 - 4.5.1 either Party may apply to the CEDR to discharge the Expert and to appoint a replacement Expert with the required expertise; and
 - 4.5.2 this paragraph 4 applies in relation to the new Expert as if he were the first Expert appointed.
- 4.6 Each Party shall provide any Expert with such information as he may reasonably require for the purposes of his determination; if either Party claims any such information contains confidential information, the Expert may, in his sole discretion, not disclose the information to the other Party or to any other person.
- 4.7 All costs in connection with the use of an Expert (including the costs of any technical expert appointed by him) under this paragraph 4 shall be borne in such proportions as the Expert may determine to be fair and reasonable in all the circumstances or, if no such determination is made by the Expert, by the Parties in equal proportions.
- 4.8 All matters concerning the process and result of the determination by the Expert shall be kept confidential among the Parties and the Expert.
- 4.9 Any claim by the Hirer of a default in service by CHW of any kind must be made in writing within 72 hours of the end of the event in question. Any claim after this time will not be considered.

5. Indemnity

5.1 In this paragraph 5, a reference to CHW shall also include the Methodist Church, and the provisions of this paragraph 5 shall be for the benefit of CHW and the Methodist Church and shall be enforceable by each such member of the Methodist Church in addition to CHW.

5.2 The Hirer shall indemnify CHW against all liabilities, costs, expenses, damages and losses suffered or incurred by CHW arising out of or in connection with:

- 5.2.1 the Hirer's breach or negligent performance or non-performance of its obligations under this Agreement;
- 5.2.2 any claim made against CHW for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Event;
- 5.2.3 any claim made against CHW by a third party arising out of or in connection with the provision of any services or the supply of any goods by the Hirer (or any employee, agent or sub-contractor of the Hirer) to any person at the Event;
- 5.2.4 any claim made against CHW by a third party for death, personal injury or damage to property arising out of or in connection with the Event, to the extent that the same is attributable to the acts or omissions of the Hirer, its employees, agents or subcontractors; and
- 5.2.5 the cost of making good all damage to the Space suffered as a result of any act or omission of the Hirer and all costs of any reinstatement or repair which is required together with a daily fee of 150% of the Hire Fee whilst any repair or reinstatement takes place which means the Space, or any part of it, cannot be used commercially. This amount constitutes a genuine pre-estimate of CHW's losses in such circumstances.

5.3 This indemnity shall not apply only to the extent that matters covered by paragraph 5.2 arise or are caused by CHW's negligence or default.

5.4 If any third party makes a claim, or notifies an intention to make a claim, against CHW which may reasonably be considered likely to give rise to a liability under this indemnity ("Claim"), CHW shall:

- 5.4.1 as soon as reasonably practicable, give written notice of the Claim to the Hirer, specifying the nature of the Claim; and
- 5.4.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Hirer (such consent not to be unreasonably conditioned, withheld or delayed), provided that CHW may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the Hirer, but without obtaining the Hirer's consent) if CHW believes that failure to settle the Claim would be prejudicial to it in any material respect.

5.5 If a payment due from the Hirer under this paragraph 5 is subject to tax (whether by way of direct assessment or withholding at its source), CHW shall be entitled to receive from the Hirer such amounts as will ensure that the net receipt, after tax, to CHW in respect of the payment is the same as it would have been were the payment not subject to tax.

6. Liability

6.1 Nothing in this paragraph 6 or elsewhere in this Agreement shall be interpreted as excluding or limiting the Hirer's mandatory statutory rights to any extent.

6.2 Nothing in this Agreement limits liability incurred by the Hirer as a result of fraud or fraudulent misrepresentation by CHW.

6.3 CHW shall not be liable for death or personal injury or damage to property arising out of or in connection with the Event where such liability cannot be excluded under English Law.

6.4 Subject only to paragraphs 6.1 and 6.2 and notwithstanding any other provisions of this Agreement, this paragraph 6 sets out the entire financial liability of CHW (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Hirer in respect of:

- 6.4.1 any breach of this Agreement, by CHW, and anything done by its employees, agents or subcontractors which would if done by CHW be a breach of this Agreement;
- 6.4.2 any use made by the Hirer of the Services or any part of them; and
- 6.4.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

6.5 Subject only to paragraphs 6.1 and 6.2 CHW shall not be liable for any loss or damage in contract, negligence, tort, breach of duty or otherwise for any loss of profits; business; goodwill reputation, business opportunity or consequential loss whether direct or indirect of the Hirer and the Hirer's guests, employees, agents, contractors or subcontractors.

6.6 The aggregate liability of CHW to the Hirer in respect of the matters referred to in paragraphs 6.4.1 to 6.4.3 inclusive whether arising in contract, negligence or tort or breach of duty or otherwise is limited to the price paid to CHW for the Services.

6.7 Subject only to paragraphs 6.1 and 6.2, CHW's liability for all warranties, conditions and other terms implied by statute or common law is, to the fullest extent permitted by law, excluded.

7. Anti-bribery

7.1 For the purposes of this paragraph 7 the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

7.2 Each Party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and ensure that:

- 7.2.1 all of that Party's personnel;
- 7.2.2 all others associated with that Party; and
- 7.2.3 all of that Party's sub-contractors; involved in performing the Agreement so comply.

7.3 Without limitation to paragraph 7.2, neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such bribe to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

7.4 Each Party shall immediately notify the other as soon as it becomes aware of a breach of this paragraph 7.

8. Confidentiality

8.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by paragraph 8.2.

8.2 Each party may disclose the other party's confidential information:

- 8.2.1 to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this paragraph 8; and
- 8.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

8.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Agreement.

9. Data Protection

9.1 Both parties will comply with all applicable requirements of the DPA in the performance of their rights and obligations under this Agreement.

9.2 CHW may process the contact information of Hirer's employees and contractors of this Agreement. This contact information can be stored, disclosed internally and processed by CHW. Where required by DP Law, the Hirer has notified and obtained the consent of the individuals whose contact information may be stored, disclosed internally and processed and will forward their requests to access, update, correct or delete their contact information to CHW. The Hirer will make its employees and contractors aware of CHW's privacy notice (<https://www.c-h.com/privacy>).

10. Entire Agreement

10.1 This Agreement constitutes the whole agreement between the Parties and supersedes all previous agreements between the Parties relating to its subject matter.

10.2 Each Party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement.

11. Set-off

All amounts due under this Agreement shall be paid by the Hirer to CHW in full without any deduction or withholding (other than any deduction or withholding of tax as required by law), and the Hirer shall not be entitled to claim set-off or to counterclaim against CHW in relation to the payment of the whole or part of any such amount.

12. Inadequacy of Damages

Without prejudice to any other rights or remedies that CHW may have, the Hirer acknowledges and agrees that damages alone would not be an adequate remedy for any breach of the terms of this Agreement by the Hirer. Accordingly, CHW shall be entitled, without proof of special damages, to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the terms of this Agreement.

13. Notices

13.1 Any notice to be given under this Agreement shall be deemed to be given when delivered by hand, when transmitted on receipt of a print-out confirming due transmission is sent by electronic mail, or three (3) Business Days' after mailing if sent by mail, postage paid and addressed to the registered office of the relevant Party.

13.2 If a Party changes its address for notification purposes, then it will give the other Party written notice of the new address and the date on which it will become effective.

14. Waiver

No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law will constitute a waiver of that or any other right or remedy, nor will it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy will preclude or restrict the further exercise of that or any other right or remedy.

15. Remedies

Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

16. Force Majeure

16.1 CHW shall not be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from events, circumstances or causes beyond CHW's reasonable control (including, but not limited to fire, explosion of any kind, failure or neglect on the part of any utility supplying electricity, gas or water, labour strife, civil commotion or war; or pandemic) (a 'Force Majeure Event').

16.2 CHW will promptly notify the Hirer of the occurrence of a Force Majeure Event and if the Force Majeure Event prevents the use of the Space by the Hirer during the Hire Period the Hirer shall be entitled to cancel or suspend this Agreement.

16.3 For the avoidance of doubt, any monies paid to CHW before such Force Majeure Event may be retained by CHW at its absolute discretion.

16.4 In the event of cancellation or suspension pursuant to paragraph 16.2 above, CHW shall be under no liability to the Hirer or any other third parties for any loss which they may sustain in consequence of any such cancellation or suspension.

17. No Partnership or Agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another Party, nor authorise any Party to make or enter into any commitments for or on behalf of any other Party except as expressly provided in this Agreement.

18. Assignment

The Hirer shall not assign, transfer, mortgage, charge, subcontract, or deal in any other manner with any of its rights and obligations under this Agreement without the prior written consent of CHW.

19. Variation

No variation of this Agreement shall be effective unless it is in writing and signed by CHW.

20. Severance

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

20.2 If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.



21. Third Party Rights

21.1 Except as expressly provided elsewhere in this Agreement, a person who is not a Party to this Agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

21.2 The rights of the Parties to terminate rescind or agree any variation, waiver or settlement under this Agreement is not subject to the consent of any person that is not a party to this Agreement.

22. Governing Law and Jurisdiction

22.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

22.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

23 Survival

The following clauses shall remain in force following termination or expiry of the Agreement: Part A, Part D, Part E paragraphs 4, 5, 6, 8, 14, 20 & 22 and Part F.

PART F – INTERPRETATION

1. Obligations and liabilities assumed by more than one person are assumed jointly and severally unless otherwise specified.
2. Reference to statutes or statutory provisions include those statutes or statutory provisions as amended, extended, consolidated, re-enacted or replaced from time to time and to any order, regulations, instruments or other subordinate legislation and to any former statute or statutory provision replaced (with or without modification) by the statute or statutory provision referred to except to the extent that any amendment or modification enacted after the date of this Agreement would increase or extend the liability of any Party to this Agreement.
3. Where CHW's consent or approval is required to be given or obtained, such consent or approval is to be effective and binding on CHW only if in writing and signed by an approved signatory of CHW.
4. References to a right of set-off will include legal and equitable rights of set-off.
5. Part and paragraph headings will not affect the interpretation of this Agreement.
6. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
7. Words in the singular will include the plural and vice versa.
8. A reference to any Party will include that Party's personal representatives, successors or permitted assigns.
9. A reference to writing or written includes e-mail.
10. Any phrase introduced by the terms including, include, in particular, or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms. Where the context permits, the words other and otherwise are illustrative and will not limit the sense of the words preceding them.
11. Any obligation in this Agreement not to do something includes an undertaking not to permit that thing to be done.

Venue Rules

Overview

St Saviourgate York (SSY) is a trading name of CHW Ltd, part of the Central Hall Venues (CHV) portfolio; who manage the building for the Central Methodist Church York (CMCY) and TMCP who hold the title to the building known as SSY on behalf of the Methodist Church of Great Britain.

CHW Ltd has obligations under the terms of its lease to maintain and safeguard the building, and to ensure that activities within it are not incompatible with the ethos or contrary to the rules and regulations of the Methodist Church. To this end, a set of Venue Rules are in place with which users of the building must comply as part of the CHW Standard Terms and Conditions.

If you are in any doubt as to whether a proposed activity or advertisement could breach one of the Venue Rules, please discuss this with your Event Manager at the earliest opportunity.

Venue Rules

1. The Building

- 1.1. Details of all equipment and items to be suspended from or affixed to the roof, walls or other structural parts of the Space must be submitted to CHW for approval no less than eight weeks before the start of the Hire Period.
- 1.2. You will not remove any key belonging to SSY.
- 1.3. No advertisements, notices, signs, decoration, posters, flags or device of any kind whatsoever shall be displayed or attached on or about the exterior, interior or floors of the Space without the prior written permission of SSY. There shall be no use of blue tack, white tack or tape of any kind by the Hirer.
- 1.4. The Space must be handed over free of any contractors, exhibitors, exhibitor's goods or any other encumbrances at the end of the Hire Period. If any item is left at the Building after the Hire Period, including posters, signs or any literature, the hirer shall be charged for their removal at cost plus £50 (administration fee).
- 1.5. You must comply with any noise restrictions that may be in place in the Building. SSY will notify you of any such restrictions.

2. Use of Special Effects

- 2.1. The use of smoke, haze, pyrotechnics, confetti, cracked oil, helium balloons or any other special effect must be approved by CHW's Health & Safety Officer and CHW's Head of Facilities 8 weeks prior to its intended use. It is the Hirer's responsibility to seek required approvals; CHW and its suppliers accept no responsibility for cancellation of these elements if required approval has not been granted.
- 2.2. Utmost priority must be given to the preservation of the building features at all times, most importantly the Great Hall organ and the light fittings. Under no circumstances are special effects to be used in any manner that may damage these features. Should damage arise as a result of special effects, the Hirer accepts full responsibility for any

repair costs incurred.

- 2.3. Should the Hirer wish to utilise any elements that are likely to require additional cleaning staff or equipment (confetti, etc), the Hirer agrees to cover costs for this and to arrange additional cleaning staff and equipment as required and agreed with the CHW Head of Facilities prior to the Event

3. Health & Safety and Security

- 3.1. All fire alarms, extinguishers, fire hydrants, sprinkler system valves, house telephones and fire doors in the Space, together with their control switches, must be kept clear and accessible at all times.
- 3.2. The Hirer and its employees, contractors, exhibitors, performers and attendees may only use those entrances and exits as are notified to the Hirer by CHW and comply with any instructions issued by CHW from time to time.
- 3.3. No item weighing more than 250 kgs may be brought into the Building.

4. Conduct

- 4.1. The Space or any part of it must not be used for any activities which are dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance to CHW or the owner/occupier of any neighbouring property. Foul and/or abusive language is not tolerated.
- 4.2. The premises must not be used for any purposes in connection with betting or gambling in any form (including lotteries and games of chance).
- 4.3. Attendees must not drink excessively or be intoxicated whilst in the Building.
- 4.4. No alcohol may be brought into or consumed in the Great Hall (Chapel).
- 4.5. Tips or gratuities are not to be given to members of staff employed to work at the Event.
- 4.6. Newspapers, periodicals, books or any other items may not be distributed, sold or permitted to be distributed or sold without the prior written consent of SSY
- 4.7. No acts of worship may be held at the premises without prior written consent of SSY and CMCY.