

**GENERAL TERMS AND CONDITIONS FOR THE COMMERCIAL  
USE OF PLYMOUTH UNIVERSITY'S PERFORMING ARTS SPACES**

**1 INTRODUCTION**

- 1.1 The Hirer wishes to hire the Space from the University and the University is willing to hire the Space to the Hirer upon and subject to these Terms.
- 1.2 The Hirer should read the following Terms and ensure that it understands them before proceeding with the proposed booking and should contact the University with any queries it may have.
- 1.3 These Terms form the legally binding terms and conditions between the Hirer and the University relating to the Hire.

**2 DEFINITIONS AND INTERPRETATION**

In these Terms, the following words mean the following things:

- 2.1 The "Attendee" means an individual who attends the Space during the Hire Period;
- 2.2 The "Booking Confirmation" means the University's official confirmation email sent to the Hirer confirming the final details of the Hire;
- 2.3 The "Bookings Office" means the University's Research & Creative Industries Unit which is located in 001a, Roland Levinsky Building, Plymouth University, Drake Circus, Plymouth PL4 8AA and contactable via email using: [thehouse@plymouth.ac.uk](mailto:thehouse@plymouth.ac.uk) or such other details as notified to the Hirer from time to time;
- 2.4 The "Buildings" means "The House" and/or the "Roland Levinsky Building", both located at the University of Plymouth, Drake Circus, Plymouth, PL4 8AA, and both of which are owned by the University;
- 2.5 The "Hire Charges List" means the University's standard Hire Charges List, which is available from <https://www.plymouth.ac.uk/about-us/university-structure/faculties/arts-humanities-business/the-house/hire> as updated from time to time;
- 2.6 The "Deposit" means the fee payable to the University by the Hirer to confirm the Hire, following issue of the Booking Confirmation in accordance with clause 3.6;
- 2.7 The "Enquiry Form" means the University's standard Enquiry Form to hire the Space, which is available from: <https://www.plymouth.ac.uk/about-us/university-structure/faculties/arts-humanities-business/the-house/hire>;
- 2.8 The "Event" means the event or intended usage of the Space by the Hirer during the Hire Period as detailed in the Booking Confirmation;
- 2.9 The "Hire" means the hiring of the Space by the Hirer in accordance with these Terms;
- 2.10 The "Hire Charge" means the fee payable by the Hirer for the Hire in accordance with the Hire Charges List, as detailed in the Booking Confirmation and as amended from time to time subject to these Terms;
- 2.11 The "Hire Information" means the information available from: <https://www.plymouth.ac.uk/about-us/university-structure/faculties/arts-humanities-business/the-house/hire>;
- 2.12 The "Hire Period" means the period of the Hire as detailed in the Booking Confirmation;
- 2.13 The "Hirer" means the individual or organisation named in the Booking Confirmation as the proposed hirer of the Space;
- 2.14 The "House Bookings Team" means the representative of the University responsible for the Space and includes any persons acting on his behalf or his duly authorised representative, as notified to the Hirer from time to time;
- 2.15 A "Provisional Booking" means the temporary reservation by the University of the Space requested by the Hirer in the Enquiry Form (if available) whilst the Hirer discusses its detailed requirements with the House Bookings Team;

- 2.16 The “Space” means those rooms or parts of the Buildings which are the subject of the Hire as detailed in the Booking Confirmation;
- 2.17 The “Technical Duty Manager” means the University’s nominated representative during the Event, and shall include any persons acting on his behalf, as notified to the Hirer from time to time;
- 2.18 The “Technical Manager” means the University representative responsible for the technical aspects and equipment within the Space, and shall include any persons acting on his behalf as notified to the Hirer from time to time;
- 2.19 The “Terms” means these terms and conditions together with the Booking Confirmation and any other documentation provided to the Hirer by the University from time to time; and
- 2.20 The “University” or “we” or “us” means the University of Plymouth (trading as Plymouth University), Drake Circus, Plymouth, PL4 8AA.

In these Terms, unless the context requires otherwise:

- 2.21 Words expressed in one gender shall include the other genders and the singular shall include the plural and vice versa;
- 2.22 If the Hirer comprises more than one person or organisation, all their rights, obligations and liabilities as Hirer under these Terms shall be deemed to be joint and several;
- 2.23 “clause” means a clause of these Terms;
- 2.24 All headings are for convenience only, have no legal effect and shall be disregarded in the interpretation of these Terms;
- 2.25 Where the words “includes”, “including” or “in particular” are used, they are deemed to have the words “without limitation” following them; and
- 2.26 References to a statutory provision include a reference to such statutory provision as amended, re-enacted or extended and any subordinate legislation made under such statutory provision, from time to time, whether before or after the date of these Terms (except to the extent that liability of either party would be increased or extended as a result).

### **3 BOOKINGS**

- 3.1 All applications to hire the Space should be made by the completion and submission of an Enquiry Form.
- 3.2 Subject to the University’s approval of the Enquiry Form, and the availability of the Space, a Provisional Booking will be made and the House Bookings Team will contact the Hirer to discuss its detailed requirements.
- 3.3 No application to hire the Space will be accepted until the University has been provided with all necessary information by the Hirer.
- 3.4 The University reserves the right to refuse to accept any application for Hire without having to state its reason for so doing or to accept any application subject to any additional terms and conditions it considers necessary. The University will not accept bookings from anyone aged under 18.
- 3.5 All applications for hire of the Space will remain provisional until a Booking Confirmation has been issued by the University.
- 3.6 Subject to clause 4.7, a non-refundable deposit of 10% of the Hire Charge will be payable by the Hirer within 5 days of the date of the Booking Confirmation if the Hire Charge is in excess of £500.
- 3.7 Payment of the Deposit can be made by the Hirer by debit/credit card or bank transfer. Credit or Debit card payments may be made, and bank details obtained by calling the Bookings Office.
- 3.8 If the required Deposit is not received within 5 days of the Booking Confirmation being issued, the University reserves the right to cancel the booking without any further notification to the Hirer.

#### **4 CHARGES AND PAYMENT**

- 4.1 Following submission of an Enquiry Form, the University shall notify the Hirer of the proposed Hire Charge via a formal quotation which shall be calculated by the University in its sole absolute discretion and submitted to the Hirer for their approval. The Hire Charge will also be stated in the Booking Confirmation.
- 4.2 The Hirer undertakes and agrees to pay the Hire Charge, including any increase in the same in accordance with clauses 4.4 to 4.5.
- 4.3 The Hire Charge comprises the Hire of the Space by the Hirer, including the provision of any agreed additional services specifically stated in the Booking Confirmation as agreed by the University and the Hirer. The Hire Charge also includes the mandatory cleaning charge referenced in clause 12.7. Any further additional services required by the Hirer shall be subject to availability and must be agreed in writing by the parties at least 6 weeks prior to the commencement of the Hire Period.
- 4.4 The University reserves the right to review and/or increase the prices stated in the Hire Charges List from time to time.
- 4.5 If the University increases the Hire Charge after the issue of the Booking Confirmation, the University will provide written details of the same to the Hirer and the Hirer will have the right to cancel the booking without charge by the service of a written notice on the University, within 20 days of receiving notification of the price increase and if the Hirer cancels in such circumstances, the University will return the Hirer's deposit (if applicable) and the Hire Charge (if any) paid by the Hirer. If such a cancellation is not received within such time limit, the Hirer will be bound by the new Hire Charge.
- 4.6 The University will not increase the Hire Charge within 6 weeks of the commencement date of the Hire Period unless there has been an error, in which case the Hire Charge will be recalculated and a revised Booking Confirmation will be issued.
- 4.7 The Hirer will be required to pay the full amount of the Hire Charge (less any Deposit paid):
- 4.7.1 at least six weeks in advance of the commencement of the Hire Period; or
  - 4.7.2 within 5 days of the date of the Booking Confirmation if the Hire Period is due to commence within six weeks of the date of the Booking Confirmation or if the Hire Charge is less than £50.
- 4.8 The University reserves the right in its absolute discretion to collate multiple bookings by the same Hirer into a single invoice.
- 4.9 Charges are quoted inclusive of Value Added Tax ("VAT"), where applicable, at the then current rate.
- 4.10 For bookings for more than 10 consecutive days, the University reserves the right to impose additional terms and conditions as regards charges, payment and cancellation.

#### **5 HIRE PERIOD**

- 5.1 The University agrees to make the Space available to the Hirer in accordance with and subject to these Terms for the Hire Period.
- 5.2 The Hirer shall not be entitled to enter the Buildings prior to the time detailed on the Booking Confirmation as the commencement of the Hire Period. In the event of a breach of this condition the University will make such additional charges for the use of the Space as it considers appropriate acting in its absolute sole discretion. Such additional charges shall be payable by the Hirer on demand.
- 5.3 The Hirer must vacate the Buildings and ensure all Attendees have vacated the Buildings, and remove all equipment and belongings before the end of the Hire Period.

#### **6 USAGE**

- 6.1 The Hirer must provide the University with details of the Event prior to the issue of the Booking Confirmation.

- 6.2 The Space, facilities or equipment may not be used for any illegal or immoral purpose or for any purpose which causes a public nuisance.
- 6.3 The Space shall not be used for any purpose other than for the Event without the consent in writing of the University. The Hirer shall not assign the right to use the Space or effect any form of sub-letting whatsoever.
- 6.4 The University gives no warranty as to the suitability of the Space for the Event. The Hirer is responsible for ensuring the suitability of the Space for the Event at the time of booking.

## **7 CANCELLATION AND AMENDMENTS**

- 7.1 In the event of a cancellation, the Hirer will forfeit the Deposit in all circumstances unless otherwise provided in these Terms.
- 7.2 The Hirer may cancel the Hire of the Space at any time by notice in writing or via email to the Bookings Office.
- 7.3 If notice of cancellation is received by the Bookings Office 2 months or more before the commencement of the Hire Period, the Hirer will receive a full refund of the Deposit and any part of the Hire Charge paid less an administration fee of 10% of the Hire Charge (minimum fee £20). If notice of cancellation is received by the Bookings Office less than 2 months but more than 14 days prior to the commencement of the Hire Period, the Hirer will receive a refund of 50% of the Hire Charge and of any Deposit paid. If notice of cancellation is received by the Bookings Office 14 days or less prior to the commencement of the Hire Period, the Hirer will not be entitled to a refund of any Deposit or the Hire Charge paid. If the Hirer has not yet paid the Hire Charge but part of the Hire Charge the University will invoice the Hirer for the same and the sums shall be payable by the Hirer within 30 days.
- 7.4 Subject to the remaining provisions of these Terms, the University reserves the right at any time (including during the Hire Period) to cancel the Hire of the Space by the Hirer in any of the following circumstances:
  - 7.4.1 The Hirer commits a material breach of these Terms, or commits a non-material breach and fails to remedy it within the time given by the University in a notice specifying the breach and requiring its remedy;
  - 7.4.2 The occurrence of a force majeure event in accordance with clause 16.5 including the closure of the University due to fire, flood, failure of water, heating or electricity systems, any law or any action taken by a government or public authority, or as a result of epidemic or pandemic;
  - 7.4.3 Subject to clause 7.4.3, the Space is required by the University for educational purposes;
  - 7.4.4 The Hirer is more than 30 days in arrears of any payment due to the University, whether in relation to these Terms or otherwise;
  - 7.4.5 The Hirer becomes insolvent or unable to pay his debts as they fall due for payment, is the subject of a bankruptcy order or insolvency proceedings or other bankruptcy or debt collection proceedings, or makes any composition with, or a general assignment for the benefit of, his creditors;
  - 7.4.6 There is an abuse of University premises, or if Attendees are acting in such a way as likely to cause injury, damage, nuisance or harassment to University staff, students, members of the public or property; or
  - 7.4.7 The continuation of the Event and/or the Hire would in the absolute and sole opinion of the University prejudice the University's reputation or cause a public nuisance or pose a threat to public order inside or outside the Space.
- 7.5 In the event of the University cancelling the Hire in accordance with clause 7.4, no liability shall attach to the University for any financial or other loss suffered by the Hirer or any other person or organisation as a result of the cancellation.
- 7.6 Should the University need to cancel the Hire in accordance with clauses 7.4.2 or 7.4.3, the University shall use its reasonable endeavours to offer an alternative available date or Space and if no such alternative is available or acceptable to the Hirer, the University shall repay any Deposit and/or Hire Charge paid by the Hirer.
- 7.7 The University shall give the Hirer not less than 4 weeks' notice of any cancellation in accordance

with clause 7.4.3.

- 7.8 The Hirer shall notify the University of any proposed amendments to the Hire or the Booking Confirmation as soon as reasonably practicable, and the University shall use its reasonable endeavours to accommodate such amendments.
- 7.9 Otherwise than as expressly provided in these Terms, in the event of a cancellation of the Hire by the University in accordance with clause 7.4 during the Hire Period or not less than 14 days prior to the commencement of the Hire Period, the University shall not be liable to repay the Hire Charge and/or Deposit paid by the Hirer.

## **8 HIRER OBLIGATIONS**

- 8.1 The Hirer undertakes to the University on its own behalf and on behalf of the Attendees:
- 8.1.1 to provide the University with details of a named representative and ensure that such named representative of the Hirer is present at the Space throughout the Event;
  - 8.1.2 to be responsible for the good behaviour of Attendees and ensure it has adequate staffing and representation during the Hire Period;
  - 8.1.3 not to sell any goods, products, merchandise or services (other than the services to be provided under these Terms) at the Space without the prior written consent of the University;
  - 8.1.4 to take all reasonable steps to safeguard and protect University property and facilities from loss and damage and follow all instructions in relation to security and access to the Space;
  - 8.1.5 to use its best endeavours to ensure that no nuisance by noise or otherwise is caused to the neighbouring community arising from the Event;
  - 8.1.6 to agree a detailed technical specification for the Event and equipment to be used in the Space during the Hire Period with the Technical Manager;
  - 8.1.7 to be responsible for and pay any and all taxes or royalties chargeable or payable in respect of the Event;
  - 8.1.8 to notify the University immediately of any complaints, accidents, losses, damage or claims relating to the Event or the Space during the Hire Period;
  - 8.1.9 not to make use of the University's name, logos, crest, coat of arms or insignia without the University's prior written consent or to hold itself out as part of or an emanation of the University, or as the agent or representative of the University;
  - 8.1.10 to provide the University with all information reasonably requested by the University in relation to the Hirer, the proposed usage of the Space, the Event and/or the Attendees;
  - 8.1.11 not to undertake any activity which may bring the University into disrepute;
  - 8.1.12 not to affix, or attach anything to, or otherwise decorate, any part of the Space without the University's prior written approval;
  - 8.1.13 to observe and abide by the University's Health & Safety procedures as amended from time to time and available on the University's website and displayed in the Buildings;
  - 8.1.14 to comply with all reasonable requests and instructions of the University, its staff and agents and all University policies notified to the Hirer or available on the University website;
  - 8.1.15 to comply with all applicable legislation, statutes, regulations and licensing regulations including but not limited to the terms of the University's Public Entertainment licence for the building and ensure compliance with these terms by the Attendees and to obtain any necessary licences and consents in relation to the Event;
  - 8.1.16 to comply with all current Government and University requirements on social distancing, personal protective equipment, health and safety and risk assessment requirements;
  - 8.1.17 not to permit any other individuals, organisations or contractors into the Space or the Buildings during the Hire Period (other than the Hirer, its employees, its contractors, its agents and the Attendees) without the prior written consent of the University;
  - 8.1.18 to ensure that all deliveries and clearing up is undertaken within the Hire Period and ensure that the Space is vacated in a clean and tidy condition;

- 8.1.19 to ensure that all equipment is removed by the Hirer, and all Attendees and persons have vacated the Space prior to the end of the Hire Period; and
- 8.1.20 to notify the University promptly of any changes to the contact details of the Hirer and/or its named representative.
- 8.2 The Hirer must comply with the University's Equality and Diversity policy as updated from time to time and available at <https://www.plymouth.ac.uk/about-us/university-structure/service-areas/equality-diversity-and-inclusion/equality-diversity-and-inclusion-reports> and must not in connection with the Event use provide or display any material whether written or spoken or allow behaviour that constitutes direct or indirect discrimination against or harassment, victimisation or vilification of any person or group of persons on the grounds of race, gender, sexual orientation, disability, religion, age or otherwise.
- 8.3 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 the University which, if disclosed, might reasonably have been expected to affect the decision of the University to permit the Hire.
- 8.4 The Hirer must provide, upon the request of the House Bookings Team, proof of all performance and/or screening rights, licences, permissions and consents related to the Event and warrants to the University that it is the owner or permitted user of all intellectual property contained within the Event.
- 8.5 The Hirer in additional warrants and represents that there is no legal restriction on the Event taking place in the House.

## **9 UNIVERSITY OBLIGATIONS AND RIGHTS**

- 9.1 Subject to the Hirer complying with these Terms, the University shall allow the Hirer use of the Space during the Hire Period.
  - 9.2 The University shall be entitled to advertise and promote the Hire of the Space by the Hirer and the Event, and the Hirer hereby acknowledges and agrees that the University shall be entitled to:
    - 9.2.1 rely on the information provided to the University, as detailed in the Booking Confirmation in all such promotions and advertising and in the brochures to be printed setting out the details of the Hirer and the Event; and
    - 9.2.2 use the Hirer's names, brands, logos, photographs and any other intellectual property in all of such promotions, advertising or other activities.
- For the avoidance of doubt, the University shall be under no obligation to undertake any marketing or advertising in relation to the Event.
- 9.3 Representatives of the University shall have access to all parts of the Space at all times.
  - 9.4 The University reserves the right at any time to exclude from the Event and/or the Space any Attendee whose behaviour is, in the reasonable opinion of the University, an unacceptable nuisance or annoyance to other Attendees or to others within the University premises, and the Hirer indemnifies the University in relation to any losses, claims or expenses relating to the same. There will be no refund or reduction in the Hire Charge for the Event if this right is exercised.

## **10 ACCESS AND PARKING**

- 10.1 The University shall use its reasonable endeavours to provide the Hirer with reasonable access to the Space during the Hire Period for the purposes of loading, unloading and deliveries. The Hirer shall inform the House Bookings Team (in advance of the Event) or the Technical Duty Manager (during the Event) of any specific requirements and the University will use its reasonable endeavours to assist with such requirements.
- 10.2 The Hirer will ensure that its representatives report to the main reception of the University, which is located in the Roland Levinsky building, at the commencement of the Hire Period.
- 10.3 The Hirer acknowledges and agrees that the University is not able to offer the Hirer or any of the Hirer's staff or Attendees any parking and the Hirer shall ensure that all staff and Attendees are aware that no parking is permitted at any site of the University.

## **11 HEALTH AND SAFETY**

- 11.1 It is the responsibility of the Hirer to establish before the Hire Period from the House Bookings Team the maximum number of people that may be admitted to the Event and the Hirer must ensure that the number of persons admitted to the Space does not exceed the maximum number of persons with regard to the Space that is hired as detailed in clause 11.2 (as amended and notified to the Hirer from time to time). The Hirer must have a mechanism for counting the number of people in the Space as it may be required by the emergency services or the University at any time during the Event to demonstrate the number of people in the Space without a physical count.
- 11.2 As at the date of these Terms, the maximum numbers permitted for the rooms in the Buildings with “persons only” are:

### The House

MAIN STAGE - 400 standing OR 214 fixed seating

STUDIO - 50 standing OR 35 seated

### Roland Levinsky Building

Flux Rehearsal Room RLB 306 - 40 standing OR 25 seated

Nexus Rehearsal Room RLB 307 - 40 standing OR 30 seated

Plexus Rehearsal Room RLB 308 - 38 standing OR 20 seated

- 11.3 The Hirer shall ensure that it, the Attendees and any other individuals shall not smoke or vape in the Buildings or associated grounds during the Hire Period and shall only permit individuals to smoke or vape in specifically designated areas.
- 11.4 The Hirer will be liable for the repair and replacement costs of damage caused by smoking or vaping by the Hirer or the Attendees, or for any other losses suffered by the University as a result of the breach by the Hirer of clause 11.3.
- 11.5 The Hirer shall ensure that it, and all Attendees follow all health and safety, emergency procedure and fire safety information and instructions given by the University, and/or displayed in the Space and ensure safe, orderly and prompt evacuation from the Space to the designated assembly point in the case of an emergency and report to a University member of staff on duty.
- 11.6 The Hirer shall prepare and provide a detailed risk assessment for the Event satisfactory in all respects to the University and observe and comply with all the University’s requirements with regard thereto. The form and content of such risk assessment shall be agreed with the University not less than 6 weeks prior to the date of the commencement of the Hire Period, failing which the University shall be entitled to terminate the booking pursuant to clause 7.4.1.
- 11.7 The Hirer shall ensure that the main gangways, emergency exits, passageways and staircases, together with the firefighting equipment are kept clear and unobstructed and that all doors are kept unlocked and unbolted.

## **12 FURNITURE, EQUIPMENT AND FIXTURES**

- 12.1 The Hirer shall be liable for any damage to or loss of property or equipment in the Space and/or belonging to the University caused by it, its employees, contractors or agents, or an Attendee.
- 12.2 Equipment belonging to the University may not be used by the Hirer without prior training and/or supervision by the University.
- 12.3 All portable appliances to be used by the Hirer and/or any Attendees in the Space must be in a safe condition. An inventory, complete with the evidence of the last portable appliance test date of all appliances to be used within the Space must be passed to the Technical Manager prior to the commencement of the Hire Period. The University reserves the right to disconnect and/or remove electrical equipment from the Space which does not display evidence of a portable appliance test within the previous 12 months.
- 12.4 The Hirer shall not bring into the Space any additional furniture or equipment without the written consent of the House Bookings Team or Technical Duty Manager and shall comply in all respects with any conditions with regard thereto which may be imposed by the House Bookings Team or

Technical Duty Manager.

- 12.5 The Hirer shall ensure that no person having the use of the Space interferes with or makes additions to the electrical, heating, or sound systems or other fixtures or fixes any nails or screws into the walls or ceilings of the Buildings.
- 12.6 All apparatus, utensils, equipment, fixtures or machines used by or on behalf of the Hirer shall be left by the Hirer in a thoroughly clean, wholesome and proper working condition to the satisfaction of the Technical Duty Manager. The Hirer will be responsible for the immediate destruction or disposal of any unconsumed food, debris or litter, which may have resulted from the Event.
- 12.7 The Hire Charge shall include a mandatory out of hours cleaning charge to be undertaken by the University following the end of the Hire Period, payable by the Hirer.
- 12.8 If the University determines in its absolute sole discretion that the Space requires extraordinary cleaning following the Event, an additional charge may be levied on the Hirer at the discretion of the University.

### **13 ALCOHOL AND CATERING**

- 13.1 The Hirer shall not be permitted to sell, store or use alcohol in the Space. If the Hirer requires a bar, this must be agreed with the House Bookings Team a minimum of 2 weeks in advance of the Hire Period.
- 13.2 The Hirer agrees and acknowledges that food and drink (other than bottled water) is not permitted within the ARC Stage and Auditorium. Any spillages must be immediately cleaned up to avoid damage.

### **14 INSURANCE**

- 14.1 The Hirer shall take out and maintain with an insurer of repute such public liability, professional indemnity, employer's liability and other insurance as the University may reasonably require to cover all risks arising in respect of the Event and the Space, and shall, if so requested by the University, produce such policies of insurance to the University as evidence of adequate insurance cover.
- 14.2 The Hirer is responsible for the insurance of its own property and the property of the Attendees and the University will not be liable for any loss or damage to Hirers' or any other person's property, howsoever caused.

### **15 INDEMNITY**

- 15.1 The Hirer shall indemnify the University against all liabilities, costs, expenses, damages and losses suffered or incurred by the University, its staff or its students, arising out of or in connection with:
  - 15.1.1 the Hirer's breach or negligent performance or non-performance of its obligations under these Terms;
  - 15.1.2 any claim made against the University for actual or alleged infringements of intellectual property rights or copyright laws arising out of or in connection with the Event;
  - 15.1.3 any claim made against the University by a third party arising out of or in connection with the supply of goods and/or services by the Hirer (or any employee, agent or sub-contractor of the Hirer) to any person at the Event; and
  - 15.1.4 any claim made against the University by a third party for death, personal injury or loss or damage to property arising out of or in connection with the Hirer, the Hire and/or the Event, to the extent that the same is attributable to the acts or omissions of the Hirer, its employees, agents or subcontractors or Attendees.
- 15.2 The Hirer shall indemnify the University against all liabilities, cost, expenses, damages and losses suffered or incurred by the University, in relation to the University's premises, the Space or any property, fixtures, fittings and equipment in or upon the Buildings, which is damaged, destroyed, stolen or removed during the Hire Period or prior to the Hire Period if the damage is in relation to or caused by the Hire.

## 16 LIMITATION OF LIABILITY

- 16.1 Each party hereby warrants and undertakes that it has full power and authority and has obtained, and will maintain and comply with, all necessary authorisations, licences, consents and permits, to enter into and perform these Terms, and that its execution and performance of these Terms will not cause it to breach any obligations it has to any third party.
- 16.2 Nothing in these Terms limit or exclude the liability of either party to the other party for, and each party accepts unlimited liability for:-
- 16.2.1 death or personal injury caused by its negligence or that of its employees or agents;
  - 16.2.2 fraud or fraudulent or negligent misrepresentation; and/or
  - 16.2.3 any other liability which cannot be limited or excluded by law.
- 16.3 Subject to clause 16.2, the total aggregate liability of the University to the Hirer and its employees or agents (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for any loss, damage, costs, charges or expenses arising under or in connection with this Agreement shall be limited to the amount of the Hire Charge.
- 16.4 Except as expressly provided in these Terms or except in cases of fraud or wilful misconduct, neither party shall be liable to the other party (whether in contract, tort (including negligence), breach of statutory duty or otherwise) for any loss, damage, costs, charges or expenses arising under or in connection with these Terms of an indirect, special or consequential nature.
- 16.5 Neither party shall be in breach of these Terms nor liable for delay in performing, or failure to perform, any of its obligations under these Terms if such delay or failure result from events, circumstances or causes beyond its reasonable control.

## 17 GENERAL

- 17.1 **Complaints.** Any complaint by the Hirer arising from the Hire or Event shall be raised with the University's staff on duty at the time, recorded in the site log book and confirmed in writing to the Technical Duty Manager within five days of the occasion of the complaint. If the complaint relates to the condition, cleanliness and 'set up' arrangements of the Space it must be reported immediately on commencement of the Hire Period to the Technical Duty Manager.
- 17.2 **Notices.** Any notice or other communication given under these Terms shall be in writing and shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post to the address and for the attention of the relevant party as detailed below. Any such notice shall be deemed to have been received if delivered personally, at the time of delivery or in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting. The University's address for the purpose of this clause is the University's Research & Creative Industries Unit, Room 501, Rolle Building, Plymouth University, Drake Circus, Plymouth PL4 8AA and the Hirer's address for the purposes of this clause shall be as stated on the Booking Confirmation, or such other address(es) notified by a party to the other. Unless specifically stated otherwise, notice given under these Terms shall not be validly served if sent by email unless a hard copy of the same is also posted to the other party in accordance with this clause 17.2.
- 17.3 **No partnership or agency.** Nothing in these Terms is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way. The rights granted by these Terms are personal to the Hirer and confer no tenancy or other legal rights on the Hirer or any other person.
- 17.4 **Freedom of Information.** The Hirer acknowledges that the University is subject to the requirements of the Freedom of Information Act 2000, the Data Protection Act 1998, the Environmental Information Regulations 2004 and/or any subordinate legislation, regulations or guidelines made or issued thereunder, and shall, on request, co-operate with the University and assist it to comply with its information disclosure requirements (if any) thereunder.
- 17.5 **Bribery.** Each party shall (and shall procure that all its employees, contractors and agents engaged in performing services under this Agreement shall) comply, with the Bribery Act 2010 and all other applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-

corruption; and not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010.

- 17.6 **Third parties.** A person who is not a party to these Terms shall not have any rights to enforce them.
- 17.7 **Variation.** Except as set out in these Terms, no variation of these Terms, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the University.
- 17.8 **Governing law.** These Terms, and any dispute or claim arising out of or in connection with them or their subject matter (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of England and Wales.
- 17.9 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter (including non-contractual disputes or claims).