

## THE TERRACE – PRIVATE HIRE AGREEMENT

THIS AGREEMENT IS MADE ON \_\_\_\_\_  
BETWEEN

(1) Barnes Field Limited t/a Beerhouses whose Registered Office is at 31 Wellington Road, Dewsbury, WF13 1HL ("the Company")

(2) \_\_\_\_\_ ("The Hirer")

### DEFINITIONS

**"The Venue"** means the fully licenced venue known as The Terrace, Wellington Road, Dewsbury, WF13 1HL excluding the offices above.

**"The Guest List"** means a list of individuals who, at the discretion of The Hirer who will be allowed entry to the Venue without purchasing a ticket.

**"Hire"** means the full private use of the Venue on the date or dates specified on this Agreement.

### BACKGROUND

The Company and the Hirer intend to enter into this Agreement relating to the use of the Venue.

This document sets out the terms and conditions relating to the use of the Venue during the following specified dates and times;

*Date & Time* \_\_\_\_\_

### IT IS AGREED AS FOLLOWS

1. The Venue is a fully licensed venue with a maximum capacity of 100. With additional seating for 50 people outside.
2. The Hirer shall be responsible for ensuring that only those people that they invite are given access to The Venue.
3. If The Hirer charges a fee for entry they will receive the income generated from all ticket sales for the Hire.

#### 4. PROVISION OF THE VENUE

4.1 The facilities provided by the Company to the Hirer at the Venue shall include the following;

- a) an in-house sound system and lighting equipment which is in fully working order;
- b) a bar which is stocked to a level that is sufficient based on the expected number of persons attending the Venue. Cask Ale will only be stocked if requested and will incur a surcharge of £50 at time of booking – refundable if sales of cask ale are over 55 pints / 80% of the cask.
- c) Agreed level of Bar Staff.
- d) First aid provision in line with the recommendations set out by the Health and Safety Executive.

#### 5. HIRER'S RIGHTS AND OBLIGATIONS

- 5.1 The Hirer shall be responsible for ticketing and/or guest list for the Hire in a responsible manner, in accordance with the Venue's minimum age and entrance policies. We operate a Challenge 25 system for the purchase of alcohol.
- 5.2 The Hirer shall not be entitled to admit people exceeding the maximum indoor capacity of 100 people, including but not limited to all paying and Guest List guests and the Hirer.

- 5.3 The Hirer shall be responsible for the completion of any paperwork as required by the Company including but not limited to that which falls under the Health and Safety Policy and Procedure or Financial reporting.
- 5.4 The Hirer shall be liable for all fees, costs or expenses and all arrangements relating to the booking of the Hire.
- 5.5 The Hirer shall be liable for the wages paid to the bar staff provided in the event that the gross takings of the Hire do not reach a minimum level of £500 for the hire.
- 5.6 Normal event time slots for bookings are up to 6 hours. If you require more than this length of time, there may be a surcharge for the extra hours.
- 5.7 The Hirer shall have access to the Venue as per the date & time of the booking including up to 30 minutes prior to the agreed start time of the Hire plus additional time as agreed to set up or dress The Venue. If this time to set-up is not within office hours or immediately prior to the Hire there may be a small charge to cover staffing costs incurred in the set-up.
- 5.8 The Hirer shall be liable for the fee, expenses or costs of additional equipment that falls outside of the Venue's provided specification.
- 5.9 The Hirer shall be liable for the fees, expenses or costs of any damage for but not limited to equipment, property or fixtures & fittings within The Venue. A security deposit of £100 is requested, payable at the time of the booking which will be refunded with 72 hours after the event on the condition that no damage has occurred during the Hire. We kindly request that guests do not bring confetti, confetti balloons, or party cannons. We reserve the right to charge a £30 cleaning fee if these items are released in the venue or outdoor space.
- 5.10 The Hirer must provide 6 weeks' notice, in writing, of cancellation or postponement of the Hire otherwise the £100 deposit will be lost as payment to the Company.
- 5.11 The Hirer agrees to reimburse the Company for all and any further costs incurred by the Company to facilitate the Hire, in the event that less than 72 hours' notice of cancellation is not provided.

## **6. COMPANY RIGHTS AND OBLIGATIONS**

- 6.1 The Company reserves the rights of admission to the Venue.
- 6.2 The Company reserves the right to refuse to serve any person attending the Hire.
- 6.3 The Company reserves the right to eject anyone from the premises for unruly, unlawful or dangerous behaviour.
- 6.4 It is agreed that whilst every effort will be made to ensure the provision of the facilities detailed in clause 5.1 the Company are not liable for any unforeseen events or incidents which may affect the running of Event which are of its control (e.g. weather, acts of terrorism, fire etc.)

This Agreement shall be governed by the law of England and Wales.

### **AGREEMENT SIGNED:**

Signature: ..... (Hirer)

Print name: ..... Dated: .....

Signature: ..... (for & on behalf of the Company)

Print name: ..... Dated: .....