



**TERMS AND CONDITIONS**

**Company Number 2478750**

**1. INTERPRETATION**

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

- BREL** Birmingham REP Enterprises Ltd
- "Additional Costs"** means the amount set out in the Event Function Sheet and any other costs, expenses or losses incurred by BREL in relation to the Event;
- "Contract"** means the Event Function Sheet and these appended Terms;
- "Deposit"** means the deposit amount set out in the Event Function Sheet;
- "Event Duration"** means the period of time from the Event Start Time to the Event End Time;
- "Event End Time"** means the date and time as set out in the Event Function Sheet;
- "Event Function Sheet"** means the event function sheet to which these Terms are appended and which sets out the Event specific details;
- "Event Start Time"** means the date and time as set out in the Event Function Sheet;
- "Event"** means your hiring of the Hire Areas for the Event Duration together with any Services which may be provided by BREL;
- "Hire Area"** means the area or areas of the Venue set out in the Event Function Sheet;
- "Services"** means the services to be provided by BREL to you as set out in the Event Function Sheet;
- "Terms"** means the terms and conditions set out in this document;
- "Total Hire Cost"** means the total hire cost of the Event as set out in the Event Function Sheet; and
- "Venue"** means the Birmingham Repertory Theatre, Broad Street, Birmingham, West Midlands B1 2EP.

1.2 When BREL use the words "written" or "writing" in these Terms, this will include e-mail unless BREL says otherwise

**2. BREL 'S CONTRACT WITH YOU**

- 2.1 These are the terms and conditions on which BREL agrees to hire the Hire Area and supply the Services to you.
- 2.2 Before you sign the Event Function Sheet, please ensure that you read these Terms carefully and check that the details in the Event Function Sheet and in these Terms are complete and accurate. If you think that there is a mistake or require any changes to be made, please contact BREL to discuss.
- 2.3 These Terms become binding on you and BREL when you sign the Event Function Sheet, at which point a contract will come into existence between you and BREL.
- 2.4 If any of these Terms conflict with the Event Function Sheet, the Event Function Sheet will take priority.
- 2.5 To contact BREL, please call 0121 245 2076 or email [thespaces@birmingham-rep.co.uk](mailto:thespaces@birmingham-rep.co.uk).

**3. CONDITIONS OF HIRE**

You agree that:

**Guests**

- 3.1 The number of guests will not be below the minimum number of guests and will not exceed the maximum number of guests each as set out in the Event Function Sheet.
- 3.2 You will notify BREL of the total number of guests attending the Event 10 working days prior to the Event Start Time. Such notification shall be provided to the event contact as specified in the Event Function Sheet.
- 3.3 If the maximum number of guests set out in the Event Function Sheet is exceeded you will be liable for any Additional Costs incurred by BREL as a result of these additional guests. Such Additional Costs shall be payable in accordance with Clause 4.4.3.
- 3.4 You will be responsible for the behaviour of the guests. Anti-social, violent or threatening behaviour or drug use will not be tolerated by BREL. BREL, its agents and subcontractors reserve the right to refuse admittance to, and remove any persons from, the Venue if deemed reasonable by BREL, its agents or subcontractors.
- 3.5 BREL operates the Venue according to the terms of its premises license. Intoxicated persons and persons under 18 years will not be served and will be asked to leave the Venue.
- 3.6 Prior to the Event Start Time, you and all of your guests will register at the location set out in the Event Function Sheet.
- 3.7 No animals (except guide dogs) will be brought into the Venue by you or your guests without BREL 's prior written consent.

**The Venue, Hire Area and Event times**

3.8 You will only access the Hire Area for the Event Duration (as further detailed in the Event Function Sheet).

- 3.9 BREL grants you a licence to use and occupy the Hire Area for the Event Duration only, in accordance with these Terms, unless the Contract is cancelled in accordance with Clause 6. Notwithstanding this licence, possession of the Hire Area shall remain with BREL and no tenancy shall be created by virtue of BREL providing the Hire Area to you for the Event Duration.
- 3.10 You will not fix anything to the walls, floors, fixtures, fittings or any other surfaces of the Venue.
- 3.11 Any signs or displays required for the Event will be free standing and are subject to prior written approval by BREL.
- 3.12 You will be charged as an Additional Cost for any damage caused by you or any of your guests' actions. Such Additional Costs shall be payable as set out in Clause 4.4.3.
- 3.13 The Venue is a no smoking building and neither you nor any of your guests will smoke in the Venue.
- 3.14 No balloons will be used in the theatre spaces of the Venue and no fireworks or candles are to be used at the Event without BREL 's prior written approval.

### **Third party suppliers**

- 3.15 You will not use any third party suppliers (i.e. suppliers other than BREL) for any services at the Event unless you agree such use with BREL in writing before the Event Start Time.
- 3.16 For the avoidance of doubt, no production/theming items, audio visual equipment, entertainment (such as DJ's, bands or musicians), flowers, corporate signs/displays, furniture or any other items may be brought to the Venue and used at the Event without BREL 's prior written approval.
- 3.17 Should BREL approve the use of a DJ, band or musician, this is subject to the necessary PRS forms being completed and signed.

### **Food and drink**

- 3.18 All food and drink orders should be communicated to BREL in writing at least 10 working days before the Event Start Time.
- 3.19 Any changes to your food and drink orders must be made at least 3 working days before the Event Start Time. Any changes after this time (including allergy and dietary requirements) cannot be guaranteed.
- 3.20 Only food and drink supplied by BREL 's approved suppliers can be used at the Event. For further details of BREL 's approved suppliers, please contact BREL.
- 3.21 If you wish to bring your own food or your own caterers to the Event, this must be agreed with BREL in advance and you must sign a disclaimer form prior to the Event Start Time.

### **Filming, press and photography**

- 3.22 You will ask and get prior permission from BREL before taking any videos or photographs in areas outside of the Hire Area.

- 3.23 BREL can assist you with filming and/or photography provided that you agree with BREL your filming and/or photography requirements before the Event Start Time.
- 3.24 Unless you provide BREL with prior notice to the contrary, you consent to any pictures taken by BREL at your Event being used for marketing purposes.
- 3.25 You will clearly communicate in detail to BREL at or before the time of signing these Terms any press or media attendance or involvement at the Event. Such attendance or involvement is subject to BREL 's prior approval.

### **Your belongings: delivery and storage**

- 3.26 All materials you bring in specifically to the Event (including, but not limited to: corporate signs, marketing materials, publications, displays and goody bags) will be agreed with BREL prior to the Event Start Time and will only be delivered to BREL at the agreed date and time.
- 3.27 BREL can, on request, provide a detailed policy for deliveries to the Venue.
- 3.28 On-site storage for your materials and belongings is not available. All materials will be removed from the Venue immediately following the Event End Time unless a different collection date and time is agreed with BREL in advance.
- 3.29 BREL will not under any circumstances guarantee the safe keeping of any materials or belongings at any time (including, without limitation, any Event related materials and the personal possessions of your guests and third party suppliers).

### **Invitations**

- 3.30 If using BREL 's logo on invitations, you will only use the logo supplied to you by BREL.
- 3.31 Venue images for use on invitations must be provided by BREL only (a sheet of images can be provided on request). Adaptation of the building's external image is not permitted.
- 3.32 If provided for in the Event Function Sheet you will submit to BREL for prior approval all advertising materials and invitations relating to the Event.

## **4. PRICE AND PAYMENT**

- 4.1 The Total Hire Cost for the Event is set out in the Event Function Sheet. Our prices may change at any time, but price changes will not affect your booking once you have paid the Deposit.
- 4.2 All prices quoted are subject to the addition of VAT at the rate prevailing at the Event Start Time.
- 4.3 If the rate of VAT changes between the issue date specified on the Event Function Sheet and the Event Start Time, BREL will adjust the rate of VAT that you pay, unless you have already paid for the Event in full before the change in the rate of VAT takes effect.
- 4.4 You must make the following payments to BREL within the stated time periods:
  - 4.4.1 The Deposit must be paid within 28 days of the date of issue of the Event Function Sheet;

- 4.4.2 Any event booked and taking place within 28 days is to be paid in full before the event.
- 4.4.3 Any Additional Costs or other amounts owing to BREL following the Event must be paid within 30 days of an invoice being issued to you. If this does not fall within your company's payment terms, prior written approval needs to be given from BREL.
- 4.5 If the Deposit is not paid within 28 days of the date of issue of the Event Function Sheet, BREL shall be entitled to allow a third party to book the Hire Area for the Event Duration instead of you and to terminate this Contract.
- 4.6 If you do not make any payments due to BREL by the due date for payment:-
  - 4.6.1 a charge of £45.00 will be made on your account to cover bank and administration costs; and
  - 4.6.2 BREL may charge interest to you on the overdue amount at the rate of 3% a year above the rate of Barclays Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay BREL interest together with any overdue amount.
- 4.7 Payment of any of the amounts set out in Clause 4.4 can be made by BACS (bank details will be provided on request), Visa Debit, Visa Credit, Mastercard or American Express by calling BREL on 0121 245 2076.
- 4.8 A discretionary service charge of 12.5% will be added to the food and beverage bill for any Event involving food and/or beverages.
- 4.9 You agree that BREL may pass your personal or company information to credit reference agencies and that they may keep a record of any search that they do.

## 5. EVENTS OUTSIDE BREL 'S CONTROL

- 5.1 BREL will not be liable or responsible for any failure to perform, or delay in performance of, any of BREL 's obligations under these Terms that is caused by an Event Outside Our Control.
- 5.2 For the purposes of this Clause 5, an "Event Outside Our Control" means any act or event beyond BREL 's reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications network.
- 5.3 If an Event Outside Our Control takes place that affects the performance of BREL 's obligations under these Terms:
  - 5.3.1 BREL will contact you as soon as reasonably possible to notify you; and
  - 5.3.2 BREL 's obligations under these Terms will be suspended.

## 6. CANCELLATION & POSTPONEMENT POLICY

### BREL 's right to cancel or postpone

- 6.1 BREL may have to cancel the Event and/or the Services before the Event Start Date, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which BREL cannot provide the Event and/or the Services. BREL will promptly contact you if this happens.
- 6.2 If BREL has to cancel an Event and/or the Services under Clause 6.1 and you have made any payments in advance, BREL will refund such amounts as are relevant to the cancellation. To the extent permitted by law, you and your guests shall have no further claim whatsoever against BREL in respect of such a cancellation of the Event and/or the Services.
- 6.3 BREL may cancel this Contract at any time with immediate effect by giving you written notice if:
  - 6.3.1 you do not pay BREL when you are supposed to as set out in Clause 4. This does not affect BREL 's right to charge you administration fees or interest for late payment; or
  - 6.3.2 you break the Contract in any other material way and you do not correct or fix the situation as soon as reasonably possible after BREL asks you to in writing.

### Your right to cancel or postpone

- 6.4 If you cancel or postpone the Event prior to the Event Start Time you will be charged £25.00 for cancelling the Event to cover the administration time taken to arrange the original booking.
- 6.5 In addition to the administration charge set out in Clause 6.4, to the extent permitted by law, BREL shall be entitled to the following cancellation charges:
  - 6.5.1 126 or more days prior to the Event Start Time, BREL will return the Deposit in full;
  - 6.5.2 91 - 125 days prior to the Event Start Time, the cancellation fee will be 25% of the Total Hire Cost;
  - 6.5.3 61 - 90 days prior to the Event Start Time, the cancellation fee will be 50% of the Total Hire Cost;
  - 6.5.4 31 - 60 days prior to the Event Start Time, the cancellation fee will be 75% of the Total Hire Cost; and
  - 6.5.5 1 - 30 days prior to the Event Start Time, the cancellation fee will be 100% of the Total Hire Cost.

## 7. BREL 'S LIABILITY IF YOU ARE A BUSINESS CUSTOMER

### This Clause 7 only applies if you are a business customer.

- 7.1 Nothing in these Terms limits or excludes BREL 's liability for death or personal injury caused by its negligence, fraud or fraudulent misrepresentation, or for any other matters which cannot be limited or excluded by law.
- 7.2 Subject to Clause 7.1, BREL will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
  - 7.2.1 any loss of profits, sales, business, or revenue;
  - 7.2.2 loss of business opportunity;

7.2.3 loss of goodwill; or any indirect or consequential loss.

7.3 Subject to Clause 7.1, BREL 's total liability to you in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Total Hire Cost.

7.4 Except as expressly stated in these Terms, we do not give any representation, warranties or undertakings in relation to your use of the Venue and/or the Services. Any representation, condition or warranty which might be implied or incorporated into these Terms by statute, common law or otherwise is excluded to the fullest extent permitted by law.

## 8. BREL 'S LIABILITY IF YOU ARE A CONSUMER

**This Clause 8 only applies if you are a consumer (i.e. you are an individual not acting in the course of your business, trade or profession).**

8.1 If BREL fails to comply with the terms of the Contract, BREL is responsible for loss or damage you suffer that is a foreseeable result of its breach of the terms of the Contract or its negligence, but BREL is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of BREL 's breach or if it was contemplated by you and BREL at the time we entered into the Contract.

8.2 BREL is allowing you to use the Hire Area and the Services for domestic and private use only. You agree not to use the Hire Area or the Services for any commercial, business or resale purposes, and BREL shall have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

8.3 BREL does not in any way exclude or limit its liability for:

8.3.1 death or personal injury caused by our negligence;

8.3.2 fraud or fraudulent misrepresentation;

8.3.3 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);

8.3.4 any breach of the terms implied by section 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); or

8.3.5 defective products under the Consumer Protection Act 1987.

8.4 As a consumer, you have legal rights in relation to the Hire Area and where the Services are not carried out with reasonable skill and care, or if the materials BREL use are faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## 9. RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY BREL

9.1 **If you are a consumer**, to the extent permitted by law, you will be responsible to BREL for any loss or damage to the Venue (and any goods, items or property inside the Venue) and for death or personal injury to any persons which is caused by any act or omission of you, your guests, employees, agents or subcontractors.

9.2 **If you are a business customer**, you shall keep BREL indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit and loss of reputation) suffered or incurred by BREL as a result of the breach, negligent performance or failure or delay in performance of the Contract by you, your guests, employees, agents or subcontractors.

## 10. OTHER IMPORTANT TERMS

10.1 We will use the personal information you provide us to inform you about similar products or services that BREL provide, but you may stop receiving these at any time by contacting BREL.

10.2 BREL may transfer its rights and obligations under these Terms to another organisation, and BREL will always notify you in writing if this happens, but this will not affect your rights or BREL 's obligations under the Contract.

10.3 You may only transfer your rights or your obligations under these Terms to another person if BREL agrees in writing.

10.4 This Contract is between you and BREL. No other person shall have any rights to enforce any of its terms.

10.5 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

10.6 If BREL fails to insist that you perform any of your obligations under these Terms, or if BREL does not enforce its rights against you, or if BREL delays in doing so, that will not mean that BREL has waived its rights against you and will not mean that you do not have to comply with those obligations. If BREL does waive a default by you, BREL will only do so in writing, and that will not mean that BREL will automatically waive any later default(s) by you.

10.7 **If you are a consumer**, please note that these Terms are governed by English law. This means the Contract and any dispute or claim arising out of or in connection with it will be governed by English law. You and BREL both agree to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

10.8 **If you are a business customer**, the Contract 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 and that the courts of England and Wales shall have exclusive jurisdiction in relation to the same.