



QUANTUM EVENTS CENTRE LTD

Terms and conditions

JAN 2017



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TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In these Terms and Conditions the following definitions apply:

1.1.1 **"Agreement"** means an agreement for the hire of the Premises between Quantum Gateway/ Silk City Radio trading as Quantum Events Centre (Quantum Events Centre) and the Hirer, as further set out in a Booking Form or other document signed by both Quantum Events Centre and the Hirer, which incorporates these Terms and Conditions;

1.1.2 **"Quantum Events Centre"** means Quantum Gateway Ltd trading as Quantum Events Centre, a company, incorporated in England and Wales with company number 9732997 and with its registered address at Sohan Singh House, 44 Bradford Street, Walsall, WS1 3QA

1.1.3 **"Booking Form"** means a letter in the form set out in Schedule C (Pro-Forma Booking Form), which once signed by the Hirer shall form a part of this Agreement;

1.1.4 **"Charge"** means the total charges for the hiring of the Premises as set out in the relevant Booking Form;

1.1.5 **"Council"** means 'Birmingham City Council'

1.1.6 **"Deposit"** means the amount(s) paid pursuant to Clauses 6.1 as applicable and includes the variable deposit paid by the Hirer relating to their invoice or specific quotation, on returning the Booking Form to Quantum Events Centre to confirm the booking;

1.1.7 **"Manager"** means the Quantum Events Centre representative appointed to oversee the Event and for the duration of such Event only, the Manager shall be the Officer in Charge;

1.1.8 **"Event"** means the purpose of the hiring as set out in the relevant Booking Form;

1.1.9 **"Event Set Up"** means the set up formation for the Event, as specified in the Booking Form

1.1.10 **"Hirer"** means the person or entity named in the Booking Form as the hirer of the Premises;

1.1.11 **"Intellectual Property Rights"** means all patents, trademarks, service marks, trade names, goodwill, registered designs, design rights, database rights, copyrights and other forms of intellectual or industrial property (in each case in any part of the world, whether or not registered for their full period of registration with all extensions, renewals and revivals, and including all applications for registration or otherwise), confidential information (including know-how or secret processes), rights in computer software and any similar or equivalent rights and assets which may now or in the future subsist anywhere in the world;

1.1.12 **"Officer in Charge"** means the person for the time being appointed by Quantum Events Centre to enforce the Agreement and to be generally responsible for matters concerning Quantum Events Centre arising out of the use of the Premises or otherwise. This is a member of Quantum Events Centres **"Events Team"** or, during an Event only, the designated Duty Manager;



1.1.13 **“Premises”** means any space, or a part thereof and/or any other part of the Quantum Events Centre subject to the Agreement between Quantum Events Centre and the Hirer;

1.1.14 **“Staff”** means those individuals provided by the Hirer to perform a role during the Event, including attendants, catering and waiting staff, stewards, receptionists, vehicle marshals and ushers;

1.1.15 **“Terms and Conditions”** means these Clauses 1 through 14 and Schedules A, B and C.

1.2 In these Terms and Conditions:

- 1.2.1 Headings are for convenience only and shall not affect its interpretation;
- 1.2.2 The singular include the plural and vice versa, unless the context otherwise requires;
- 1.2.3 References to Clauses, Schedules and parties are references to clauses, schedules and the parties to these Terms and Conditions;
- 1.2.4 References to a statutory provision include references to the statutory provision as modified or re-enacted from time to time and any subordinate legislation made pursuant to the statutory provision, whether before or after the date of the Agreement;
- 1.2.5 References to persons or entities include a reference to natural persons, anybody corporate, unincorporated association, trust, partnership or other entity or organization and that person’s or entity’s successors or assigns; and
- 1.2.6 Whenever the words “include, “includes”, “including” or “in particular” (or similar derivatives) are used, are deemed to be followed by the words “without limitation”;

1.3 In the event of a conflict between these Terms and Conditions and a Booking Form, these Terms and Conditions shall take precedence unless and solely to the extent the conflicting provision of the Booking Form specifically states that a Clause or Section of the Terms and Conditions shall not apply and provides an alternative provision to be read in its place.

1.4 These Terms and Conditions together with any Booking Form constitute the entire agreement, and supersede and extinguish any previous oral or written understandings, warranties, undertakings, commitments, contracts or representations between the parties relating to the Event. Any other correspondence that the parties may use for agreeing or arranging the Event or otherwise administering these Terms and Conditions or any Booking Form will be for administrative convenience only and terms and conditions included on such correspondence will have no effect and will not modify these Terms and Conditions or any Booking Form (even if such correspondence states otherwise).

2. APPLICATIONS FOR HIRE

2.1 All applications for hire must be made through the Officer in Charge. The Hirer must state the date(s) and times of its function, the room(s) and purpose for which they are required plus any additional resources, services and equipment required. Having determined such details and a hire fee agreed according to current tariffs, Quantum Events Centre will make a booking which will be held for seven days, and will issue a Booking Form to the Hirer which when completed shall be returned to the address below with the deposit (or Charge) as required in the Booking Form: Quantum Events Centre, 77 Upper Trinity Street, Digbeth, B9 4EG

2.2 Applications will not be accepted from persons under 18 years of age

2.3 Quantum Events Centre reserves the right to refuse any application for hire and shall not be required to offer any reason or explanation.



2.4 No public announcement of the hiring shall be made until the booking has been confirmed and the appropriate deposit or, in the case of a hiring due to commence within two weeks of such confirmation, the full Charge has been paid.

2.5 No booking will be deemed to be confirmed until such time as the deposit required in the Booking Form has been received and acknowledged by Quantum Events Centre.

3. PERMITTED NUMBERS

3.1 The maximum number of persons to be allowed admission to the Premises (by room and type of Event being staged) at any one time is set out below and the Hirer shall ensure that these numbers are exceeded:

ROOM	MAXIMUM NUMBER OF PEOPLE ("CAPACITY")
MAIN EXHIBITION ROOM	Contact Us
MEETING ROOM	50
OUTSIDE AREA	200
DANCE STUDIO	100
WHOLE VENUE EXHIBITION	Contact Us
WHOLE VENUE CLUB	Contact Us

3.2 Quantum Events Centre may, in its absolute discretion, reduce the Capacity if it is expedient or necessary to do so. In the event that Quantum Events Centre reduces the Capacity by more than twenty percent (20%) of the Capacity existing at the time the booking was made, Quantum Events Centre will notify the Hirer and Hirer shall be entitled, at its option, to cancel its booking. For any cancellation made pursuant to this Clause

3.2 If a cancellation is made within 14 days of booking, then the hirer will be offered a suitable replacement date within 6 calendar months of the original booking. The cancellation must be confirmed in writing by the Hirer to the Officer in Charge within 7 days of notification of the change from Quantum Events Centre.

4. RESTRICTIONS ON USE

4.1 **Use of Quantum Events Centre Name or Logo:** Quantum Events Centre reserves all Intellectual Property rights and all other rights in and to the Quantum Events Centre name, logo and any derivations of the same and nothing in this Agreement shall be deemed to assign such Intellectual Property rights or other rights.

4.2 **Anything considered to be dangerous, undesirable or unsuitable:** If anything is considered by the Officer in Charge to be likely to be undesirable, in breach of copyright, unsuitable or dangerous to any person or property inside or outside such premises, it shall on request be removed by the Hirer forthwith.

4.3 **Films:** The premises hired will not be used for the exhibition of film unless film of non-flammable material is used, and in such cases the licensing requirements of the Council and all other applicable regulations and requirements must be complied with.

4.4 **Smoking:** Smoking is not permitted anywhere within the Premises.

5. SUB-LETTING AND RIGHT OF ENTRY

5.1 The rights granted to the Hirer in this Agreement shall not operate or be deemed to operate as a demise of the Premises and do not create a relationship of landlord and tenant. The Hirer shall not have or be entitled to any right, estate or titles in the Premises save as expressly given in this Agreement.



5.2 The Hirer shall not sub-let, or attempt to sub-let, the Premises or part thereof.

5.3 During the hire period set out in the Booking Form the Premises shall remain at all times in the possession, management and control of Quantum Events Centre.

Quantum Events Centre reserves to itself the right of entry for its duly authorized officers, agents, employees and contractors, and the employees of its duly authorized contractor(s), to all parts of the Premises at all times and Quantum Events Centre requires that any Staff employed by the Hirer shall be instructed accordingly.

5.4 Quantum Events Centre reserves the right to refuse admission and/or to eject from the Premises any person or persons (including staff) as the Quantum Events Centre may reasonably determine.

5.5 Quantum Events Centre reserves the right to cancel, postpone or terminate this booking at any time and entirely at their discretion if they consider there is, or in their sole opinion, is likely to be any risk to the Premises and/ or any breach of the terms and conditions of this agreement.

5.6 The event organiser must provide a suitable member of staff to run the ticket office, or Quantum Events Centre will provide a staff member and will charge the organiser at £10ph payable at the end of the event.

6. PAYMENT OF CHARGES

6.1 Where the hiring is to commence and with acceptance of the booking by Quantum Events Centre, upon confirmation of the booking Quantum Events Centre will provide an invoice to the Hirer for the total Charge. The invoice is payable within 7 days, and the booking is not confirmed until payment has cleared.

6.2 N/A

6.3 Quantum Events Centre reserves the right to increase prices without notice. All bookings for events taking place after any price increase may be liable to a higher Charge for the Premises hired. In the event that Quantum Events Centre increases the price beyond the Charge specified in the Booking Form, Quantum Events Centre will notify the Hirer and the Hirer shall be entitled, at its option, to cancel its booking. For any cancellations made pursuant to Clause

6.4, Quantum Events Centre will return all monies paid by the Hirer without any further compensation. The cancellation must be confirmed in writing by the Hirer to the Officer in Charge within 14 days of notification of the price change from Quantum Events Centre. If the Hirer chooses to continue with its booking:

6.5.1 An electricity charge of £0.47p per KWH used will be payable on the day or taken out of the security deposit.

6.5.2 If the Hirer has already paid the Charge, Quantum Events Centre will issue an invoice for the amount of the price increase to be paid by the Hirer and payment of the invoice is due within 14 days of the date of the invoice.

6.6 A cleaning surcharge of £75 per room used will be payable on the day, or taken out of the security deposit; unless the venue is returned in the sound condition; and the Exhibition Manager has signed a release form.

6.7 The Security deposit will be refunded to the hirer if, at the conclusion of the hire period the venue has not been damaged, and is either handed over fully cleaned, or the cleaning and electricity fee has been paid. The bar take on each event must also reach a minimum set by the venue and the hirer on a sliding scale; otherwise a 50% charge or 75% charge will be taken.



7. CANCELLATIONS

7.1 In the event of any cancellation or termination of the hiring for any reason, no liability shall fall upon Quantum Events Centre in respect of any loss sustained or expenses incurred by the Hirer or any other person as a result thereof. The Hirer is advised to insure against such loss.

7.2 Quantum Events Centre may cancel or terminate any hiring, with immediate effect, if there is any significant omission from or a misstatement in the booking process by the Hirer, if the Premises are hired or used for any purposes which has not been approved by Quantum Events Centre or if there is any breach of these Terms and Conditions which the Hirer fails to remedy within the timescale reasonably required by the Office in Charge.

7.3 In the event of a cancellation pursuant to Clause 7.2, the Charge paid (or any part thereof paid by way of a Deposit) will be forfeited and the Hirer shall be liable to Quantum Events Centre for any costs, expenses and losses incurred by Quantum Events Centre.

7.4 Any Hire fee and security deposit paid is non refundable if the event is cancelled after 14 days of booking.

8. LOSS, DAMAGE OR INJURY

8.1 Under no circumstances will Quantum Events Centre make good or accept responsibility or liability in respect of any loss, theft or damage, howsoever or by whomsoever caused, of or to any goods or property whatsoever of the Hirer in or upon the Premises.

8.2 Quantum Events Centre will not be liable for any loss occasioned to the Hirer as a result of the breakdown of equipment, a failure in the supply of electricity, a leakage or penetration of water, a fire or explosion, a government restriction or an act of God beyond their control, which may cause the Premises to be temporarily closed or the hiring to be interrupted, curtailed or cancelled.

9. INDEMNIFICATION

9.1 In every hiring of the Premises there shall be deemed to be implied on the part of the Hirer an undertaking with Quantum Events Centre to comply with these Terms and Conditions, and any statutory provisions governing the use of the Premises, and to indemnify and save harmless Quantum Events Centre from all penalties and costs which Quantum Events Centre may incur in consequence of any default of the Hirer in complying with such Terms and Conditions and statutory provisions.

9.2 The Hirer shall indemnify Quantum Events Centre, its officers, employees, contractors and agents from and against:

9.2.1 all claims, demands, actions expenses, damages, penalties or proceedings arising out of or in any way connected with the hiring in respect of: (a) any loss or theft of, or damage to, any property of any person whilst in or upon the Premises during the period of the hiring, and (b) the death or injury howsoever or to whomsoever caused which shall occur while such person is in or upon the Premises or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury (excluding any death or injury caused by an act, omission or the negligence or Quantum Events Centre);

9.2.2 All penalties, damages, costs and proceedings which may be incurred in consequence of any breach or default by Hirer or its Staff in complying with Clause 11 (Compliance with Statutes and Regulations); and



9.2.3 Any claim for any duty, tax royalty or copyright fee payable in respect of any entertainment given during the hiring period and against any infringement of any Intellectual Property Rights which may occur during the hiring.

10. THIRD PARTY/PUBLIC LIABILITY INSURANCE

10.1 The Hirer must have public liability insurance for all public Events with an indemnity limit of not less than five million pounds (£5,000,000) for the duration of the hiring.

10.2 Quantum Events Centre recommends that the Hirer obtains cancellation insurance and accidental damage cover as part of its insurance policies.

10.3 The Hirer will supply confirmation of Public Liability Insurance and any other insurance policies at least 21 days before the event.

11. COMPLIANCE WITH STATUTES AND REGULATIONS

11.1 The Hirer shall strictly observe and perform the relevant provisions contained in The Children's and Young Persons Act 1933, the copyright, Designs and Patents Act 1988, or any statutory modification or re-enactment thereof and all other statutory provisions and shall comply with all obligations and requirements of any licensing authority applicable to any hiring.

11.2 The Hirer shall strictly observe the requirements and regulations of any licensing authority which are applicable to the Event, and any regulations regarding the number of persons to be admitted, number and location of uniformed Staff (other than Quantum Events Centre employed staff), arrangement of seating, widths of gangways between chairs, stands and tables, the requirement to keep free of obstruction any emergency signs, stairways and exits and other like requirements.

12. END OF HIRE PERIOD

12.1 The Hirer shall remain on the Premises until the Event is finished and shall be responsible for ensuring that all persons attending the Event shall vacate and be clear of the Premises at the time of termination of the hiring (as set out in the Booking Form.)

12.2 In view of the close proximity of residential property, Quantum Events Centre has a duty of care to ensure that its operations and activities take place without prejudice to the local neighbourhood. Consequently, the Hirer shall ensure that all attendees leave the premises in a quiet and orderly manner.

13. CATERING AND BAR

13.1 Quantum Events Centre and its agents have sole and exclusive rights to operate the bar facilities on the Premises and agrees to supply an adequate number of trained bar staff to manage the areas.

13.2 Quantum Events Centre can also offer the option of Dry Hire or Pre-paid bar, however this must be agreed by Quantum Management, and stated in the Conditions on the booking form.

13.3 Food from outside caterers can only be provided if specified on the booking form along with accompanying food hygiene information.

13.4 A corking charge will be payable on the day for any alcohol brought onto the premises; and the organiser must provide a list 7 days before, and agree the fee with the Management Team



SCHEDULE "A" ON-SITE REQUIRMENTS

1. ACCESS ONTO THE PREMISES AND AVAILABILITY

1.1 Under no circumstances will the Hirer or its attendees, Staff, performers, exhibitors or any other persons associated with the hiring be allowed onto the Premises before the time of commencements of the hire period, as set out in the Booking Form.

1.2 The Hirer and any people associated with the hiring must have vacated and be clear of the Premises by the time of completion of the hire period, as set out in the Booking Form.

1.3 Whilst Quantum Events Centre will use its best endeavours to ensure halls and rooms will be available to the correct specification, no guarantee can be given that halls or rooms will be available to the required plan immediately upon commencement of the hire period.

1.4 The Hirer shall be responsible for providing to the Officer in Charge all table plans, exhibition plans, floor plans and all other audio visual requirements, temporary staff requirements and room layouts a minimum of two weeks prior to the date of the commencement of the Event.

2. SUPERVISION OF THE PREMISES

2.1 There shall be present throughout the hiring a person or persons, being the Hirer and/or a nominated representative of the Hirer, who shall accept responsibility for ensuring the effective control and supervision of the Event and all persons therein and for compliance with these Terms and Conditions, and the name, address and status of such person(s) shall be communicated to the Officer in Charge at the commencement of the hiring.

2.2 Nominated representatives should make themselves known to Quantum Events Centre staff on duty.

3. STAFFING

3.1 For all public Events on the Premises, the Hirer shall provide a sufficient competent Staff to secure a proper standard of observance and performance of all regulations and these Terms and Conditions and the ongoing good conduct of all attendees. These Staff shall have been specifically instructed by the Hirer as to their essential responsibilities in the Event of fire or other emergency.

3.2 The primary duty of Quantum Events Centre Staff is to ensure that safe conditions are maintained in the Premises and to achieve this they will:-

3.2.1 Ensure that no overcrowding occurs in any part of the Premises;

3.2.2 Keep all gangways and exits clear at all times;

3.2.3 Prevent standing on seats and/or furniture; and

3.2.4 Be aware of any special requirements needed to ensure the safe evacuation of the attendees.

3.3 Quantum Events Centre Staff shall be readily identifiable to the public by means of some conspicuous clothing or marking system which is visible under all lighting conditions.

3.4 All security services for events will be provided by Quantum Events Centre's vetted contractors. Manned Security services do not form part of the booking fee. The hirer will pay security services at the end of the contracted hours.

4. ADVERTISING, DECORATIONS AND PYROTECHNICS

4.1 No poster or announcement advertising the purpose for which the Premises have been engaged shall be produced until it has been approved by Quantum Events Centre, an announcement is to be made before receipt of payment for the Charge unless with the prior consent of Quantum Events Centre. All posters and tickets in connection with the function shall carry the words "The right of admission is strictly reserved to Quantum Events Centre". All advertising material should clearly state the location of the Event as applicable.

4.2 No fly posting is allowed anywhere. Fly posters may be removed by Council Enforcement Officers. Any fines enforced by the council will be passed to the hirer.

4.3 The Hirer shall not display and shall ensure that no other person displays any advertisement relating to the hiring by affixing the same to or utilizing the support of a lamp-post, guard rail, electricity relay box or any other item of street furniture or trees within the London Borough of Southwark except with the prior written consent of the Officer in Charge. Details of permissible advertising may be obtained from the Transportation and Highways administration.

4.4 Posters, banners and advertisements on the Premises may only be hung or displayed at the times and locations agreed in advance with the Officer in Charge.

4.5 If in any doubt as to the acceptability of placing, sizes, designs or appearance of advertisements or decorations please contact the Officer in Charge for further advice. Duty Managers are not available to assist in hanging banners or other advertising materials.

4.6 The Hirer shall not cause or permit any person connected with the hiring to drive any nails, screws or other fixings into the walls or floors or into any furniture or fittings or do or permit to be done anything likely to cause damage to the building or any such furniture or fittings.

4.7 No notice, sign, flag, bunting, banner, decoration, drapery or other item shall be affixed to any part of the building or to the furniture or fittings therein by adhesive tape or adhesive substance, unless the prior written permission of the Officer in Charge has been obtained, and no adhesive tapes may be used to mark wooden or carpeted floors.

4.8 High level signage may only be erected by professional signage companies and due account must be taken of all of the requirements in this Schedule A and the requirements of the Health and Safety at Work etc Act 1974.

4.9 No decorations, flags, emblems, gas-filled balloons, streamers or confetti will be permitted either externally or internally without the previous consent in writing of the Officer in Charge. Where such consent is given, it will be conditional on the use of non-flammable material or material treated with an approved fireproofing substance. The removal of gas-filled balloons from high ceilings will be charged to the Hirer.

4.10 Quantum Events Centre reserves the right to remove any poster, emblem or decoration visible outside the Premises which in the opinion of the Officer in Charge shall be or become unseemly or unsightly.

4.11 Naked flames, smoke making machines, indoor fireworks and stage pyrotechnics will not normally be permitted in the Premises. Applications in writing, with accompanied risk assessment, to waive this regulation must be made to the Officer in Charge for consideration and the Hirer is advised that substantial additional staffing costs may be incurred if approval is granted.

5. OBSTRUCTION OF PASSAGEWAYS, ETC

5.1 All gangways, corridors, staircases, passageways, entrances and exits must at all times be kept free from obstruction.

5.2 Fire doors must remain closed at all times when not in use. Fire doors must not be obstructed or wedged or permanently tied closed.

6. DAMAGE TO PROPERTY

6.1 During building and dismantling of any Event the Hirer must protect all floors, walls, soft furnishings, glass, pillars, cornices, entrances, decoration, artworks, furniture and fixtures and fittings relating to the Premises.

6.2 The Hirer shall repay to Quantum Events Centre on demand the cost of reinstating or replacing any part of the Premises or any property whatsoever belonging to Quantum Events Centre in or upon the Premises which shall be damaged, destroyed, stolen or removed during the period of hiring.

7. DELIVERY AND REMOVAL OF GOODS

7.1 The Hirer shall be responsible for ensuring that persons who supply equipment, decorations and other goods, and all other persons on the Premises in connection with the hiring, shall bring in and take away goods at such times as the Officer in Charge considers reasonable and in such manner as to prevent nuisance or annoyance to the local Council and to residents in the neighbourhood.

7.2 The Hirer shall ensure that motor vehicles are not parked in such a way as to obstruct the entrance or exit routes to and from the Premises. Quantum Events Centre accepts no responsibility in respect of any vehicle or for any loss or damage to any vehicle or its contents.

7.3 The Hirer acknowledges that it is illegal to park on the pavement at anytime or (unless in possession of a residents' parking permit) in any residents' bay during restricted hours.

8. ELECTRICAL INSTALLATIONS

No alterations or additions to the existing lighting arrangements or connection to the electrical installations shall be made except with prior written permission of the Officer in Charge.

9. EMERGENCY PROCEDURES

9.1 In the event of an emergency occurring within the Premises during the hiring period, alarms will be activated in all areas. The Duty Manager will immediately ascertain the area from which the alarm has been set off. The Hirer will be advised as follows:

9.1.1 False alarm – no evacuation required, no further action; or

9.1.2 Immediate evacuation required from the building.

9.2 In the event that immediate evacuation is required Quantum Events Centre staff and site trained security will take responsibility that the procedure below is to be followed.

9.2.1 Evacuation should be immediate and no attempt should be made to gather or retrieve possessions from the cloakroom or other parts of the building. No attempt should be made to enter or re-enter the building until given the all clear by the Duty Manager.

9.2.2 Evacuation shall be onto River Upper Trinity Street. Emergency exits are signed with a figure of a running man above the door or exit.

9.2.3 Evacuate in an orderly manner, as quickly as possible and without running,

9.3 The Hirer is required to bring these procedures to the attention of its entire Staff and all attendees immediately before the Event commences.



9.4 First aid is located in the front managers office, Quantum Events Centre will ensure a first aider is on site at all times while open to the public.