

## TERMS AND CONDITIONS FOR THE HIRE OF COLLEGE FACILITIES

### 1. DEFINITIONS AND INTERPRETATION

<b>“Attendees”</b>	any persons attending the Event and/or the Premises in connection with the Event (including, but not limited to, the Hirer’s employees, agents, sub-contractors and guests).
<b>“Business Day”</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
<b>“Charges”</b>	the charges payable by the Hirer for the hire of the Venue in accordance with clause 3.
<b>“College Personnel”</b>	employees of the College.
<b>“College”</b>	Myerscough College established in 1993 under The Further and Higher Education Act 1992 with main centre at St Michael’s Road, Bilsborrow, Preston PR3 0RY.
<b>“Conditions”</b>	these terms and conditions as amended from time to time in accordance with clause 21.
<b>“Consumer”</b>	a ‘consumer’ as defined by the Consumer Rights Act 2015, being an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession.
<b>“Contract”</b>	the contract between the College and the Hirer for the supply of Services in accordance with these Conditions.
<b>“Event”</b>	the meeting, conference, workshop, function, party, game, show, hire or any other event to be held at the Venue during the Hire Period as specified in the Event Booking Form.
<b>“Event Booking Form”</b>	the booking form signed by the Hirer and on behalf of the College in such form as the College may require, and setting out the details of the hire of the Venue by the Hirer.
<b>“Event Supervisor”</b>	the employee representative of the College co-ordinating the Event.
<b>“Force Majeure Event”</b>	any circumstance not within the College’s reasonable control including, without limitation, acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or sub-contractors; and interruption or failure of utility service.
<b>“Hire Period”</b>	the period of hire of the Venue as set out in the Event Booking Form (which, for the avoidance of doubt, shall include set up and clear time).
<b>“Hirer”</b>	the person or firm who hires the Venue from the College.
<b>“Normal College Hours”</b>	8.30am until 5.00pm on any Business Day.
<b>“Premises”</b>	the College’s Preston campus estate.
<b>“Services”</b>	any ancillary services to the hire of the Venue to be provided by the College, as set out in the Event Booking Form.
<b>“Venue”</b>	such part(s) of the Premises as identified in the Event Booking Form on/in which the Event is to take place.

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### 2. THE CONTRACT

- 2.1 The Event Booking Form constitutes an offer by the Hirer to hire the Venue in accordance with these Conditions and shall only be deemed to be accepted when signed by the College at which point and on which date the Contract shall come into existence (“**Commencement Date**”).
- 2.2 Any drawings, descriptive matter or advertising issued by the College, and any descriptions or illustrations contained in the College's brochures, are issued or published for the sole purpose of giving an approximate idea of the Premises and other College centres described in them. They shall not form part of the Contract or have any contractual force.
- 2.3 These Conditions apply to the Contract 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.
- 2.4 Any quotation given by the College shall not constitute an offer, the Venue may be hired subject to availability and the agreement of the Principal and College Corporation or their delegates. The College is under no legal obligation to hold events on its Premises which are open to the outside public and reserves the right to refuse an application without explanation.

### 3. CHARGES AND PAYMENT

- 3.1 The Charges for the hire of the Venue and any Services shall be as set out in the Event Booking Form. Any requirement for a deposit shall be set out in the Event Booking Form.
- 3.2 A deposit, or full payment, may be required when confirming the booking and will be stated in the Event Booking Form.
- 3.3 The College reserves the right to vary the Charges upon 7 days' written notice where the College's costs of providing the Services are increased due to factors beyond the College's control.
- 3.4 All Charges quoted are inclusive of all utility charges, but exclude all other costs (including, but not limited to use of telephone, photocopying, College materials etc) which will be recharged to the Hirer at the rate applicable at time of use.
- 3.5 Payment must be made by the Hirer in accordance with the payment terms specified in the Event Booking Form.
- 3.6 Without prejudice to any other right or remedy that it may have, if the Hirer fails to pay the College any sum due under the Contract on the due date:
- (a) the Hirer shall pay an additional charge, equivalent to 5% of the invoice value (net of VAT), plus VAT if applicable, on invoices unpaid after 90 days;
  - (b) the College may terminate the Contract in accordance with clause 7.4(a).
- 3.7 All sums payable to the College under the Contract:
- (a) are exclusive of VAT, where applicable, and the Hirer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
  - (b) shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

### 4. USE OF THE VENUE

- 4.1 The College gives no warranty as to the suitability of the Venue for the purpose for which it is hired and it is the Hirer's responsibility to satisfy itself concerning this.
- 4.2 The Hirer may only use the Venue for the purpose specified by it in the Event Booking Form and this purpose must be lawful.
- 4.3 The Hirer must complete risk assessment(s) for the Event as necessary and will be required to supply the Event Supervisor with a copy of these risk assessments in advance of the Hire Period. Failure to provide a copy of these risk assessments in advance of the Hire Period, as required in these Conditions, will lead to the termination of the Contract (see clause 7.4(b)).
- 4.4 The Hirer must ensure that the maximum capacity approved at the time of the booking for a particular Event (and as set out in the Event Booking Form) is not exceeded.
- 4.5 Under the Education Act (No.2) 1986, the College is required to take such steps as are reasonably practicable to ensure:

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- (a) that freedom of speech within the law is secured for students and employees of the College and for visiting speakers; and
- (b) the use of the Premises shall not be denied to any individual or body of persons on account of their gender, colour, race, language, religious belief, age, marital status, disability, learning difficulty, sexuality, socio-economic status or any other beliefs or views or policies or objectives.

The Hirer shall co-operate at all times with the College to ensure compliance.

- 4.6 The Hirer must submit prior to use/publication, for approval by the College, any publicity material produced in connection with the Event which includes any College logos, photographs, material etc. or mention of the College directly or indirectly by name.

### **5. EQUIPMENT**

- 5.1 No furniture, fittings or equipment shall be moved or removed by the Hirer.
- 5.2 Temporary fixtures must not be nailed, screwed or otherwise affixed to walls, floors, furniture or buildings, and placards are not to be posted on College buildings without prior permission from the College.
- 5.3 No tents, marquees, temporary structures, generators etc are to be erected or used on the Premises without prior permission from the College.
- 5.4 The Hirer may only erect any Event-specific materials at the commencement of the Hire Period and must remove them immediately following the end of the Hire Period. Any property left by the Hirer on the Premises after the Hire Period may be removed and stored/disposed of at Hirer's risk.
- 5.5 The Hirer must ensure during the Hire Period that the Venue, surroundings and equipment are kept in a clean and tidy condition, secure when not in use and at the end of Hire Period are litter and damage free and properly secured and stored.

### **6. SERVICES**

- 6.1 The College shall supply the Services to the Hirer as set out in the Event Booking Form.
- 6.2 The College shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the College shall notify the Hirer in any such event.
- 6.3 The College warrants to the Hirer that the Services will be provided using reasonable care and skill.

### **7. CANCELLATION**

- 7.1 Cancellation of the booking by the Hirer will be subject to any cancellation Charges specified in the Event Booking Form.
- 7.2 The College reserves the right to cancel the hire of the Venue or to relocate the Event to another equivalent venue on the Premises for any reason and at any time prior to the Hire Period by written notice to the Hirer.
- 7.3 Where the College cancels the hire of the Venue for:
- (a) unexpected building work or repairs to the Premises; or
  - (b) a Force Majeure Event,
- the College will use all reasonable endeavours to notify the Hirer promptly of any alternative dates or relocation. In such circumstances if the College is not able to offer reasonably alternative dates or locations to the Hirer, then the College will refund all Charges paid by the Hirer less a contribution to the costs the College has already incurred in relation to the hire.
- 7.4 Where the College cancels the hire of the Venue due to:
- (a) a failure by the Hirer to pay any part of the Charge(s) when due; or
  - (b) a failure by the Hirer to provide full and accurate particulars of the Event as required (including, but not limited to, the risk assessment required under clause 4.3 and insurance details required under clause 17.3); or
  - (c) if the College decides that the Hirer or the Event is, or is reasonably likely to be, in contravention of these Conditions,

then any deposit or prepayment paid by the Hirer shall be forfeited and the College reserves the right to seek damages for any additional losses caused.

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7.5 In the event of the cancellation of the booking by the College, the College will not be held liable for any expenditure incurred, damage to reputation or loss sustained directly or indirectly by the Hirer, arising from the cancellation.

### 8. SAFEGUARDING AND PREVENT

#### Safeguarding

- 8.1 The College considers the safeguarding of anyone using or hiring the College facilities a priority. As such appropriate policies and procedures are in place to protect the College and individuals. The College's Safeguarding, Child Protection, Prevent and Missing from Education policy and procedure states anyone using our facilities must follow appropriate policies, procedures and guidelines.
- 8.2 If an Event is residential and involves children or young people under the age of 18, the Hirer must provide 24 hour contact details of their Designated Senior Person for safeguarding ("**DSP**") to the Event Supervisor. Further details are available in the Keeping Children Safe in Education September 2016 statutory guidance.
- 8.3 It is the duty of the Hirer to ensure all regulatory requirements for safeguarding are met and they complete checks, eg DBS checks and have written assurance on all their staff/volunteers. The Hirer warrants and represents that it has delivered appropriate training to their staff/volunteers.
- 8.4 The Hirer will be required to demonstrate that it has suitable policies and procedures in place for safeguarding and promoting the welfare of any children attending the Event and have taken appropriate steps to inform parents and children about how to raise any concerns they may have.
- 8.5 It is the responsibility of the Hirer or their DSP to inform the College's Designated Senior Lead for Safeguarding ("**DSL**") of any safeguarding incidents or issues.

#### Prevent

- 8.6 The Counter-Terrorism and Security Act 2015 places legal responsibility on the College and anyone hiring the facilities to ensure individuals are prevented from becoming involved in extremist or radicalisation activities. The College may request details and content of any activities or presentations taking place during the course of the Event.
- 8.7 The Hirer will provide the Event Supervisor with the name(s) of any external speaker(s) they will host during the Event and brief details of topic(s) at least 2 weeks prior to the Event.
- 8.8 Any Hirer organising an external speaker will be required to conduct brief research into the proposed speaker and ensure they do not pose a risk to anyone involved and that the views being expressed, or likely to be expressed, do not constitute extremist views that risk drawing people into terrorism or radicalisation or are shared by terrorist groups.
- 8.9 If the Hirer has any doubt as to the suitability of the speaker, they should refer the decision to the College.
- 8.10 The College reserves the right to cancel, prohibit or delay any Event with external speakers if the above is not followed, requested information not produced or if health, safety and security criteria cannot be met.

### 9. ATTENDEES AND SUPERVISION

- 9.1 The Hirer will be held responsible for all Attendees and will ensure that they comply with all these Conditions at all times whilst on the Premises.
- 9.2 The College reserves the right to refuse admission to or eject from the Premises the Hirer or any Attendees at any time before, during or after the Hire Period.
- 9.3 The Hirer must have an identified leader on the Premises during the Hire Period and provide the name and contact details of this person to the Event Supervisor no later than the commencement of the Hire Period.
- 9.4 The Hirer must ensure that all activities undertaken during the Hire Period are properly supervised by the Hirer or their delegate and that if the Event is residential, the Hirer's representatives are strategically accommodated amongst all residents. Suitable arrangements must be made in respect of all regulatory requirements for Safeguarding and Prevent as detailed in clause 8.
- 9.5 The Hirer will provide the Event Supervisor, no later than the commencement of the Hire Period, with a Personal Emergency Evacuation Plan (PEEP) for Attendees who may require assistance in an emergency evacuation due to mobility issues, a visual impairment and/or a hearing impairment, setting out the adjustments necessary by the Hirer for maintaining Attendees personal safety.

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### 10. FIRST AID, ACCIDENTS AND FIRE

- 10.1 The Hirer accepts full responsibility for and must ensure that adequate first aid arrangements are in place throughout the Event.
- 10.2 During Normal College Hours or whilst the Sports Centre is staffed, the College may be able to assist in first aid related matters. If any Attendee requires first aid, they should contact any member of College Personnel or dial '0' on any College internal telephone for Reception and state clearly their requirements.
- 10.3 All accidents, incidents or cases of illness which occur to any Attendee on the Premises must be reported to a member of College Personnel.
- 10.4 The Hirer must ensure that a College accident report is completed in relation to any accident, incident or instance of ill-health in connection with the Event within 10 business days of the accident occurring. Accident report forms, available from the Reception desk in the main College building or the Sports Centre, should be completed and returned to Reception.
- 10.5 The Hirer must ensure that they and all Attendees, whilst present on the Premises, familiarise themselves with the surroundings, escape routes, location of firefighting equipment, alarm systems and evacuation procedures. In the event of a fire they should activate the fire alarm and leave the building immediately. Lifts must not be used. They should contact a member of College Personnel and inform them of the nature of the fire making their way to the assembly point as indicated on the fire regulation notices. College Personnel will inform the fire service and manage the incident. They should await further instruction and not re-enter the building until told to do so by a member of the Fire and Rescue Service or a College fire marshal.
- 10.6 In the event that no member of College Personnel is available following a serious accident or incident, or in the case of a fire, the Hirer or any Attendee, must contact the emergency services and make arrangements to meet the emergency services at one of the entrances to the College and direct to the location of the incident.
- 10.7 All calls made to the emergency services during Normal College Hours must be reported immediately to the Reception at the Premises for them to inform the relevant members of staff. Any calls out of Normal College Hours must be reported to the duty Residential Support Officer.
- 10.8 No fire appliances or fire safety equipment may be removed from the Premises or tampered with and all corridors, passageways, entrances and exits must be kept clear of obstruction at all times.

### 11. BEHAVIOUR

- 11.1 The Hirer must, and must take all practicable steps to ensure that all Attendees, whilst present on the Premises:
- (a) act in a respectable and orderly manner;
  - (b) do not cause any nuisance or interference to the College, its students, other users of the Premises or local residents;
  - (c) do not do anything which could bring the College's name and reputation into disrepute;
  - (d) comply with all laws, regulations, legislation and licence conditions as may be applicable;
  - (e) only enter the Venue and those areas/buildings of the Premises which they are permitted to use as specified on the Event Booking Form;
  - (f) observe any temporary or permanent exclusion areas on the Premises;
  - (g) do not cause any damage to the Premises or to any property contained within it;
  - (h) follow the instructions of the College's Personnel at the Premises;
  - (i) drive with due care and attention observing the 10mph speed limit; and
  - (j) comply with the parking regulations of the College, ensuring they park in one of the designated car parks, do not obstruct footpaths and other vehicles and keep access clear for emergency services and goods vehicles.
- 11.2 The sale of alcohol and use, possession or supply of drugs by the Hirer or Attendees is not permitted on the Premises at any time.

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- 11.3 The College operates a zero tolerance policy in relation to the supply, possession and use of:
- (a) drugs and/or any drug paraphernalia
  - (b) solvents
  - (c) volatile substances
  - (d) alcohol whilst under the legal age limit and excessive alcohol consumption
- and will deal appropriately with any incidents.
- 11.4 Smoking or the use of e-cigarettes is not permitted anywhere on the Premises other than designated smoking shelters. Cigarettes must be extinguished responsibly and disposed of in the metal bins provided.
- 11.5 No weapons, explosives, inflammable materials, candles, fireworks, other pyrotechnics or any unlawful item may be brought onto the Premises at any time. The College may, in its sole discretion, refuse to allow to be brought onto the Premises any item considered to be dangerous or offensive.
- 11.6 No collections, games of chance, sweepstakes, lotteries or betting may be conducted on the Premises without prior written permission from the College.
- 11.7 No animals, other than assistance dogs, should be brought onto the Premises without prior written permission from the College.

### 12. **FILMING**

No filming, photography or other recording is to take place in any part of the Premises for either private or commercial use without prior written consent from the College.

### 13. **MUSIC AND FILMS**

It is the responsibility of the Hirer to obtain the appropriate PRS, PPL and/or film licence(s) prior to the Event where any live or recorded music or film is to be played or screened.

### 14. **CATERING**

No external catering provision is permitted on the Premises without prior written permission from the College. Where permission is granted, all persons supplying food must hold an appropriate food hygiene certificate and insurance and comply fully with the requirements of the relevant food safety and hygiene regulations and acts.

### 15. **DATA PROTECTION**

- 15.1 The College uses closed circuit television (CCTV) images to provide a safe and secure environment and to protect College property.
- 15.2 Personal data provided to us or obtained during monitoring of the CCTV will be used:
- (a) to enable the College to hire the Venue to the Hirer, and provide the Services (if any);
  - (b) for the College's administrative requirements (eg accident logs and health and safety reporting); and
  - (c) to comply with any regulatory or legislative requirements,
- and will be kept only as long as necessary and in accordance with the Data Protection Act 1998.
- 15.3 The College may pass on such personal data to third parties where the law either requires or allows it to do so.

### 16. **INDEMNITY**

The Hirer shall be liable for and shall fully indemnify the College against all actions, proceedings, claims, damages, charges, costs, expenses whatsoever brought or made against the College in respect of any:

- (a) damage, theft or loss of property, goods, vehicles, articles or things placed, deposited, brought into or left upon the Premises either by the Hirer or any Attendee.
- (b) personal injury to or the death of any person arising out of or in the course of the hire of the Premises by the Hirer, save where such death or personal injury arises out of the negligence of the College or any College Personnel; and
- (c) breach of the Contract by the Hirer.



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### 17. LIABILITY AND INSURANCE

- 17.1 The Hirer will be responsible for any loss or damage to the Premises or any part of it or its fixtures or fittings or to any of the College's equipment before, during or after the Hire Period by any Attendee or anyone acting on behalf of the Hirer.
- 17.2 The Hirer or anyone acting on behalf of the Hirer must report any damage or loss to College Personnel as soon as reasonably practical.
- 17.3 The Hirer must take out and maintain Public Liability insurance cover for the Event with a minimum limit of indemnity of £5m for each and every claim. Proof of insurance cover must be provided on the return of the signed Event Booking Form and Memorandum of Agreement. Failure to provide proof of insurance cover as required in these Conditions, at the time of signing and returning the Event Booking Form and Memorandum of Agreement will lead to the termination of the Contract (see clause 7.4(b)).
- 17.4 The Hirer must ensure that all contractors, agents, vendors or other commercial providers attending the Event are insured to the same insurance standard and requirements as outlined in these Conditions.
- 17.5 Nothing in the Contract shall limit or exclude the College's liability for:
- (a) death or personal injury caused by its negligence;
  - (b) fraud or fraudulent misrepresentation; or
  - (c) any other liability which cannot be limited or excluded by applicable law.
- 17.6 Subject to clause 17.5, the College shall not be liable to the Hirer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- (a) loss of profits;
  - (b) loss of sales or business;
  - (c) loss of agreements or contracts;
  - (d) loss of anticipated savings;
  - (e) loss of or damage to goodwill;
  - (f) any indirect or consequential loss.
- 17.7 If the Hirer is a Consumer, then the College shall only be responsible to the Hirer for foreseeable loss and damage caused by the College and/or the College Personnel breaking the Contract or failing to use reasonable care and skill.
- 17.8 If the Hirer is not a Consumer, then subject to clause 17.5, the College's total liability to the Hirer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the amount of the Charges paid by the Hirer to the College.

### 18. EVENTS OUTSIDE THE CONTROL OF THE COLLEGE

- 18.1 Provided it has complied with clause 18.2, if the College is prevented, hindered or delayed in or from performing any of its obligations under the Contract by a Force Majeure Event, the College shall not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations.
- 18.2 The College shall:
- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the Hirer of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on the College's ability to perform any of its obligations under the Contract; and
  - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

### 19. TERMINATION

- 19.1 The College may terminate the Contract at any time during the Hire Period where the Hirer is in breach of the terms of the Contract, and the Hirer shall immediately vacate the Premises and cease to use any Services.
- 19.2 In the event of any such termination the Hirer shall remain liable for the Charges in full.
- 19.3 Termination shall not affect any rights or remedies of the College arising or accruing prior to termination.

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### 20. NOTICES

- 20.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next Business Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
  - (b) sent by fax to its main fax number; or
  - (c) sent by email to the address specified in the Event Booking Form.
- 20.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt;
  - (b) if sent by pre-paid first-class post or other next Business Day delivery service, at 9.00am on the second Business Day after posting or at the time recorded by the delivery service; and
  - (c) if sent by fax or email, at 9.00am on the next Business Day after transmission.
- 20.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### 21. CHANGES TO THESE CONDITIONS

- 21.1 Subject to clauses 21.2, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 21.2 The College may change these Conditions at any time upon written notice to the Hirer to:
- (a) reflect changes in relevant laws and regulatory requirements;
  - (b) implement minor changes, adjustments or improvements which do not adversely affect the Hirer's hiring of the Venue or use of the Services; or
  - (c) implement more significant changes, in which case the Hirer shall be entitled to cancel the Contract upon written notice and be refunded any Charges already paid.

### 22. OTHER IMPORTANT TERMS

- 22.1 The College is bound to provide the hire of the Venue and perform the Services in accordance with the Contract. If the Hirer is a Consumer, the Hirer should visit the Citizens Advice website at [www.adviceguide.org](http://www.adviceguide.org) or call 03454 04 05 06 for detailed information as to the Hirer's legal rights.
- 22.2 The Hirer shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract.
- 22.3 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- 22.4 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 22.5 The rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
- 22.6 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 22.7 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 22.8 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.



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- 22.9 If there is an inconsistency between any of the provisions of the Contract and the provisions of these Conditions, the provisions of the Event Booking Form shall prevail.
- 22.10 Nothing in the Contract 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, or authorise any party to make or enter into any commitments for or on behalf of any other party.
- 22.11 Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 22.12 No one other than a party to the Contract shall have any right to enforce any of its terms.

### **23. GOVERNING LAW AND JURISDICTION**

- 23.1 The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 23.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction (unless the Hirer is a Consumer resident in Scotland or Northern Ireland, in which case the Scottish or Northern Irish Courts shall also have jurisdiction) to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.