

SCHEDULE 1

Please note this Schedule incorporates the HEART Terms and Conditions, a copy of which are attached (the “**HEART Terms**”).

DATE:

REFERENCE:

HEART: Headingley Enterprise and Arts Centre Limited (CRN 06848581) of Bennett Road, Headingley, Leeds, LS6 3HN (“**HEART**”)

USER DETAILS: Name (the “**Occupant**”):

Address:

Number:

Email:

ROOM / FUNCTION: Room (the “**Premises**”):

Date(s) of hiring:

Permitted hours:

Max number of persons using the Premises:

Furniture required:

Other booking information:

RATES & CHARGES : Rates:

Total payable:

Payment Date:

HEART permit the Occupant to use the Premises at the dates and times indicated above, on the following conditions (always subject to the Heart Terms):

1. The Occupant shall be entitled to use the Premises only during the Permitted Hours and must allow for setting up and clearing away time in the booking.
2. If the Occupant wishes to provide public music, dancing or other public entertainment, the Occupant must first obtain any necessary licence(s) and provide copies of such to the HEART Centre Manager upon request. Where applicable, the Occupant shall comply with Performing Right Society (PRS) regulations if relevant. Please see www.prsformusic.com for further information.
3. No open fires, candles or unauthorised electrical equipment shall be used in the Premises or anywhere within the HEART Centre. Any electrical equipment which HEART permits (in advance and in writing) to be brought into the HEART Centre must either be under 12 months old (and accompanied by a receipt) or have a current PAT certificate (a copy of which must be provided to HEART upon request).

4. The Occupant shall be responsible whilst using the Premises for the preservation of order and shall take all practicable steps to ensure that nothing shall occur at the Premises, which might breach any law statute or by-law or any regulations in relation to the use of the Premises.
5. Noise levels must be contained to a reasonable level at all times and after 10.30pm shall not be audible in the neighbouring properties. The Occupant is requested to encourage participants/audience/performers to leave as promptly and quietly as possible at the end of the evening and to ensure that get out of equipment is done in the same manner.
6. The Occupant shall undertake a risk assessment in advance of its event at the Premises.
7. In the event that the Occupant or any attendee (authorised or otherwise) suffers any loss or injury while at the Premises during the Permitted Hours or otherwise in connection with the event being hosted by the Occupant at the Premises, the Occupant shall be liable for such loss/injury. Further, the Occupant must obtain adequate insurance cover for all aspects of its event and any activities undertaken at the Premises during the event (including without limitation public liability insurance and, if applicable, professional indemnity insurance and/or employers liability insurance).
8. Except as expressly set out in this Schedule (which incorporates the HEART Terms), all warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from the contract. HEART shall not be liable for any loss of profit; business; contract; goodwill; anticipated savings; use; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses. HEART's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise shall be limited to the total amount paid or payable by the Occupant in respect of its use of the Premises, as set out at the head of this Schedule or [£100], whichever is the greater. Nothing excludes HEART's liability for death or personal injury caused negligence or for fraud
9. The Occupant hereby indemnifies HEART in respect of any loss, cost or damage suffered or incurred by HEART in connection with the Occupant using the Premises.
10. All meetings must be entirely open to inspection at any time and without notice by the HEART Centre Manager.
11. Anyone who runs a workshop, class or group at HEART shall not do or permit to be done on the premises at HEART anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to HEART or to tenants or occupiers of the premises or any owner or occupier of neighbouring property or incompatible with the spirit and ethos of HEART (Prohibited Use). HEART reserves the right to cancel any room booking where the purpose of that booking is deemed by HEART in its sole discretion to be a Prohibited Use.
12. Anyone who runs a workshop, class or group at HEART is held to be liable for the safety and wellbeing of those who attend that session. The group leader or those running the workshop, class or group warrant to HEART that they hold all current and valid permissions, certifications, qualifications and all other consents, licences,

authorisations and approvals whether of a public or private nature which shall be required to allow them to run the workshop, class or group (Necessary Documentation). This would include, but is not limited to, DBS Checks, safeguarding procedures, certification validating their position (eg a teaching qualification etc). HEART accepts no responsibility or liability where injury or incident occurs due wholly or in part to:

- a) the negligence of the group leader and/or those running the workshop, class or group; or
- b) the group leader and/or those running the workshop, class or group not having the Necessary Documentation.

13. The group leader and/or those running the workshop, class or group agree and undertake to:

- a) to observe any reasonable rules and regulations HEART makes and notifies to group leader and/or those running the workshop, class or group from time to time governing their use of the HEART premises; and
- b) to indemnify HEART and keep HEART indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - i. a Prohibited Use of the HEART premises;
 - ii. negligence of the group leader and/or those running the workshop, class or group;
 - iii. the group leader and/or those running the workshop, class or group not having the Necessary Documentation.

14. Please inform us immediately if any damage has been done to either the Premises or the Centre during your usage. If, in the opinion of the Centre Manager, the damage goes beyond that of normal wear and tear the Occupant will be asked to make good or cover the cost of repair.

15. If you wish to move any equipment or furniture please check first with a Manager.

16. No furniture may be introduced in to the Centre without the Centre Manager's prior approval. No fixtures or decorations requiring nails, screws, pins, staples, adhesive tape or similar shall be allowed.

17. All furniture, equipment and other possessions belonging to the hirers shall be removed from the Premises by the Occupant immediately at the expiry if the permitted hours each day unless special storage arrangements have been agreed with Centre Manager beforehand.

18. The Occupant shall be responsible for informing all persons at their meeting of the location of fire escape routes and fire-fighting equipment and when it is anticipated that more than sixty persons are likely to be present, for the appointment of stewards to take charge of an evacuation in the event of an emergency.

19. The Occupant shall ensure that emergency exit routes are unlocked and not in any way obstructed at any time. When seating is used in the rooms the Occupant shall also be responsible for ensuring adequate gangways are maintained in order to facilitate a speedy evacuation in the event of an emergency.

20. An Emergency Procedures booklet is available at Reception and it is in the Occupant's best interests to familiarise themselves with the procedures laid out in this. HEART's Health & Safety policy is available to be viewed outside of the Weetwood room. If the Occupant has any concerns over Health & Safety they should raise this immediately with a member of staff. The Occupant shall be responsible for ensuring knowledge of fire safety and evacuation rules. The Occupant and all persons at their meeting shall be required to leave the building should any fire evacuation test take place unless otherwise agreed due to PEEP – Personal Emergency Evacuation Plan.
21. HEART will use reasonable endeavours to ensure the Premises and any common areas are clean and tidy for the Occupant at the start of the Permitted Hours.
22. All spaces occupied or used by the Occupant, including common areas, toilets, kitchen facilities etc, must be left in a tidy and clean state, any rubbish being removed from the Premises at the end of the period of use. If this is not done the Centre may make additional charges to cover the cost of cleaning.
23. Smoking is not permitted in any part of the Premises and the Occupant shall ensure that this policy is strictly adhered to at all times.
24. The Centre may need to be closed in an emergency, or for maintenance or repairs. The management reserves the right to cancel any booking for these reasons, and without reasonable notice.
25. The Centre must be closed by 11:00pm and therefore all users must vacate the building by this time.
26. No illegal, indecent or immoral activity is permitted. Unless otherwise agreed in writing in advance, no betting, gaming or gambling is permitted in the Premises or anywhere in the Heart Centre.
27. All written materials used during events or for promotion/advertising must comply with equal opportunity principles and must not be offensive.
28. Any use of the name, trademark or intellectual property owned or controlled by HEART is prohibited without prior written consent.
29. The Occupant shall pay to the HEART Centre for the use of the Premises, the sums invoiced.
30. Unless otherwise agreed in advance and in writing, payment should be made in full prior to the date of the event. The Occupant shall not be entitled to withhold any sum, whether by set-off, counterclaim or otherwise.
31. Unless otherwise agreed in advance and in writing, payment shall be made by direct payment to HEART's bank account (details of which are set out below) using the reference detailed at the top of this Schedule. Where HEART agrees in advance and in writing, alternative methods of payment include cash, cheque and card can be used.

The Co-operative Bank
Sort Code: 089299
Account: 65346547

32. Payment made in full 1 month or more in advance of the event shall be subject to a 5% discount. This shall apply to first bookings only.
- 29a. In addition; any first-time booking may be subject to a one-off and without prejudice, discounted rate. This shall be the subject of the initial booking only and not apply to any further bookings whether these be a different room or for a different reason.
33. Failure to pay all monies by, or on, the date of the event may incur additional administration costs of 5% of monies owed. (This charge would not be incurred on any items not on the original invoice).
34. We reserve the right to add costs and interest to this debt under 'Late Payment of Commercial Debts Regulations 2013', and are legally entitled to do so.
35. If under our debt recovery procedures we have had to issue a third reminder letter any debt outstanding may be subject to a claim under the small claims court.
36. 28 days notice of cancellation is required or you will be charged 50% of your booking.
37. Failure to notify us in advance of a cancellation will be subject to payment of 100% where the room was unable to be used for any other purpose.
38. HEART retains the right to cancel an event in specific circumstances. These include:
- a. HEART giving the Occupant a minimum of 1 month's prior written notice;
 - b. HEART not receiving full payment in line with payment terms stated
 - c. HEART cannot accommodate the event due to circumstances beyond their control
 - d. Where HEART requires the accommodation for a specific event and where an alternative cannot be secured. In the case of termination under this clause 34d payment will not be due where HEART cancel the occupation of the premises for an alternative event.
39. The contract shall be governed by English law and the English courts shall have exclusive jurisdiction.
40. No party who is not a party to the contract shall have any rights to enforce any term of the Contract, whether under the Contracts (Rights of Third Parties) Contract 1999 or otherwise.

Signed on behalf of HEART...

Signed by the Occupant or by
an authorised signatory of the Occupant

Signature.....

Print Name.....

Position (if applicable).....

Date.....