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MOMA Machynlleth

Venue Hire Terms and Conditions

- 1 Definitions & Interpretations
- 2 Booking A Venue
- 3 Deposits, Charges, Invoices & Payment
- 4 Event Times
- 5 Cancellation
- 6 Licencing and Statutory Regulations
- 7 Copyright and Royalties
- 8 Lotteries, Raffles & Gaming
- 9 Children
- 10 Personal Property
- 11 Equipment Storage
- 12 Instruments, Presentational and Other Equipment
- 13 Catering, Alcohol & Entertainment Policy
- 14 Discotheque and Live Music
- 15 AV Equipment/Footage
- 16 Electrical Equipment
- 17 Advertising & Event Promotion
- 18 Box Office and Front of House Facilities
- 19 Damage
- 20 Health & Safety
- 21 Special Conditions
- 22 Good Order and Nuisance
- 23 Right of Entry
- 24 Complaints and Feedback
- 25 Insurance
- 26 No Smoking/Vaping Policy
- 27 Indemnity
- 28 Limitation of Liability
- 29 Events beyond our Reasonable Control
- 30 Communications and Contract Details
- 31 Privacy Policy and Data Protection
- 32 Freedom of Speech
- 33 Modern Slavery
- 34 Other Important Terms
- 35 Counterparts



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1 Definitions & Interpretations

- 1.1 The **“Venue”** means the “property/properties” at the Premises for which a Contract is agreed.
- 1.2 **“We”** and **“MTT”** means Machynlleth Tabernacle Trust.
- 1.3 The **“Hirer”** and **“You”** means the organiser or organising body or company responsible for commissioning of and payment for the Event.
- 1.4 **“Additional Charges”** means any extra charges payable by a Hirer in respect of an Event pursuant to these Terms and Conditions (including, without limitation, in respect of hospitality, entertainment, instruments, equipment, commission charges, staff, cleaning, making good any damage caused and any licensing or other statutory costs or penalties).
- 1.5 **“Contract”** means the agreement between MTT and the Hirer for an Event booking or series of bookings. It is formed of the completed Hire Agreement, and the Booking Agreement. The Contract will commence once the Hire Agreement has been signed by both the Hirer and MTT. MTT would like to draw your attention specifically to Clause 6 of these terms relating to cancellation by the Hirer.
- 1.6 **“Deposit”** means the sum payable as specified in the Booking agreement.
- 1.7 **“Event”** means the booking of the Venue for a specified date(s) for a concert, rehearsal function, conference, lesson, meeting, or other event which is being held subject to these Terms and Conditions.
- 1.8 **“Premises”** means The Machynlleth Tabernacle Centre and MOMA Machynlleth, The Tabernacle, Heol Penrallt, Machynlleth, SY20 8AJ, Wales.
- 1.9 **“Venue Fee”** Means the set amount payable for the hire of the Venue as specified in the Booking agreement and confirmed by MTT.
- 1.10 **“Working Days”** means 9.00 – 16.30 Monday to Friday excluding Public Holidays in Wales.

2 Booking A Venue

- 2.1 All booking applications are confirmed on the appropriate Booking agreement (**“Booking agreement”**) and acceptance of all bookings is at the sole discretion of MTT. The Booking agreement includes the date(s) and times of the proposed Event(s), the Venue(s) required and the purpose of the Event together with details of any additional resources, services, and equipment required at the time of booking. The entire time the venue is required for must be booked and paid for (as the Venue Fee is calculated from the time persons connected with the Event commence setting up in the Venue until the time the last persons connected with the event vacates the Venue). (This applies even if actual hours used on the event day(s) exceed the number of hours stated on the Booking agreement. In this instance, the total number of hours actually used are payable.)
- 2.2 On completion of the Booking agreement, MTT will:
 - 2.2.1 Make a provisional booking which will hold the Venue(s) for fourteen (14) calendar days or up to seven (7) calendar days before the event date(s) (whichever is sooner).
 - 2.2.2 Confirm, via the Booking agreement, what Deposit is required and by when it is payable (usually this is twenty-five percent (25%) of the Venue Fee payable within fourteen (14) calendar days);
 - 2.2.3 Confirm what final payment is required and by when it is payable (usually this is twenty eight (28) calendar days after the proposed date of the Event); and



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- 2.2.4 Issue the Hire Agreement which the Hirer should complete and return to Machynlleth Tabernacle Trust, The Tabernacle, Heol Penrallt, Machynlleth, SY20 8AJ, Wales with the required deposit.
- 2.3 The Hire Agreement must be completed and returned within fourteen (14) calendar days of receipt from MTT and at least twenty-eight (28) calendar days prior to the proposed date of the Event. The Event is not a confirmed booking until the Deposit has been received in cleared funds by MTT and an authorised signatory of MTT has signed it.
- 2.4 The person signing the Hiring Agreement – or if that person is signing as an authorised representative of an organisation that organisation - shall be deemed to be the Hirer and as such, the person responsible to MTT for the payment of the Venue Fee and any other Additional Charges and the observance of these Terms and Conditions.
- 2.5 No public announcement of any Event shall be made until the Hire Agreement has been signed and confirmed by MTT.
- 2.6 MTT may require references, which it considers satisfactory, to be provided prior to its signature of the Hire Agreement.
- 2.7 The Hirer **shall not sub-let the Venue or any part of it.**

3 Deposits, Charges, Invoices & Payment

Deposits

- 3.1 The Deposit confirmed in the Booking agreement must be paid by the time specified in the Booking agreement, usually within fourteen (14) days, in accordance with Clause 3.3 (Payments) below. Should the Hirer fail to make payment within fourteen (14) calendar days of being requested to do so, MTT will treat the Event booking as having been cancelled by the Hirer. Please note that Deposits are not returnable by MTT under any circumstances in the event of cancellation of an Event by the Hirer.

Payment

- 3.2 The balance of the Venue Fee and the Additional Charges as specified in the Booking agreement must be paid no later than twenty-eight (28) calendar days after the Event in accordance with Clause 3.3 (Payments) below.
- 3.3 Payment shall be by cash or such credit cards as are recognised by MTT. Payment by BACS is also acceptable provided a remittance advice is provided detailing the invoice number.
- 3.4 All Prices quoted are inclusive of VAT at the standard rate at the prevailing time or stated to be exempt from VAT where applicable.

Additional Charges, Final Invoices & Interest

- 3.5 Final Invoices in respect of any Additional Charges not paid in advance and/or PRS fees will be submitted on completion of the Event or in accordance with specific billing arrangements agreed between MTT and the Hirer. Payment is due thirty (30) calendar days from the date of the invoice.
- 3.6 MTT reserves the right to charge interest on overdue amounts at 2% above Natwest bank's Base Rate and to take legal action where necessary to recover the debt.
- 3.7 The Hirer shall pay MTT any Additional Charges specified in the Booking Agreement or for any other services requested by the Hirer and sourced or supplied by MTT either before the Event date or on the Event date itself that are not specified in the Hire Agreement.



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4 Event Times

- 4.1 Events are required to start and finish at the times specified in the Booking agreement. Following confirmation of the Booking agreement, changes may not be possible unless agreed by MTT in writing. Any extension (authorised or otherwise) may incur Additional Charges as MTT, in its sole discretion, considers appropriate in the circumstances to cover extra expenses incurred and additional Venue Fees. Extensions to any Event time are in any event subject to licensing regulations.

5 Cancellation

5.1 Consumer Cancellation Cooling Off Period

- 5.1.1 If you are an individual booking an Event for purposes which are wholly or mainly outside your trade, business, craft or profession (a “Consumer”), you have a legal right to cancel a Contract during the cancellation period set out below in Clause 5.1.2 (except in certain circumstances of Clause 5.1.5). This means that if during the relevant period you change your mind or decide for any other reason that you do not want to proceed with an Event you have booked, you can inform MTT of your decision to cancel the Contract and receive a full refund (except in the circumstances of Clause 6.1.5).
- 5.1.2 Your legal right to cancel a Contract starts from the date the Event booking is confirmed (the date on which MTT confirm the acceptance of your booking request), which is when the Contract with you comes into existence. Your legal right to cancel the Contract ends at the end of fourteen (14) days after the date on which the Contract comes into existence (except in certain circumstances of clause 5.1.5).
- 5.1.3 To cancel a Contract, you just need to let MTT know that you have decided to cancel. The easiest way to do this is to email MTT at info@moma.machynlleth.org.uk. Your cancellation will be effective from the date of your email.
- 5.1.4 If you cancel your Contract in accordance with clauses 5.1.1 to 5.1.3, MTT will refund you the full price you have paid for the event (except in the circumstances of clause 5.1.5).
- 5.1.5 If an Event begins before the end of the cancellation period referred to in Clause 5.1.2, you may lose your right to cancel the Contract and receive a full refund of the price you paid for the Event, or (if you do still have the right to cancel and choose to exercise this right) you may only be entitled to a partial refund of the price you paid for the Event. For this reason, MTT is only allowed by law to begin to provide the Event to you before the end of the cancellation period if you make an express request for MTT to do so. Accordingly, your booking request and your (or, as applicable, your guests’) attendance at the Event will be deemed to be an express request for MTT to (where applicable) provide the Event before the end of the cancellation period. In these circumstances, you will lose your legal right of cancellation (and your right to any refund) if the Event has been fully provided during the cancellation period before you inform MTT of your wish to cancel, and your booking request and your (or, as applicable your guests) attendance will be deemed to be an acknowledgment that you will lose this right.
- 5.1.6 Other than in the circumstances of Clauses 5.1.1 to 5.1.5 (if you are a Consumer), or in the limited circumstances of Clause 5.1.7, no refunds will be paid if you want to cancel a booking for an Event once the Contract has come into existence, or in the event of a “no show” on your (or your guests) part.
- 5.1.7 MTT may agree to make a refund, in whole or in part, in circumstances which are sufficiently exceptional to justify MTT making a refund. This decision will be made by MTT in its sole discretion.



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5.1.8 Any refunds will be made only to the credit or debit card used to pay for the Event.

5.2 Cancellation Charges and Timescale

5.2.1 If the Hirer cancels an Event the following charges may be imposed at MTT's sole discretion:

- (i) For cancellations over 3 months prior to the start date of the Event, fifty percent (50%) of the **Venue Fee**;
- (ii) For cancellations between 1-3 months prior to the start date of the Event, seventy five percent (75%) of the **Venue Fee**;
- (iii) For cancellations less than 1 month prior to the start date of the Event, one hundred percent (100%) of the **Venue Fee**;

5.2.2 MTT will endeavour to re-let the allocated Venue and if it is able to do this a reduction of the cancellation charges specified above may be made, at MTT's sole discretion.

5.3 Hospitality Cancellation

5.3.1 Any cancellation of hospitality food and staffing requests within forty-eight (48) hours of service delivery will result in a 100% charge (only for food and hospitality staffing costs) being applied to the Hirer.

5.3.2 Any cancellation of hospitality beverage requests within twenty-four (24) hours of service delivery will result in a 100% charge for ordered beverages being applied to the Hirer.

5.4 Other Additional Charges

In the event of a cancellation of an Event where other Additional Charges have been agreed (including for supplies by third parties which have been booked by MTT), the Hirer will be responsible for any charges specified in the Booking agreement or in the cancellation policies of such third-party supplier.

5.5 Cancellation by MTT

5.5.1 MTT reserves the right to cancel or make changes to an Event booking and to terminate a Hire Agreement without any liability to a Hirer if:

- (i) At any time prior to the commencement of the Event, MTT considers that the Hirer has made a material omission from or mis-statement in any information provided to MTT or in the Booking agreement; or
- (ii) Any sum or Deposit payable is not paid by the Hirer by the date upon which it is due; or
- (iii) The Hirer is in breach of any of these Terms and Conditions; or
- (iv) The Event or activities of the Hirer infringe any legal requirement or licensing regulations; or
- (v) At any time it becomes apparent that the Event has been advertised by fly-posting or
- (vi) Other unlawful means.

5.5.2 In the event of such cancellation, MTT reserves the right to retain from any Deposit paid for the Event any losses and costs MTT suffers which were reasonably foreseeable to both parties when the Hire Agreement was entered into.

5.6 Change of Venue



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In the event of unforeseen circumstances whereby MTT, in its sole discretion, considers that the Venue booked is not suitable for an Event, MTT will seek to relocate the Event to an alternative, suitable venue. In these circumstances, if no alternative, suitable venue can be found, the Hirer will be entitled to a refund of monies already paid. If the Hirer unreasonably turns down MTT's offer of alternative, suitable venue, no refund will be made.

5.7 Surrender/Postponement

The Hirer may postpone the Event provided that a request is made in writing to MTT. It is at the sole discretion of MTT whether the request is accepted. If the postponement is accepted, the full balance of any Additional Charges of Venue Fee currently payable in respect of the Event are due within seven (7) calendar days for the alternative date to be confined. All aspects of these Terms and Conditions apply to the new date.

6 Licensing and Statutory Regulations

- 6.1 The Premises and Events held within it are subject to statutory regulations including those related to Health and Safety, fire precautions and entertainment and liquor licensing. All regulations must be strictly observed. The Hirer, the Hirer's employees, agents, representatives, guests or sub-contractors are required to observe all visible Health and Safety and fire precautions and to read Health and Safety and fire precaution policies included in the booking information.
- 6.2 The Premises/Venue has a Premises Licence to cover play, films, live music, recorded music, performances of dance, anything of similar description to that falling within (live music), (recorded music) or (performances of dance), late night refreshment and/or sale of alcohol by retail (on the premises) for the time period specified. The terms of this Premises Licence and the provisions of the Licensing Acts must be observed by the Hirer, its guests, agents and any sub-contractors.
- 6.3 Subject to payment by the Hirer of any expenses incurred in doing so, MTT may on request apply for appropriate Licences but cannot guarantee that these will be granted as required.

7 Copyright and Royalties

- 7.1 The Hirer agrees not to perform or permit the performance of any work that would constitute an infringement of copyright or would be defamatory. In the event of any infringement of third party rights the Hirer agrees to fully indemnify MTT against all associated costs, damages, and claims brought against MTT.

8 Lotteries, Raffles & Gaming

The Premises must not be used for gaming or wagering of any form. No person shall give in the Premises any exhibition, demonstration or performance of hypnotism on any living person at of in connection with an Event to which the public are admitted (whether on payment or otherwise) without the prior consent of MTT.

9 Children

- 9.1 Children shall not be permitted in the Premises for the purpose or attendance at the Event without the express permission of MTT. A request for such permission shall be made as soon as reasonably practicable and a risk assessment supplied detailing how many children are expected to attend and the steps to be taken to ensure their safety at the Event, including the numbers of adequately trained staff in attendance, such as staff to be responsible for supervision at all times, including at



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all times, including both inside and outside the Premises in the event of an emergency evacuation.

- 9.2 The Hirer shall familiarise itself with the provisions of MTT's current child protection policy available on the MTT website and ensure that all staff working with children are familiar with and employed in accordance with the requirements of the Safeguarding Vulnerable Groups Act 2006 or any related legislation.
- 9.3 MTT reserves the right to terminate the Contract immediately upon written notice if at any time it appears to it that any of these conditions in this Clause 9 (Children) are not being met.

If at any time it appears to MTT that the actions of the Hirer or any of its members of staff have or are likely to cause harm to any child, MTT will take action in accordance with child protection procedures.

10 Personal Property

- 10.1 MTT does not accept responsibility for the personal property of Hirers or guests. Dressing rooms, or the Green Room may be available for the convenience of Hirers, performers and participants, but any items deposited in the cloakrooms or dressing rooms are deposited at the owner's risk and without any obligation on the part of MTT. Insurers can be recommended by MTT to cover any Event.
- 10.2 Any lost property found at the Premises following the Hire Period will be kept by MTT's team for up to and not exceeding one (1) calendar month after which MTT reserves the right to dispose of such lost property for value or for no value (and to retain any value received) without further notice to the Hirer.

11 Equipment Storage

MTT will assist the Hirers where reasonably practicable with the storage of equipment. However, MTT does not accept liability for loss or damage to any item of equipment, stock or the like. Insurers can be recommended by MTT to cover an Event.

12 Instruments, Presentational and Other Equipment

If the Hirer agreed to hire musical instruments, or any other equipment from MTT for use on the Premises, the Hirer agrees to ensure that the instruments or equipment is used responsibly by competent persons and to pay in full for repair of any damage caused to the instruments or equipment (fair wear and tear expected).

13 Catering, Alcohol & Entertainment Policy

- 13.1 No hospitality will be brought into the Venue without prior permission from MTT and the opportunity for MTT to undertake an appropriate Risk Assessment. MTT reserves the right to refuse permission for hospitality to brought into the Venue or Premises.
- 13.2 Hirers who wish to have catering at an Event must use notify MTT of the name and contact details of the caterers and provide copies of all relevant health & safety and food hygiene documentation as required.
- 13.3 Licensing and all other statutory requirements must be strictly observed in respect of cinematograph exhibitions, music, singing, dancing, theatrical performances and the sale and



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consumption of intoxicants.

- 13.4 All alcohol shall only be sold by the holder of the Premises Licence for the Venue.
- 13.5 MTT reserves the right to approve any externally arranged entertainment, services or activities proposed for an Event and cannot accept liability for any resultant cost.
- 13.6 The Hirer is responsible for ensuring that any band or musician employed by them complies with statutory requirements and the requirements of the Venue.
- 13.7 Any recording or broadcasting of an Event is subject to the prior written consent of MTT and payment by the Hirer of MTT's additional costs relating to any equipment or staffing MTT considers necessary to facilitate the recording or broadcasting. If applicable, MTT will issue an invoice to the Hirer in respect of these fees. This invoice is payable within thirty (30) days of the date of the invoice.

14 Discotheque and Live Music

- 14.1 Discotheque and live music can be played at Events subject to prior agreement with MTT. MTT must be notified in the Booking agreement of any music intended to be played at an Event and the type and duration of such music for the benefit of the public and statutory compliance purposes. The Hirer is responsible for obtaining all necessary consent for any live music performed at an Event.

15 AV Equipment/Footage

MTT cannot accept liability for loss of or damage to any audio-visual materials supplied by a Hirer for use at an Event. Hirers are advised for their own protection not to supply original materials.

16 Electrical Equipment

- 16.1 It is a legal requirement (Electricity at Work Act 1989 (the “**Act**”)) that any equipment used outside the home is tested to ensure it is safe to use. Any electrical equipment brought into the Premises must be tested in accordance with and comply with the Act, any equivalent legislation and any regulations made thereunder. If any equipment is provided by the Hirer or used from a hire company, then the relevant certificate must be obtained. MTT reserved the right to inspect these certificated and also the right to refuse the use of any such equipment if it is not satisfied with its documentation or condition. This legislation applies to all electrical equipment whether direct mains operated or not.
- 16.2 In the event of any breach of the Act, the Hirer agrees to fully indemnify MTT against all costs, damages and claims (including the costs and expenses consequential or incidental thereto) brought against MTT.

17 Advertising & Event Promotion

- 17.1 Responsibility for promotion of Events lies with the Hirer. MTT takes no responsibility for the promotion of or any failure to promote any Event. The Tabernacle Team can offer to assist Hirers with promotion but where such assistance is given it is subject to the agreed charges either as stated in the Booking agreement or agrees and negotiated separately in advance of the Event.
- 17.2 MTT and MOMA Machynlleth's name/logo must only be used on publicity once a proof of the



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promotional material has been agreed with MTT. No advertisement should imply that MTT is associated with the Event other than in providing the Venue.

- 17.3 MTT reserves the right to vet, amend or refuse the use of any poster, photograph, other marketing material, media statement or advertisement that refers to MTT or MOMA Machynlleth, a Venue, the Premises, any trading activities or any activity or event on the Premises.
- 17.4 MTT's prior written consent may be required before any Event sponsorship (including sponsor logos or branding) can be displayed at the Venue or Premises or used in any Event marketing or publications.

18 Box Office and Front of House Facilities

- 18.1 In the case of a ticketed event managed through MTT's Box Office, all tickets are subject to the current commission charges. Hirers using this system will be required to complete the appropriate paperwork and these arrangements may be subject to a separate contract.
- 18.2 MTT may provide a designated Front of House Duty Manager and can provide Front of House Stewards on request to assist in managing the safety and comfort of the audience attending an Event and to sell programmes, tickets or merchandise if required. This service is provided subject to payment by the Hirer or commission on sales made by MTT's Front of House staff. Commission ranges from 10-30% depending on the service required and the number of Front of house staff required. Full details of the applicable commission for an Event will be confirmed by MTT in advance. The number of Front of House stewards provided will be calculated based on Event ticket sales and a Risk Assessment prepared by MTT of the expected audience profile.

19 Damage

- 19.1 The Hirer shall be responsible for and liable for any damage caused to the Venue, other space within the Premises, facilities, furniture, carpets, equipment, fixtures and fittings, furnishing, utensils, or any article or equipment belonging to MTT by any act, omission, default or neglect of the Hirer, their staff, subcontractors, guests or visitors. The Hirer shall pay to MTT on demand the amount required to make good or remedy any such damage.
- 19.2 No fittings, fixtures, or decoration of any kind necessitating the driving of nails or screws or the like into fixtures forming part of the fabric of the Venue and/or Premises will be permitted, nor may the Hirer make any structural alterations to the same.

20 Health & Safety

- 20.1 Hirers must ensure that all aspects of an event comply with all safety directives made by MTT and with MTT's Health & Safety policy. A copy of this policy can be made available upon request
- 20.2 For certain events, such as exhibitions or activities deemed by MTT to carry a level of risk to attendees, Hirers may be required to conduct a risk assessment relating to their booking to ensure that necessary health and safety measures are in place. This can include a requirement for electrical safety for any electrical equipment brought to the Venue. If such action is required you will be informed in writing by MTT. If you should require any further information or advice regarding health and safety matters, please contact the MTT Team.
- 20.3 During the Event, the hirer must ensure that the usual emergency procedures relating to fire, bomb alert or other evacuations are properly followed. The Hirer must bring these emergency procedures to the attention of this performing or participating in the Event. A copy of these procedures will be made available by the MTT Team.



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- 20.4 The Hirer will be responsible for observing safe practices during the Event and must not cause any obstruction to fire exits and gangways
- 20.5 The Hirer and their employees, guests, agents and sub-contractors shall not alter or remove fire and safety notices or otherwise take any action which may create hazards for persons using the Venue or the Premises or the staff or patrons of MTT.
- 20.6 The Hirer must not, and must ensure that their employees, guests, agents and sub-contractors do not, bring articles or objects into the Venue which are likely to lead to injury or damage.

21 Special Conditions

- 21.1 If the Event requires the use of firearms, pyrotechnics, or any other special stage effects, permission must be obtained in writing from MTT, by giving at least two (2) months prior notice of such request. MTT reserves the right to refuse such permission in its sole discretion.
- 21.2 No person under the age of 18 shall be allowed to use sound or lighting equipment. The operation of sound or lighting equipment must be carried out by a competent person. Evidence of this person's training must be provided to MTT on request.
- 21.3 No bottles gas shall be brought on the premises.
- 21.4 Animals are not permitted on the Premises, other than guide or assistance dogs.
- 21.5 Towels are provided in the Venue dressing rooms free of charge for use by those performing at an Event. The Hirer will be charged a fee of £15 per issued item if a towel is removed from the Premises without MTT's prior written permission or is not returned as specified by MTT if such permission is granted. If applicable, MTT will issue an invoice to the Hirer in respect of these fees. This invoice is payable within thirty (30) days of the date of invoice.

22 Good Order and Nuisance

- 22.1 The Hirer is responsible for the maintenance of good order and for the prevention of any act of public nuisance by those attending the Event. The Hirer shall ensure that no one trespasses on parts of the Premises not hires by the Hirer.
- 22.2 Should any guests of an Event be unable to correct any aspect of poor behaviour or activities unacceptable to MTT, MTT reserves the right to terminate their stay. Should this occur, no monies will be refunded to the Hirer.

23 Right of Entry

MTT reserves the right for its designated officer to be allowed admission to the Event at all times at no cost to ensure compliance with the Contract.

24 Complaints and Feedback

In the event a Hirer is dissatisfied with any part of their booking, complaints or suggestions regarding any aspect of the service should be made in writing, in the first instance to The Machynlleth Tabernacle Trust.



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25 Insurance

The Hirer is required to arrange and maintain public liability insurance (with reputable insurance company approved by MTT) and insurance against damage to MTT's premises or property in respect of your obligations under the contract. The Hirer may be required to present evidence that such insurance is in force fifteen (15) days prior to the commencement of the Event. If this is not provided to MTT's satisfaction the Event may be cancelled and charges imposed in accordance with the Cancellation Clause above.

26 No Smoking/Vaping Policy

MTT and the Premises are both smoke/vape free.

27 Indemnity

The Hirer will fully indemnify MTT, its employees, agents, representatives and subcontractors against all actions, proceedings, claims and demands (including the costs and expenses consequential or incidental thereto) whatsoever by third parties (including the Artists employees comment agents, representatives, guests or subcontractors) which may arise as a result of the performance (including for the avoidance of doubt, but not limited to, loss or damage of property and/ or injury of persons) except in respect of a breach by MTT of these Terms and Conditions which directly results in the cause of action or death or personal injury caused by the negligence of MTT or any persons for whom it is vicariously liable. For the avoidance of doubt this indemnity extends to all contractual and tortious claims in any part of the world and includes claims in respect of property damage and personal injury or death arising from negligence.

28 Limitation of Liability

- 28.1 All exclusions or limitations of liability are separate and severable
- 28.2 MTT does not in any way exclude or limit liability for:
 - 28.2.1 Death or personal injury caused by our negligence
 - 28.2.2 Fraud or fraudulent misrepresentation; or,
 - 28.2.3 Any matter for which it could be illegal or unlawful for MTT to exclude or limit its liability.
- 28.3 The following limitations will not apply insofar as any liability may not be excluded under the Unfair Terms in Consumer Contracts Regulations 1999.
- 28.4 These Terms and Conditions do not affect any rights which MTT or others may have under the Hotel Proprietors Act 1956 where the Act applies.
- 28.5 **MTT's liability if the Hirer is a consumer:** Clauses 28.6 and 28.7 only apply if a Hirer is an individual booking an Event for purposes which are wholly or mainly outside their trade, business, craft or profession (a "**Consumer**").
- 28.6 If MTT fails to comply with these Terms and Conditions, it will only be responsible for loss or damage suffered by the Hirer that is a foreseeable result of MTT's breach of these Terms and Conditions or its negligence. Loss or damage is foreseeable if it was an obvious consequence of MTT's breach or if it was contemplated by a Hirer and MTT at the time they entered into the Hire Agreement.



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We Web: moma.cymru

- 28.7 MTT only provides an Event to a Hirer as a Consumer for purposes which are wholly or mainly outside of their trade, business, craft or profession. Accordingly, MTT has no liability to a Hirer for (amongst other things) any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 28.8 **MTT's liability to a Hirer if they are not a Consumer:** Clauses 28.9 and 28.10 only apply if a Hirer is not a Consumer (as defined in Clause 28.5)
- 28.9 Subject to Clause 28.2, MTT will under no circumstances whatsoever be liable to a Hirer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract for:
- 28.9.1 Any loss of profits, sales, business, or revenue;
 - 28.9.2 Loss or corruption of data;
 - 28.9.3 Loss of business opportunity;
 - 28.9.4 Loss of anticipated savings;
 - 28.9.5 Loss of goodwill; or
 - 28.9.6 Any indirect or consequential loss.
- 28.10 Subject to Clauses 28.2 and 28.9, MTT's total liability to a Hirer in respect of all other 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 except the amount paid to MTT by the Hirer under the Contract.

29 Events Beyond our Reasonable Control

- 29.1 MTT shall not be, or be deemed to be, in breach of or liable under the Contract for any delay or failure in performance, in whole or in part, if such delay or non-performance is due to an Event (as defined in Clause 29.2)
- 29.2 An Event Outside Our Control means any act or event beyond our reasonable control, including without limitation any of the following: (i) acts of God, flood, earthquake, windstorm, epidemic, pandemic or other natural disaster, (ii) terrorist attack, civil war, civil commotion, sit-ins or riots, (iii) any law or governmental order, rule, regulation or direction, or any action taken by a government, (iv) fire, explosion or accidental damage, (v) adverse weather conditions, (vi) any labour dispute, including strikes, industrial action or lockouts, (vii) non-performance by suppliers or subcontractors, (viii) postponement or cancellation of conferences or other events, (ix) collapse of building structures, failure of utility service, including electric power, gas or water, or of public or private telecommunications networks.
- 29.3 If an Event Outside Our Control takes place that affects the performance of MTT's obligations under the Contract:
- 29.3.1 MTT will contact the Hirer as soon as reasonably practical to notify them;
 - 29.3.2 At its sole discretion MTT's obligations under the Contract will be suspended and the time for performance of those obligations will be extended for the duration of the Event Outside Our Control of the Contract will be terminated, whereupon MTT's sole liability will be to refund any payment received from the Hirer in respect of the Event.

30 Communications and Contact Details



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- 30.1 To contact MTT in relation to these Terms and Conditions or the Hire Agreement, contact the Tabernacle Team at MOMA, Y Tabernacl, Heol Penrallt, Machynlleth SY20 8AJ / 01654 703 355 / info@moma.machynlleth.org.uk.
- 30.2 MTT May send written communications relating to the Event by post or by email to either the email or postal address given in the Booking agreement.

31 Privacy Policy and Data Protection

Please read MTT's online policy (moma.cymru/privacy-and-cookies) which explains how MTT will use any personal data provided to it in relation to an Event of the Contract.

32 Freedom of Speech

- 32.1 MTT has a legal responsibility to ensure that freedom of speech is upheld on its premises. Accordingly, the Hirer is responsible for making known to the Tabernacle Team at the time the completed and signed Hire Agreement is received by MTT, and in any event at least twenty eight (28) days prior to the Event taking place, any meeting with a topic or speaker(s) that may provoke other persona to inhibit freedom of speech by violent or threatening behaviour or any likelihood that a speaker may not be able to enter or leave the Premises safely and deliver his or her speech without serious risk of disorder or injury. In the event of MTT not receiving such notice or not being able to put in place precautions which it considers necessary (for which any costs incurred are the responsibility of the Hirer) MTT reserves the right to cancel or postpone the hiring.
- 32.2 The Hirer is responsible for conducting the Event in an orderly manner and in accordance with the principle of freedom of speech within the law. To that end, the Hirer must take all necessary steps to ensure the safety of any visiting speaker(s) and their safe conduct to and from the Premises. MTT reserves the right to prohibit any activity that may, in its view, lead to riot or, in any other way, endanger Hirers, guests, MTT staff, students, visitors or property.

33 Modern Slavery

- 33.1 Modern slavery is a crime and a violation of fundamental human rights It takes various forms, such as slavery, servitude, forced and compulsory labour and human trafficking, all of which have in common the deprivation of a person's liberty by another in order to exploit them for personal commercial gain.
- 33.2 We have a zero-tolerance approach to modern slavery, and we are committed to acting ethically and with integrity in all our business dealings and relationships, and to implementing and enforcing effective systems and controls to ensure modern slavery is not taking place anywhere in our own business, and where possible, in our supply chain.
- 33.3 Fundamental to our ethical conduct is assisting with the eradication of unethical business practices, including bribery, fraud corruption and human rights abuses, such as modern slavery and child labour. Procurement processes must seek to protect the interests of the Organisation by ensuring that all conflicts of interest are identified and acted upon.

34 Other Important Terms

- 34.1 MTT may amend these Terms and Conditions from time to time. Every time you wish to enter into a Contract please check the current version of these Terms and Conditions, to ensure that you



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understand the terms and conditions which will apply at that time, as these may have changed from a previous version you have read.

- 34.2 Each Clause and Sub-Clause of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining Clauses will remain in full force and effect.
- 34.3 If MTT fails to insist that you perform any of your obligations under these Terms and Conditions, or if MTT does not enforce its rights against you, or if MTT delays in doing so, that will not mean that MTT has waived its rights against you and will not mean that you do not have to comply with those obligations. If MTT does waive a default by you, MTT will only do so in writing, and that will not mean that MT will automatically waive any later default by you.
- 34.4 These Terms and Conditions is between you and MTT. No other person shall have any rights to enforce any of its terms, whether under the Contracts (Right of Third Parties) Act 1999 or otherwise.
- 34.5 These Terms and Conditions (including any non-contractual disputes or claims relating to the Contract) shall be governed by and construed in accordance with British law and subject to the exclusive jurisdiction of the British courts.

35 Counterparts

These Terms and Conditions may be executed in any number of counterparts each of which when executed and delivered shall be original, but all counterparts together shall constitute one and the same instrument.