

# **STANDARD TERMS AND CONDITIONS OF HIRE OF FACILITIES AT NISP**

## **INTERPRETATION**

- 1.1 These Conditions of Hire shall be read and construed in accordance with the application to which these conditions are annexed.
- 1.2 In these conditions:
- 'the application' means the Hirer's application for the hire of the facilities.
- 'the booking' means the booking made on foot of the application.
- 'the Director of Real Estate and Facilities' means the Northern Ireland Science Park's facilities Manager or anyone acting under his/her authority.
- 'the facilities' means those parts of The Innovation Centre the subject of the application.
- 'the Hirer' means the person(s) identified as such in the application.
- 'the relevant event' means the exhibition, conference or other event(s) the subject of the application.
- 'set-up' means the time required to prepare the room booked for the event including equipment delivery/supplies.
- 'strip-out' means the time required to clear the event material from the room booked for the event and clean the areas used for the event.
- 'event suppliers' means any party employed by the Hirer to aid in the production of the relevant event.
- 'Northern Ireland Science Park' means Northern Ireland Science Park Foundation Limited and any subsidiary company thereof.
- 'Conditions Report' means the documentation of the conditions of the facilities immediately prior to the relevant event for the purposes of clarification in a claim for costs or damage by Northern Ireland Science Park to the Hirer.
- 'Damage Report' means documented details of discovered damage or costs incurred by the Hirer caused in the use of the facilities throughout the entire period of hire of the relevant event.

## **HIRE OF FACILITIES**

- 2.1 Northern Ireland Science Park permits the Hirer to have use of the facilities for the period, and during the hours, specified in the application for the purpose of the relevant event.
- 2.2 Hirers must allow for, in their application, the time required for set-up and strip-out as part of the overall hours of hire.
- 2.3 Notwithstanding the permission granted in Clause 2.1, Northern Ireland Science Park reserves the right, exercisable at its entire discretion, to refuse admission to the facilities to any particular person or persons and to turn down any event application in the interests of security and/or good management of The Innovation Centre.
- 2.4 Provisional bookings may be taken at the discretion of
- 2.4 A booking will only be accepted as confirmed upon completion of an agreement by Northern Ireland Science Park and the Hirer.

## **HIRE CHARGES**

- 3.1 The Hirer shall pay to the Northern Ireland Science Park the appropriate hire charge(s) set out in this Agreement, together with Value Added Tax at the appropriate rate, within 14 days of the date of invoice.
- 3.2 A non-refundable deposit shall be payable by the Hirer, if demanded, by Northern Ireland Science Park.
- 3.4 Where the relevant event continues beyond the time stipulated in the application, a further charge will be payable based on the hire charge per hour (or part thereof) and ancillary costs for example, to cover security.
- 3.5 Interest shall be paid on any overdue charges at the rate of 5% p.a. over base lending rate of the Ulster Bank Limited or such other rate or bank Northern Ireland Science Park may reasonably specify.
- 3.6 Should the customer cancel the booking the following charges will apply:
- Over 28 days before the event: No charge  
Between 28-14 days before the event: 25% charge  
Between 14-7 days before the event: 50% charge  
Between 7-1 days before the event: 75% charge  
Less than 24 hours before the event: 100% charge

## **HIRER'S OBLIGATIONS**

### **The Hirer Agrees:-**

- 4.1 That the facilities will only be used for the relevant event and for no other purpose.
- 4.2 That the relevant event will be conducted in a safe and responsible manner and in accordance with all relevant health and safety and fire regulations and requirements.
- 4.3 The Hirer, unless otherwise agreed, will have sole responsibility for the administration and organisation of the relevant event, subject to the Northern Ireland Science Park's overall administration of the venue.
- 4.4 That all instructions given by the Director of Real Estate and Facilities, or those acting on his/her behalf, with regard to the use of the facilities and the organisation of the relevant event, for example, to prevent material damage to the facilities or breaches of facilities' Health and Safety regulations, are strictly complied with.
- 4.5 That the facilities will be vacated immediately prior to the end of the hire period and all property of persons attending the relevant event shall be removed. The Northern Ireland Science Park will not accept responsibility or any liability which results from any property of the Hirer or person attending the relevant event remaining within the facilities.

- 4.6 Nothing shall be permitted to penetrate the fabric of any part of the venue and all attachments and decorations are subject to the prior approval of the Director of Real Estate and Facilities or those acting on his/her behalf.
- 4.7 All litter or waste accumulated due to the event is removed by the Hirer. Within reason, Northern Ireland Science Park permits the use of its service bins located at the North gable wall of The Innovation Centre.
- 4.8 Northern Ireland Science Park may erect advertising in any area of The Innovation Centre and keep same up during the relevant event.
- 4.9 Only catering provided by the on-site caterers will be permitted to be consumed within the facilities.
- 4.10 All equipment, rooms and kitchen facilities used shall be thoroughly cleaned, after use for the relevant event and left ready for use by the next Hirer.
- 4.11 That if the Hirer engages the services of an outside Audio Visual Specialist that Northern Ireland Science Park will not accept responsibility for technical difficulties encountered in connection with the service/s being so provided.
- 4.12 Only to use designated entrances, except in emergencies.
- 4.13 To ensure NISP's no smoking policy is adhered to.
- 4.14 To be responsible for the actions and performance of all event suppliers facilitating the production of, and all third parties attending, the relevant event.
- 4.15 Any access to the facilities outside the period of hire must be by pre-arranged appointment.
- 4.16 To contact the Northern Ireland Science Park member of staff responsible for the relevant event on each arrival at The Innovation Centre and prior to departure after the relevant event.

#### **LIABILITY FOR DAMAGE**

- 5.1 Prior to the holding of the relevant event, the Hirer shall at the request of the Director of Real Estate and Facilities, or those acting on his/her behalf, agree and sign off a Condition Report with respect to the conditions of the facilities.
- 5.2 As soon as practicable after the relevant event, the Director of Real Estate and Facilities, or those acting on his/her behalf, will cause an inspection to be made and will note any damage to the facilities in a Damage Report. The Hirer will be given the opportunity to be present when this inspection is carried out.
- 5.3 Northern Ireland Science Park accepts no responsibility for any theft, loss or damage to any property of the Hirer or any of its event suppliers or guests.
- 5.4 The Hirer will be responsible for all damage caused to the facilities except in respect of any damage caused by Northern Ireland Science Park, its agents or employees or otherwise not being attributable to the holding of the relevant event.
- 5.5 Any invoice submitted by Northern Ireland Science Park for the costs of repairing damage shall be payable in accordance with the provisions of Clauses 3.1.

#### **INDEMNITY AND INSURANCE**

- 6.1 The Hirer shall be responsible for, and keep Northern Ireland Science Park fully indemnified against, all damage (including damage to the facilities), damages, losses, costs, expenses, actions, demands, claims and liabilities made against or incurred by Northern Ireland Science Park (save to the extent that the same should arise from any negligent act or omission of the Northern Ireland Science Park) arising out of:-
- 6.1.1 any act, omission or negligence of the Hirer or any person or persons at The Innovation Centre expressly or implicitly with the Hirer's authority or consent, or;
- 6.1.2 any breach by the Hirer of these Conditions.
- 6.2 The Hirer must submit, with the application, evidence of any and its suppliers' relevant insurance cover.

#### **TERMINATION**

- 7.1 In the event of any breach or non-observance of these conditions by the Hirer, or by any person involved in the organisation of the relevant event, then Northern Ireland Science Park may revoke with immediate effect the permission to use, or to have continued use of, the facilities.
- 7.2 Notwithstanding any acceptance of the application, Northern Ireland Science Park reserves the right at its discretion, but only for reasonable cause, to cancel the booking at any time, provided that as much notice thereof as reasonably possible shall be given to the Hirer and that all charges paid are refunded. Northern Ireland Science Park will not be liable in such an event for any consequential losses alleged to be suffered by the Hirer as a result of the cancellation.

#### **GENERAL**

- 8.1 The staff of Northern Ireland Science Park shall be entitled to access all parts of The Innovation Centre at all times for the purpose of inspection, management and supervision.
- 8.2 The permission hereby granted is not transferable by the Hirer, unless with the prior written consent of the Director of Real Estate and Facilities.
- 8.3 Northern Ireland Science Park reserve the right to change the room(s) hired by the Hirer but this will only be done for valid reasons.
- 8.4 Northern Ireland Science Park reserves the right to hire other rooms in The Innovation Centre at the time of the relevant event.
- 8.5 The courts of Northern Ireland shall have exclusive jurisdiction for the purpose of any legal proceedings arising from this Agreement.

#### **PAYMENT TERMS**

- 9.1 The Client shall pay to NISP the appropriate hire charge(s) in accordance with the current hire charges.
- 9.2 The hire charges will be invoiced the first week of the month after the event.
- 9.3 Any additional charges incurred on the day will be added to the invoice.
- 9.4 Settlement of the account is due within 14 days of receipt of the final invoice.
- 9.5 We do not accept credit card payments. We accept BACS or cheque. Please make cheques payable to Northern Ireland Science Park Holdings Limited.