



4PI Productions UK Ltd | DOME + VENUE HIRE TERM AND CONDITIONS

DOME HIRE TERMS AND CONDITIONS | 4PI PRODUCTIONS UK LTD

The Event Dome Hire Agreement, these Standard Conditions of Hire and any Appendices and documents referred to there in together constitute the entire contract ("Agreement") between the Hirer and the Company.

1. APPLICATION OF HIRE

- 1.1 The Hirer must honestly declare and fully represent at the outset the purpose for hiring the Dome. Any actual or apparent misrepresentation may result in cancellation of the Dome Hire by the Company without further liability whatsoever to the Hirer.
- 1.2 Confirmation of hire is agreed upon writing with the agreement of; start dates, duration, location of installation, end dates and any work of which to be produced by the Company for the Hirer. Confirmation can be in the form of the signing by both parties of this contract or in the form of a confirmation email.
- 1.3 Payment provisions are agreed in writing and must be actioned upon the Hirer providing a purchase order to the Company. The Company will provide an invoice for the agreed payment within two (2) working days.
- 1.4 Under no circumstances can the Hirer withhold or retain payment against the agreed payment schedule provided by the Company. Please refer to clause 2.4 for late payment details.
- 1.5 The contracting party will make a down payment of 75% of the cost of hire. In the event of cancellation by the Hirer, this sum will not be refunded. The remaining sum will be paid to the Company no later than three (3) weeks prior to installation at the venue.

2. DEPOSIT, HIRE FEE, OTHER CHARGES AND PAYMENT TERMS

- 2.1 A non-refundable deposit of 75% of the stated Hire Fee with the remaining balance due three (3) weeks prior to installation. Payment can be made by Bank transfer or BACS electronic transfer.
- 2.2 Cancellation charges apply if the Hirer cancels the Company Hire booking. Please refer to clause 5.
- 2.3 The remaining sum of the Hire fee will be paid to the Company no later than three (3) weeks prior to the Dome installation start time, unless otherwise stipulated and agreed in writing by both parties.
- 2.4 Late payment fees will be subject to a surcharge of 20% if the agreed date of payment is delayed.
- 2.5 The Hirer shall also be responsible for all other charges upon the Dome Hire agreement together with any other additional charges that may subsequently become chargeable to the Hirer under the Dome Hire provisions.
- 2.6 The Company shall invoice the Hirer after the Dome installation the remaining balance of all costs owing to the Company (such as additional expenses) and the Hirer shall pay the amount so invoiced within fourteen (14) calendar days of the date of invoice by bank transfer or BACS electronic transfer.

3. GENERAL TERMS FOR INSTALLATION

- 3.1 The Hirer will be responsible for receiving and attending to the public/audience and controlling admission, unless otherwise agreed in writing as part of the hire contract.
- 3.2 No materials or posters may be stuck, nailed, hung or placed against any material of the dome. If any promotional material is required within the space this must be to the full agreement from the Company.
- 3.3 During the period of installation, if the Hirer wishes to carry out an activity not specified, the Hirer must request the Company's express written authorisation to do so.
- 3.4 Mounting and dismounting installations. The Dome must be assembled only by trained members of the Company according to the plan submitted and approved. Any circumstances not covered in the plan will be decided by the Company's representative.
- 3.5 All additional materials provided by the Hirer for installation within the dome will be removed from the dome to allow strike to occur on the pre-agreed strike day. Therefore it is the Hirer responsibility to collect such materials unless otherwise agreed between parties. The Company will not be responsible for any material not collected by the Hirer.
- 3.6 If the Hirer wishes to install other elements in the spaces requested for hire, the Hirer must supply a list of these elements to the Company.

4. HEALTH, SAFETY AND SECURITY

- 4.1 The Hirer will appoint a single representative for the purposes of coordinating, organising and acting as a contact person in relations with the representative of the Company; this person will also be responsible for making sure the installation is carried out in accordance with current regulations on safety and prevention of risks at work.
- 4.2 The capacity established by the Company for each Dome may not be exceeded. The Hirer security staff and/or Company representative will have the last say on this matter.



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- 4.3 In the case of installations with special risks, the Hirer must provide the necessary number of extinguishers to complement those on the premises, in accordance with current regulations, unless otherwise stipulated.
- 4.4 In no event may the emergency exits, emergency signposting, extinguishers, alarm buttons, fire detectors or any other element of safety or prevention be blocked, obstructed or concealed.
- 4.5 The electrical installations may not be modified without the prior authorisation of the Company.

5. CANCELLATION OF BOOKING

- 5.1 The Company reserves the right to cancel any booking if:
- 5.1.1 The Hirer does not duly provide payment agreed in the terms and conditions by three (3) weeks upon the agreed scheduled installation date.
 - 5.1.2 The Hirer has failed to honestly disclose the purpose of the Dome hire and the Company in its sole discretion deems the real proposed purpose inappropriate;
 - 5.1.3 The Hirer fails to supply any reasonably requested information regarding the Company's arrangements (including (where requested) evidence of appropriate insurances) within a reasonable time following request;
 - 5.1.4 A Force Majeure Event arises;
 - 5.1.5 The Hirer appears to have or has become bankrupt or insolvent.
- 5.2 If the Hirer cancels the booking after a written agreement or email confirmation has been accepted by the Company, the Company reserves the right to charge the Hirer the following fees:
- 5.2.1 A non-refundable 75% deposit to be paid to confirm the installation as specified in clause 1.2.
 - 5.2.2 Cancellation greater than 8 weeks before the Event Date 0% of the balance owed.
 - 5.2.3 Cancellation within 4 to 8 weeks before the Event Date 5% of the balance owed.
 - 5.2.4 Cancellation within 2 to 4 weeks before the Event Date 10% of the balance owed.
 - 5.2.5 Cancellation within 2 weeks before the installation date remaining balance owed.
- 5.3 Any termination of the Dome Hire shall be without prejudice to any rights or remedies that may have accrued to the Company up to the point of termination.

6. INSURANCE AND INDEMNITY

- 6.1 The Hirer's organising body shall contract civil liability insurance to cover performance of the activity in the Dome Hire. Likewise, the said organising body shall answer for any material, personal or moral damages deriving from the activity, or any other act which may be attributable to the said organising body, holding the Company free from all liability.
- 6.2 Only the Company can provide trained members to assemble and disassemble the Dome for an installation under the evaluated risk assessment produced by the Company.

7. IMAGES, ELEMENTS OF COMMUNICATION, PUBLICITY AND TICKET SALES

- 7.1 The position of signs must be agreed in advance with the Company. Posters and notices advertising the activity may be placed in the space requested provided no adhesive is used. Signs must not block emergency exits or elements of safety or prevention.
- 7.2 Use of the Company's logo is governed by the conditions established by the Company.
- 7.3 The Hirer agrees to present a project of the planned assembly and a draft of the materials to publicise the event, so that the Company can ensure its corporate image.
- 7.4 The Hirer shall obtain the prior approval of the Company to any publicity material proposed to be issued in relation to the Hirer's use of the Dome.
- 7.5 The Hirer must declare in full, the range of people to whom tickets will be given or sold, and if the tickets are to be sold, the specific means by which this is to be done. Under no circumstances may the Dome or ticket sales be advertised to the general public in national or local circulation papers or magazines or in posters or handbills, without the prior written approval of the Company's representative.

8. GOVERNING LAW AND JURISDICTION

- 8.1 The Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the Magistrates' courts.