

# GLASGOW CULTURAL ENTERPRISES Ltd

## GCE TERMS AND CONDITIONS

Where Glasgow Cultural Enterprises Limited ("GCE Ltd) has entered into a Contract to hire any part of the Glasgow Royal Concert Hall, City Halls or The Old Fruitmarket to a hirer, the terms of the Contract will include the following details.

- 1 Hirer
- 2 Date of Let
- 3 Venue
- 4 Charges

and will incorporate these Terms and Conditions which are referred to in the Contract as the GCE Terms and Conditions and the Child Protection Policy as defined in Clause 1.

The GCE Terms and Conditions provide as follows:-

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 In these terms and conditions unless the context requires otherwise:-

"**Additional Charge**" means the cost of any additional items, which were not included in the Hire Charge or the Catering Charge;

"**Agreement**" means the Contract and the Terms and Conditions;

"**Business Day**" means any day of the week excluding Saturdays, Sundays and public holidays;

"**Catering Charge**" means the cost of having catering facilities provided at an Event, as detailed in the Contract;

"**Catering Services**" means the services provided pursuant to Clause 5;

"**Contract**" means the Contract status of the Parties, the Event, and the Date(s) of Let, the Hire Charge and the Catering Charge entered into between the Parties;

"**Child Protection Policy**" means GCE Ltd's Child Protection Policy Revision 2 dated January 2006 which is stated in full on website [www.glasgowconcerthalls.com](http://www.glasgowconcerthalls.com).

"**Date(s) of Let**" means the dates stated in the Contract as being the dates on which the use of the Venue and facilities are required;

"**Data Protection Policy**" means GCE Ltd's Data Protection Policy which is stated in full on website [www.glasgowconcerthalls.com](http://www.glasgowconcerthalls.com);

"**Duty Manager**" means The GCE Ltd representative during the concert or event;

"**The Event**" means the proposed use to be made of the Venue as stated in the Contract;

"**GCE Ltd**" means Glasgow Cultural Enterprises Limited;

"**GRCH**" means Glasgow Royal Concert Hall;

"**CH**" means City Hall,

"**OFM**" means the Old Fruitmarket,

"**the Hirer**" means the party responsible for organising and promoting the proposed Event;

**"Marketing Services"** means the additional services available from GCE which are available in full via the website [www.glasgowconcerthalls.com](http://www.glasgowconcerthalls.com);

**"the Hire Charge"** means the cost of using the venue for the staging of an Event, as set out in the Contract;

**"Overall Charge"** means the Hire Charge plus the Catering Charge, plus any Additional Charges plus any commission due to GCE Ltd from the sale of tickets;

**"the Parties"** means the Hirer and Glasgow Cultural Enterprises Ltd;

**"Terms and Conditions"** means this document including the Schedules;

**"Ticket Sale Proceeds"** means the amount collected by GCE Ltd through the selling of tickets for an Event;

**"the Venue"** means the area at the Glasgow Royal Concert Hall, City Halls or The Old Fruitmarket as specified in the Contract

## 2 SUBJECT OF AGREEMENT

2.1 GCE Ltd shall provide, and the Hirer shall have the right to use, the specified Venue on the Date(s) of Let upon the terms of this Agreement.

2.2 The Hirer shall use the Venue for the purpose only of one public presentation of the Event. The Event shall be deemed to be for a period of three and one half-hours, (unless otherwise agreed) which period will commence thirty minutes before the advertised event starting time as shown under Times of Event in the Contract.

2.3 The nature of the Event shall be advised to GCE Ltd by the Hirer at the time of signing the Contract. If in the reasonable opinion of GCE Ltd the Hirer shall thereafter have substantially changed the nature of the Event or the main performers without the consent of GCE Ltd then GCE Ltd shall have the right to cancel this Agreement, subject to the terms of Clause 17.1 of this Agreement.

## 3 SERVICES PROVIDED BY GCE

3.1 GCE Ltd shall provide or procure the provision to the Hirer of the following services:-

3.1.1 GCE Ltd shall endeavour to provide front of house publicity and display facilities in so far as is reasonably possible.

3.1.2 In addition to the use of the area for the Event, the normal auditorium, back stage areas and foyer lighting will be provided. All front of house and back stage staff deemed necessary by GCE Ltd to open and operate the Venue for the Event.

Access to the area for the Event may be restricted in line with GCE Ltd's requirement for other Hirers who are using other areas within the building. The hirer may therefore not be permitted access to other areas of the building without prior written permission of GCE Ltd.

3.1.3 Such setting-up and getting-out or rehearsal time as is required on the Date(s) of Let shall be provided out with the times of performance subject to payment of an additional charge for access before 0800 or after midnight. This facility cannot be guaranteed and will be subject to negotiation between the Parties.

3.1.4 Security staff shall be provided as considered necessary by GCE Ltd but security staff shall not be responsible for goods or equipment introduced to the venue by the Hirer. Additional staff, including security staff, required in excess of the normal complement must be requested in writing and shall be subject to an additional charge.

3.1.5 Where requested in the Contract, Catering Services will be provided in accordance with Clause 5.

## 4 TICKET SALES

- 4.1 GCE Ltd shall provide all tickets for the Event as agent for the Hirer. Should the Promoter wish to allocate tickets to external agencies then a maximum of 50% of the house will be available for this purpose.
- 4.2 All tickets for the Event will be sold by GCE Ltd or its agents unless otherwise agreed in writing. Should it be agreed that tickets can be sold via a system other than the GCE Box Office then GCE tickets must still be used and the promoter will be charged 10% of the net face value of the ticket plus VAT, or 50p plus VAT for each ticket printed if free of charge.
- 4.3 GCE Ltd shall be entitled to commission amounting to 10% of the face value of all tickets net of VAT, which they issue or sell on behalf of the Hirer subject to a minimum charge as detailed in Appendix I.
- GCE Ltd shall also be entitled to charge a fee, currently 50p plus VAT, for all tickets issued without charge at the Hirer's request other than the amounts detailed in Appendix I.
- 4.4 All commission payable in respect of tickets purchased by credit or debit card will be borne by the Hirer unless an alternative prior arrangement is made to offset this against a booking fee. If a booking fee is charged to the customer then this will be used to off-set any credit card commission incurred, with any excess being retained by GCE.
- 4.5 A full Box Office return will be given to the Hirer detailing the full breakdown of ticket sales. This will only be provided on the date of hire if requested by the Hirer, in advance, and will be provided by the Duty Manager on the night.
- 4.6 If in exceptional circumstances (e.g. pre-sold seats not being available due to TV requirements) GCE Ltd in its absolute discretion decides that a refund is due to the ticketholder, the amount of such refund will be deducted from the total value of tickets sold, and the amount paid to the Hirer will be reduced accordingly.
- 4.7 Should patrons be re-seated at the request of the Hirer either due to low-ticket sales or alterations in sightlines then the Hirer will be responsible for extra charges incurred by the venue Box Office.
- 4.8 If in the opinion of GCE Ltd following the presentation of the Event there is the likelihood that complaints may be received then GCE Ltd shall have the right to with-hold an appropriate sum of monies to enable refunds to be made to ticket holders.
- 4.9 Where an Event continues beyond the time stipulated in the Contract a further charge will be payable, to be negotiated with GCE Ltd.

## 5 **CATERING**

All rights to supply food and drink within the Venue (Front of House) are reserved by GCE Ltd and its subsidiary GCE (Trading) Ltd, therefore if catering facilities are required at an Event the following provisions shall apply.

### 5.1 **Guest Numbers**

The number of people for whom catering facilities are to be provided shall be agreed in the Contract.

If any alteration is required to the numbers agreed in the Contract the following notice periods are required;

- (a) if the number of people is less than 200 then GCE Ltd must be notified of the final number not less than three business days prior to the Event; or
- (b) If the number of people is 200 or more then GCE Ltd must be notified of the final number not less than five business days prior to the Event.

Failing which the number stated in the Contract shall be binding.

### 5.2 **Menus**

A menu for the event shall be agreed in the Contract. If it is not possible for the original menu selected to be provided through seasonal changes or the unavailability of produce, GCE Ltd shall contact the Hirer as soon as possible to arrange a substitute menu. Provided that the substitute is reasonable such an occurrence shall not entitle the Hirer to cancel the booking.

If the Hirer requests GCE Ltd to arrange a supplier to provide certain items, GCE Ltd will be acting as the Hirer's agents and the Hirer shall therefore be liable for the suppliers costs and charges.

### 5.3 **Cost**

The Catering Charge shall be agreed in the Contract. If the Hirer chooses to pay for any items on a consumption basis an Additional Charge will be levied to cover the cost of any food, alcohol or other consumables which were not included in the Contract.

### 5.4 **Damage**

The Hirer shall be liable for all costs resulting from breakages and loss or damage to any equipment or premises or fixtures and fittings not caused by GCE Ltd staff, subcontractors or agents.

### 5.5 **Cancellations**

The cancellation of Services in respect of an Event may give rise to cancellation charges as follows;

- (1) The full room hire will be retained.
- (2)
- (a) 25% of the total Catering Charge shall be payable if the booking is cancelled between 12 and 6 weeks before the Event is scheduled to take place;
- (b) 50% of the total Catering Charge shall be payable if the booking is cancelled between 6 and 2 weeks before the Event is scheduled to take place; and
- (c) 100% of the total Catering Charge shall be payable if the booking is cancelled less than two weeks before the Event is scheduled to take place.

The cancellation charges detailed above are expressed exclusive of any applicable VAT.

### 5.6 **Catering Backstage**

- (1) Any catering activity should be contained within the back stage kitchen area (at GRCH) and should not overspill to the outer foyer areas for Health & Safety reasons.
- (2) The consumption of alcohol in the backstage areas is subject to GCE's Policy, and the Licensing (Scotland) Act 2005. The policy can be viewed in full on the legal section of the website [www.glasgowconcerthalls.com](http://www.glasgowconcerthalls.com).

## 6 **PAYMENT**

6.1 The Overall Charge will consist of the Hire Charge, any Catering Charge (if relevant), any Additional Charges arising from the Event and any commission due to GCE Ltd from the sale of tickets.

6.2 The Contract will indicate the agreed time of payment of the amounts due hereunder which will be either;

- (a) prior to the Event, in accordance with Clause 6.3; or
- (b) following the Event, by way of deductions from the Ticket Sale Proceeds, in accordance with Clause 6.4.

### 6.3 **Payment prior to the Event**

- 6.3.1 The full room Hire Charge and any pre-arranged catering shall be payable on the signing of the Contract with the balance remaining to be paid no later than 14 days before the date of the Event (or the first performance should the Event consist of more than one performance).
- 6.3.2 A charge shall also be levied upon the signing of the Contract in respect of any relevant Performing Rights Society [or Phonographic Performance Ltd], which must be secured in relation to the Event.
- 6.3.3 The Commission due to GCE Ltd in respect of ticket sales and any Additional Charges incurred by the Hirer during the course of the Event shall then be deducted from the Ticket Sale Proceeds following the Event prior to the balance of the Ticket Sale Proceeds being made over to the Hirer.

#### 6.4 **Payment following the Event**

- 6.4.1 GCE Ltd reserves the right to deduct the Overall charges (less any deposit which may have been paid) from any Ticket Sale Proceeds. The balance shall then be sent to the Hirer accompanied by an invoice detailing the deductions which have been made.
- 6.4.2 In the event that a balance remains payable to GCE Ltd, this will be paid by the Hirer on demand.

#### 6.5 **Payments by GCE Ltd**

- 6.5.1 GCE Ltd will send the balance of the Ticket Sale Proceeds to the Hirer 10 days after the last performance of the Event. The Hirer consents to self-billing for this purpose.
- 6.5.2 The Hirer must provide GCE Ltd with full VAT registration details upon request. GCE Ltd will be under no obligation to pay the Ticket Sale Proceeds until such details are received.
- 6.5.3 Notwithstanding the provisions of Clauses 6.3.3 and 6.4.2 GCE Ltd will not pay any sums to the Hirer until all the Hirer's obligations under this Agreement have been met to the satisfaction of GCE Ltd, including those pursuant to 6.5.2.

#### 6.6 **Value Added Tax**

- 6.6.1 All amounts to be paid by the Hirer hereunder are stated exclusive of VAT which will be payable in addition by the Hirer.
- 6.6.2 In respect of Ticket Sale proceeds the VAT inclusive amounts will be paid to the Hirer (under deduction of the fees if appropriate). The Hirer incurs the responsibility of accounting for VAT on Ticket Sale Proceeds.

### 7 **PERFORMING RIGHT SOCIETY**

During the performance the Hirer must notify GCE Ltd of the content of the programme including details of composer, editor, publisher and arranger of the content of the performance, on the prescribed declaration form for the Performing Right Society which must be signed by the Hirer. In the event of any claim against GCE Ltd arising from the above returns, the hirer will indemnify GCE Ltd against loss.

The amount prescribed by the Performing Rights Society will be shown on the final invoice. Any dispute regarding costs etc should be directed to the Performing Rights Society and not GCE Ltd.

### 8 **FOREIGN ENTERTAINERS**

Under the Finance Act 1986, GCE Ltd is obliged to deduct Income Tax at the standard rate from all payments made in respect of a foreign artist/entertainer. The Hirer may obtain the agreement of the Inland Revenue Foreign Entertainers Unit to a reduced amount of deduction, but GCE Ltd will only accept evidence of this from the Inland Revenue on receipt of a form FEU 4. It is the Hirer's responsibility to conduct all negotiations with the Inland Revenue.

The Hirer warrants that where the performance includes the services of a foreign artist/entertainer this fact and the names of such entertainers are shown on Appendix 1. The Hirer is responsible for any loss arising to GCE Ltd caused by failure to deduct withholding tax.

## 9 CHARITIES

The venue may not be used for any charitable event advertised as being "for charity" unless the Hirer is recognised by the Inland Revenue as a charity. Any Hirer holding such an event warrants to GCE Ltd that it is so recognised.

## 10 STAGING AND TECHNICAL REQUIREMENTS

### 10.1 Lighting

The Hirer will be entitled to the provision of overhead white orchestra lighting only in the GRCH and CH. Should further lighting be required in these or any of the other GCE venues then this can be provided at an additional cost to the Hirer. Costs for GCE operators will apply (see Appendix I).

### 10.2 Sound desk

When amplification is required a standard sound desk position will be held back from sale as a matter of course. The desk (s) will be positioned at the rear of the arena and seats behind it will be held in the event of sightline problems. Should the desk not require such a space then these seats may be released for sale on the day.

### 10.3 Crew/Staff

A qualified Electrician will be provided from get in time until load out.

A Stage Manager will be provided for the get in/ rehearsal time until the end of the performance.

The GRCH will not provide extra staff (humpers, security etc.) without charge. Such staff can be provided at a cost to the Hirer including a management charge by GCE Ltd.

### 10.4 Smoking

GCE Ltd operates a no smoking policy in all of it's venues.

### 10.5 Emergency Procedures

In the event of an emergency situation arising where an evacuation announcement has to be made then the GRCH Duty Manager will stop the performance and bring up the house lights.

The promoters' representative will be responsible for the safe evacuation of artists and crew and should make them-self known to the GCE Ltd representative on arrival.

## 11 RADIO AND TELEVISION

There shall be no radio or television transmission either live or recorded of the performance without the prior written agreement of GCE Ltd. Any such agreement shall be issued subject to an additional charge by GCE Ltd. Any seat removal etc. must be advised in advance of the event going on sale. This recording of any event will incur a facility fee as specified in the Contract.

No warranty is given by GCE Ltd as to the suitability of the Venue for such transmission. Broadcasting staff will be held to be under the control of the hirer who will be directly responsible for their equipment.

## 12 MARKETING AND ADVERTISING

Every attempt will be made to publicise the Event through the GRCH monthly diary of events. However, entry in the brochure cannot be guaranteed.

The Hirer when advertising shall not engage in or permit others to carry out the placing of publicity material on unauthorised sites or engage or permit others to engage in fly posting of any kind. Where any fly posted advertisement is drawn to the notice of the hirer by GCE Ltd the Hirer shall, at his expense, remove such material within 24 hours, whether or not such material was put in place by them or others.

The Hirer should be aware that computerised customer information will be retained as the property of GRCH and used for future marketing purposes. The Hirer may obtain access to such records if permission is granted by GRCH.

## 13 **EQUIPMENT**

### 13.1 **Hirer's own equipment**

Where the Hirer wishes to bring his own equipment into the Venue, at least 21 business days notice must be given to GCE Ltd in writing. GCE Ltd will accept no liability whatsoever for such equipment and will not be liable for any loss or damage to the equipment. Any equipment not removed at the end of the Hire period will be treated as abandoned and may be disposed of by GCE Ltd without compensation after all reasonable efforts have been made to advise the hirer that the equipment has not been promptly removed. The Hirer warrants that all equipment to be brought into the GRCH has been properly maintained and is in all respects safe to use; that operators have been trained in the use of said equipment and undertakes to provide sufficient fire extinguishers for use with this equipment. When applicable the hirer will provide Safety Certificates for inspection on the day of the hire, before the time of the Let.

### 13.2 **Equipment belonging to GCE**

Where the Hirer wishes to utilise the equipment belonging to GCE Ltd at least 21 days notice must be given to GCE Ltd and the Hirer will be liable to the prescribed charge for such equipment. GCE's Steinway Concert Grand Piano's are tuned to A440- if a different pitch is required the Hirer must provide a piano.

## 14 **MERCHANDISING**

14.1 All rights to sell programmes and all other merchandise will be vested in GCE Ltd and may be sub contracted to an approved company. Facility fees, staffing costs and commission fees may apply – details available on request.

GCE Ltd reserves the right to retain two copies of any programme, without charge, for archiving purposes.

14.2 Where the hirer wishes GCE Ltd to sell merchandise GCE Ltd must be advised in writing and the sale price negotiated at least seven days before the performance. The Hirer will remove all unsold items on the evening of the last performance. GCE Ltd will have no liability for merchandise left on the premises. Where programmes are to be handed to an audience for no charge then this service must be provided by GCE Ltd and may be the subject of an additional charge

14.3 Where the hirer wished is issue any form of printed or other material e.g. programmes, leaflets etc. this will be done by GCE Ltd staff only unless a separate written agreement has been arranged. The Hirer must request this facility in writing at least 14 days prior to the date of the hire, and this may be the subject of an additional charge.

## 15 **GENERAL CONDITIONS**

### 15.1 **Discretion to refuse admission**

At all times the hirer, his employees and contractors must operate under the direction of GCE Ltd 's nominated managers and GCE Ltd reserves the right at its sole discretion to refuse admission to any persons if it considers such refusal of admission to be desirable. The Hirer warrants that all of his employees and contractors will observe GCE Ltd 's no smoking policy at all times, and that neither food or drink will be taken into or consumed in the Auditoria.

### 15.2 **Maintaining good order**

The Hirer will only use the Venue for the purposes as specified in the Contract. The Hirer will ensure that good order is maintained throughout the period of the hire and that no performance will have any content which could be regarded as obscene, immoral or harmful to the reputation of GCE Ltd or the GRCH. The Hirer must ensure that a minimum of disturbance is created both inside and outside the Venue when persons or equipment etc. are arriving or leaving.

### 15.3 **Collections or raffles**

The Hirer will not permit any collection or raffle or sale of any goods to take place without the prior written agreement of GCE Ltd. An appropriate licence must be obtained from the relevant authorities and the instructions of GCE Ltd Managers followed.

### 15.4 **Safety**

The Hirer will at all times adopt safe working practices and will comply with all GCE Ltd safety rules and directions.

### 15.5 **Suitability**

The Hirer is solely responsible for ensuring that the venue is suitable for the purposes of the performance. No guarantee of suitability is given by GCE Ltd and all information given is given as a guide only and without liability.

### 15.6 **Alteration to premises**

The Hirer will not be permitted to alter the premises in any way nor affix any equipment by bolts, screws, nails, adhesives etc. to the floor, walls or ceiling or stages of the Venue.

### 15.7 **Additional rehearsals**

Where a rehearsal is required by the Hirer out with the scheduled times this will be the subject of a separate agreement but this facility cannot be guaranteed. At any time out with the actual performance GCE Ltd may require access to the auditorium and all other areas for purposes of promotion of the Venue's facilities and work of an urgent nature.

### 15.8 **Facilities for the deaf**

The Hall provides and operates both a deaf loop and an infrared system for patrons use. Should the sound engineer feel that it may be necessary to switch either or both of these off then the Hirer will be responsible for the reimbursement of any unsatisfied customers affected.

### 15.9 **Wheelchair facilities**

The GRCH and CH have been designed to provide accommodation for patrons in wheelchairs along with their companions. Should the set cause sightline problems for these patrons then it will be the Hirers responsibility to re-locate these patrons, the Hirer will be responsible for any costs involved i.e. seat removal.

### 15.10 **Special Effects**

At all shows using special effects, pyrotechnics, smoke, strobe lighting etc. approval should be obtained from the management of GCE Ltd who will liaise with the appropriate authorities. Confetti, cannons, balloon nets etc. may necessitate extra cleaning which will be the subject of an additional charge.

Where any performance includes the use of lasers the Hirer undertakes that all operators are properly qualified. At least 28 days notice will be given to GCE Ltd and a form PM19 supplied by the Hirer. GCE Ltd may order independent examination of the equipment at the Hirer's cost and may, at its discretion, if not satisfied as to the equipment's safety, refuse the use of such laser.

### 15.11 **Stage passes**

All backstage passes for performers, crew and guests will be provided by the Hirer and specimens will be provided to the GCE Ltd representative backstage.

### 15.12 **VIP's**

Should VIP's (City Dignitaries, Royalty etc.) be attending the performance then GCE Ltd must be advised in advance of the event to allow GCE Ltd staff to arrange for their reception in the appropriate manner.

### 15.13 **Searching the building**

On occasion it may be necessary for The Police to search the buildings. It cannot be guaranteed that this procedure will not affect the Hirers period of let. However every effort will be taken to avoid this situation

### 15.14 **Parking**

GCE do not provide parking at any of its venues.

## 16 **LIABILITY AND INSURANCE**

16.1 Any damage caused on the dates of Let to the Venue or to the fittings and fixtures thereof or to the contents of the Venue including any mechanical or electrical equipment (except for damage caused wholly by GCE Ltd, its agents or contractors appointed by it) shall be the responsibility of the Hirer and any necessary repairs will be instructed by GCE Ltd. Between 9.00 am and 9.30 am on the morning following the Date of Let (or at another time as mutually agreed) the Hirer or his nominated representative will be available to inspect the Venue to ascertain any damage which may have been caused.

16.2 GCE Ltd shall effect and maintain or procure that there is effected and maintained material damage loss insurance in respect of the Venue. In the event of a claim arising under any such policy GCE Ltd does not restrict its right to subrogate such claim to any insurance company which has provided cover for any liability which would otherwise have fallen upon the Hirer.

16.3 GCE Ltd shall also effect and maintain or procure that there is effected and maintained public liability insurance in respect of the use of the Venue.

16.4 All public liability insurance other than that provided under Clause 16.3 above and all insurances against loss of or damage to the property and effects of the Hirer, its licensees, contractors, subcontractors and invitees or against injury, loss or damage suffered by any persons employed by them or to their property and effects respectively or against consequential loss suffered by them shall be the responsibility of the Hirer or other persons affected (but not so as thereby to impose any obligation to effect such insurance) and the Hirer shall indemnify and keep indemnified GCE Ltd against all claims which may be made against GCE Ltd in respect of any such matter save only injury, losses or damage caused by or arising out of the negligence of GCE Ltd or its servants or agents.

16.5 GCE Ltd shall if requested provide the Hirer with details of the amount and extent of the cover provided by the insurances effected under Clauses 16.3 and 16.4 and the Hirer shall be deemed to have full notice of such cover and shall comply with terms and conditions of such insurances in every respect.

16.6 GCE Ltd shall not be responsible to the Hirer except to the extent of any cover afforded by any insurances under Clauses 16.2 and 16.3 above for any damage or injury which may be done to the Venue, goods or property for the time being in the Venue or any loss consequential upon the same whether by reason of any act or omission of GCE Ltd or of any other person entering upon or using the Venue or by reason of defective buildings or defective working, leaking, stoppage or breakage of any pipes, wires, appliances, apparatus, machinery or other services or by reason of fire, flood or explosion or other cause.

## 17 **TERMINATION**

17.1 If the Hirer shall be in breach of the payment conditions contained in Clause 4 hereof or if the Hirer shall fail substantially to perform, observe and fulfil all or any of its other obligations under this agreement and shall, in the case of a breach which is capable of remedy, fail to remedy such breach as speedily as shall in the particular case be possible upon notice given by GCE Ltd or if the Hirer shall become bankrupt or make a composition with its creditors or have a winding up order made or have a provisional liquidator or manager duly appointed then GCE Ltd shall have the right to cancel this agreement. In the event of such cancellation by GCE Ltd or in the event of cancellation by the Hirer except in so far as hereinafter provided then the full hire fee will be payable to GCE Ltd plus a fee of 20% of the value of tickets sold and a fee for the loss of other revenue by GCE Ltd. This loss of revenue will be such a sum as is certified by GCE Ltd 's auditors. Returns of cash paid for tickets by members of the public will be made by GCE Ltd.

- 17.2 If GCE Ltd shall fail substantially to perform, observe and fulfil all or any of its obligations under this agreement, otherwise than under Clause 17.3 hereof and, in the case of a breach which is capable of remedy, shall fail to remedy such breach as speedily as shall in the particular case be possible upon notice given by the Hirer then the Hirer shall have the right to cancel this agreement. In the event of such cancellation then without prejudice to any other rights or remedies arising GCE Ltd shall be bound to repay to the Hirer any Hire charge paid.
- 17.3 Notwithstanding the terms of Clause 17.2 above if by reason of force majeure, fire, tempest, explosion of any kind, failure or neglect of any body or authority supplying electricity, gas or water, strikes of workmen or other labour dispute or difficulties or anything done or not done by reason thereof, shortage of materials, failure of any previous hirer or licensee to vacate the Venue or any part thereof or other cause whether eiusdem generis or not (no such cause being within the control of GCE Ltd) is or anticipates that it will be prevented or hindered from fulfilling its obligations under this agreement, then GCE Ltd shall forthwith advise the Hirer accordingly and the Hirer shall be entitled at any time thereafter so long as such cause still subsists to cancel this agreement by notice in writing to GCE Ltd. In the event of such cancellation GCE Ltd shall be under no liability to the Hirer or its licensee for any loss which they may sustain in consequence thereof.
- 17.4 This agreement does not give rise to any partnership between the Hirer and GCE Ltd.
- 17.5 No waiver of any condition in this agreement on any occasion by GCE Ltd will be deemed to be a waiver on any subsequent occasion or of any other condition, which may be grounds for termination of the agreement.
- 17.6 (a) As at 1 April 2010 all GCE Ltd rights and obligations contained herein shall be assigned from GCE Ltd to Culture and Sport Glasgow, a Company which is a Charity (Scottish Charity Number SCO 37844) incorporated under the Companies Acts with registered number SC 313851 and having its registered office at 20 Trongate, Glasgow, G1 5ES.
- (b) The agreement is personal to the hirer and cannot be assigned.
- 17.7 The Hirer warrants that all information supplied to GCE Ltd will be true and accurate, particularly information relating to foreign entertainers.
- 17.8 This agreement is made under Scottish Law and the parties hereby admit to the exclusive jurisdiction of the Scottish Courts.
- 18 **CHILD PROTECTION POLICY**
- 18.1 The Hirer undertakes to comply with the Child Protection Policy at all times.