

# Hire Terms and Conditions

Policy Issue date: Oct 2016

Current: Rev 1- Mar 2020

Review date: Sept 2020

## **Booking Cancellations and Charges**

Standard terms and conditions for the hire of our event spaces, galleries or other rooms.

The Studio / Venue / Event Hire Agreement, confirmation emails to venue / bookings managers, these Standard Conditions of Hire and any Appendices and documents referred to therein together constitute the entire contract ("Agreement") between the Hirer and Artspace Lifespace (the Charity).

### 1. Application for Hire

1.1. Applications will not be accepted from persons acting on behalf of a third party unless this is declared at the time of the application.

1.2. The Hirer must honestly declare and fully represent at the outset the purpose for hiring or renting the space. Any actual or apparent misrepresentation may result in cancellation of the Hire / Event by the Charity without further liability whatsoever to the Hirer.

1.3. Artspace venues are normally Grade listed buildings. The Charity reserves the right to refuse any application for Hire where (in its sole opinion) it deems the Hirer's purpose for hiring unsuitable or inappropriate for the venue.

### 2. Hirer's Use of Event Space

2.1. The Hirer shall be responsible for ensuring the Charity is fully aware of the nature and details of the Hirer's proposed use and purpose for hiring the venue and shall not use the venue for any purpose or activity other than the purpose or activity made known to the Charity at the time of booking hire in accordance with the agreed Hire Agreement.

2.2. If the venue is used for any other purpose other than that stated in the Agreement the Charity hereby reserves the right to terminate the Agreement with immediate effect, without liability to the Hirer and without prejudice to the Charity's other rights contained in these Standard Conditions of Hire.

2.3. In any event the Hirer shall not use the venue or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral or which may become a nuisance to the Charity or any other occupiers of any areas of the venue or the owner or occupier of any neighbouring property.

2.4. The Hirer, its officers, servants, agents and guests must only use those parts of the venue, which are specified for use in the Agreement including only those means of access and egress as are sign posted and/or notified to the Hirer at the commencement of the Hire Period.

2.5. The Hirer, its servants, agents and visitors are not permitted access to any back of house areas not listed in the 'Areas to be used' section of the Agreement at any time during the Hire / Event (including during set up and dismantling of the Event) unless access to such areas by the Hirer has been confirmed in writing in the Event Hire Agreement by the Charity.

2.6. The Hirer shall notify the Charity of the required layout of the Space (including but not limited to the position of furniture and equipment) prior to the Event Date if assistance in setting up has been agreed with the Charity.

2.7. The Hirer shall not make any alterations, attachments or additions ('Alterations') to the layout or appearance of the venue or move/remove the Charity's property without the prior consent of the Charity.

2.8. The Hirer shall be responsible for providing sufficient staff ("Personnel") to ensure the efficient planning, co-ordinating and management of the Event preparations and the Event itself to ensure the smooth safe running of the Event (including personnel to install and remove all equipment and furniture (other than that supplied by the Charity or Approved Suppliers).

2.9. The Hirer must comply with all requests and instructions issued by the Charity's Booking / Duty Manager with respect to the precise type of entertainment to be provided during the Event. Any specified maximum volume or sound level for music or other entertainment must be strictly adhered to.

2.10. The times stated in the Hire Period on the Event Hire Agreement must be strictly adhered to. The Hirer, its officers, servants, agents and guests must have left the venue and the venue entrance closed by the specified closing time. Failing to adhere to the stipulated closure times will result in additional costs which shall be payable by the Hirer at the Charity's standard rate.

2.11. The Hirer must ensure that the number of guests at the Event do not exceed the total number of guests stated in the Event Hire Agreement. The Hirer's Personnel must be included in the guest head count. If the guest numbers exceed the total number of guests stated to such a degree that the Charity (at its sole discretion) regards the Event/Event Space unsafe, guests may be refused entry or another space may be opened at additional cost to the Hirer.

2.12. The Hirer shall ensure that signage is in place and our safeguarding policy regarding the photographing of children and vulnerable persons is adhered to.

2.13. Charity staff will be instructed to deny the Hirer access to venue offices and office equipment/machinery (including but not limited to stationery, photocopiers, printers and telephones) unless there has been prior agreement with the Charity.

2.14. The Hirer shall report any loss, theft, damages or breakages (including but not limited to damage to the building fabric) to the Charity's Duty Manager immediately upon discovery. The Hirer must make good any damage suffered during the Hire Period (fair wear and tear excepted)

2.15. At the end of the Hire Period the Hirer must remove all the Hirer's equipment, furniture, personal possessions and anything brought and placed therein by the Hirer and/or its guests. If the Hirer fails to do this the Charity shall be entitled to remove the same and shall be at liberty to make an additional charge to the Hirer for so doing.

### 3. Deposit, Hire Fee, Other Charges and Payment Terms

3.1. The Hire Fee shall be the sum agreed with the Venue / Booking Manager

3.2. A minimum of 50% of the stated Hire fee is required in order to confirm a booking. Payment can be made BACS electronic transfer. 100% of payment is normally required before an event.

3.3 The Charity reserves the right to release the Event date if the Charity has not received payment of the fee by the agreed deadlines. Our acceptance of your deposit or payment, and the issuing of an invoice confirms your agreement with our bookings terms and conditions.

3.4 A Cancellation charge will apply if the Hirer cancels the booking. Cancellations by the Hirer must be made 35 days prior or risk forfeit of 100% the hire charge. Bookings between 36 to 56 days - 50%. Bookings between 57 days to 84 days 25% charge. Over 85 days 0% charge. The following amendment fees also apply. The cancellation charge or the charge below will be applied, whichever sum is greater.

£50 under - £10 charge

£51- £200 - £20 charge

£201-£500 - £50 charge

£501 over - £100 charge

In the event the Hirer cancels their booking, the Charity will endeavour to rebook the space. If successful, any payments received for such booking will be taken into account, based on the applied percentage, when calculating your cancellation fee.

3.5. The Hirer shall also be responsible for all other additional charges that may subsequently become chargeable to the Hirer under the provisions of the Hire Agreement.

3.6. The Charity shall invoice the Hirer after the Event the balance of all costs owing to the Charity.

3.7. The Hirer may be asked to pay interest on any money due which remains unpaid from the date when such money becomes due and payable until such time as it shall be paid. payments overdue by 14 days will be subject to statutory interest charges - 8% plus the Bank of England base rate and may be liable to pay a £70 recovery charge.

3.8. All charges payable by the Hirer are exclusive of VAT. Should the Charity become registered for VAT, the Hirer shall additionally pay a sum equal to the prevailing Value Added Tax rate chargeable on the value of the supply of goods and services provided by the Charity.

3.9 If the Hirer event decreases in size, they may be required to cover the costs of slippage. Our venue bars have a minimum amount of revenue we need guaranteed from your event, and the attrition is that minimum. This should be agreed with the Venue prior to your event. The Charity can only charge for loss of profit, not loss of total revenue.

3.10 Should an event be cancelled, refunds will be in accordance with the event organiser or promoter's T&Cs at their discretion – the customer will need to contact the promotor and/or their ticket agent.

#### 4. Hirer's Suppliers and Deliveries

4.1. Due to the unique nature of our buildings, we need to ensure all suppliers fully understand how to do so safely and securely. For this reason the Hirer is required to ensure suppliers are fully briefed on the restrictions of using any space.

4.4. The Hirer is responsible for any items delivered before the Event or left for collection the following day. The Charity shall not accept any liability or responsibility for such items. All deliveries and collections must be pre-arranged with the Charity's Booking Manager. Additional charges may apply if materials are not removed during the booking period.

4.5. The Hirer shall be responsible for moving the items within the event space and due care must be taken of the listed building and appropriate moving equipment used.

4.6. Due to the Island's location, there are severe restrictions on parking. Vehicles may be accommodated in the Island courtyard for loading and offloading.

#### 5. Event Advertising and Publicity

5.1. The Hirer must declare in full, the range of people to who tickets will be given or sold, and if tickets are to be sold, the specific means by which this is to be done. Hire's which have been booked under an arts hire / community rate which are commercial will be charged the commercial fee. Companion tickets must be offered to encourage greater accessibility and we encourage hirers to offer bursary tickets to create better inclusion among groups that may not otherwise be able to attend.

5.2. The Hirer shall share with the Charity any publicity material proposed to be issued in relation to the Hirer's use of the Space.

#### 6. Assessment of Risk

6.1. The Hirer shall complete and return to the Charity a Risk Assessment. The Charity can provide a standard template if required.

## 7. Health, Safety and Security

7.1. While an Event is in progress, the Hirer shall take instructions/directions from any member of the Charity's staff concerning health, safety and security matters. The Charity's duty manager will assume full control and responsibility for procedures, including, where appropriate, evacuation procedures if their perception is that any security matter (including but not limited to bomb, fire or the behaviour of Event attendees) warrants such control and implementation of procedure.

7.2. Our venues are designated as 'no smoking' areas indoors and the Hirer shall use all reasonable endeavours to enforce this policy during the Hire Period.

7.3. The Hirer shall not bring any petrol, petroleum (or similar spirit), illicit or illegal substances on or into the venue. This shall be a condition of access to the venue.

7.4. The Hirer shall be responsible for maintaining the proper order and conduct of all guests attending the Event and shall ensure such persons comply with any instructions they may receive from any charity official and generally behave in an appropriate manner. The Charity reserves the right to remove any person attending the Event from charity premises if in its opinion they are not behaving in an acceptable manner and/or are not complying with the charities terms and conditions of access and safe space policy.

7.5. A member of the Hirer's organisation shall always be positioned at the Main Entrance to identify and register guests.

7.7. The Charity reserves to itself, its staff and its authorised persons (including but not limited to police and fire officers) at all times and without liability to the Hirer the right to suspend or control in such manner and to such extent as the Charity may consider necessary, any situation, action, person or event occurring during the Event, which is in breach on the part of the Hirer of the terms of this Agreement or which may constitute a danger to public safety (including the safety of the persons present at the Event) or which may cause a breach of the peace or which may be considered to be harmful, undesirable or offensive.

## 8. Cancellation of Booking

8.1. The Charity reserves the right to cancel any booking (without any liability to the Hirer) if:

8.1.1. The Hirer does not pay the hire fee by its issue date.

8.1.2. The Hirer has failed to honestly disclose the purpose of the Event and the Charity in its sole discretion deems the real proposed purpose inappropriate;

8.1.3. The Hirer fails to supply any reasonably requested information regarding the Event's arrangements (including (where requested) evidence of appropriate insurances) within a reasonable time following request;

8.1.4. A Force Majeure Event arises;

8.1.6. The Hirer appears to have or has become bankrupt or insolvent.

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8.2. If the Hirer cancels the booking after the booking has been confirmed, the Charity reserves the right to charge the Hirer the following cancellation fees:

Min 3 weeks notice: the full value of the booking minus a £20 fee per booking for bookings up to £150 total hire fee, or up to £150 or 20% cancellation fee of the initial booking if over £150 total hire fee.

Less than one weeks' notice: no refund will be issued and if unpaid the full amount of the booking will be due.

A refund may be issued due to extreme situations beyond your control at the discretion of the venue manager. Cancellation changes will still apply.

If you wish to amend a booking after it has been confirmed a £20 admin fee or 20% will applied as explained above.

8.4. The Charity have a 'three strikes and out' policy for all users who continue not to pay their amounts owing on the dates agreed. Two warnings will be issued for the first two occasions an amount due is not paid on time. And after a third time the user will no longer be allowed access to any of the Charity facilities. Any admin fees will still be charged on these amounts and any debts remaining outstanding will still be due and will be subject to any recovery action Artspace Lifespace feels appropriate. See 3.7 for further information on interest and recovery charges.

8.3. Any termination of the Event Hire Agreement shall be without prejudice to any rights or remedies that may have accrued to the Charity up to the point of termination.

## 9. Insurance and Indemnity

9.1. The Hirer shall indemnify and keep indemnified the Charity and the Venue from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Charity and/or Venue resulting from a breach of this Agreement by the Hirer including any act, neglect or default of the Hirer its officers, servants, agents or guests and breaches in respect of any matter arising from the Event resulting in any successful claim by any third party.

9.2. The Hirer shall effect and maintain throughout the Hire Period with one or more reputable insurers, such policy or policies of insurance as are adequate to cover its prospective liabilities in connection with this Agreement. The minimum cover per claim shall in respect of death or personal injury, be unlimited, and in respect of damage to or loss of property be £5 million per claim (in the case of a company or similar entity) or £2 million (in the case of an individual person), unless otherwise agreed in writing with the Charity, and be unlimited in aggregate.

9.3. The Hirer shall at the request of the Charity provide evidence that valid and suitable insurance policies are in place. Failing to comply with this clause 9 shall amount to a fundamental breach of this Agreement.

9.4. The Charity shall indemnify the Hirer against claims for death and personal injury arising pursuant to performance of this Agreement, arising from the negligence of the Charity.

9.5. The Hirer shall not do or permit or suffer to be done anything which might wholly or partly invalidate any insurance maintained by the Charity and the Venue in respect of the Charity or the Venue or which might increase the insurance premium for the Charity or Venue. If the Hirer's proposed use shall increase any insurance premium payable then the Hirer shall reimburse the Charity or Venue that additional sum and if the Charity or Venue insurers impose any special terms, the Hirer shall be responsible for any costs relating to any increased risk management, health and safety issues and for any difference in the excess payable.

9.6. The Hirer shall indemnify and keep indemnified the Charity and Venue from and against all claims, proceedings, actions, damages, legal costs (including but not limited to legal costs and disbursements on a solicitor and client basis), expenses and any other liabilities arising from or incurred by the use of the Hirer, pursuant to performance of this Agreement, of any material which involves any infringement or alleged infringement of the intellectual property rights of any third party.

## 10. Limitation of Liability

10.1. Neither the Charity nor the Venue shall accept any liability (whatsoever or howsoever caused) for the loss of or damage to any property or items placed or left in any part of the venue premises by the Hirer or any person attending an event at the Venue, or any damage to the fabric of the venue premises during the Hire Period.

10.2. In the event of the Venue or any part thereof being rendered unfit for use for which it has been hired due to circumstances beyond the Charity's reasonable control the Charity shall not be liable to the Hirer for any resulting loss or damage whatsoever.

10.3. Neither the Charity nor the Venue shall be liable to the Hirer for consequential loss or damage, loss of revenue, loss of opportunity, loss of contract or loss of goodwill.

## 11. No Assignment or Sub-Letting

The Hirer shall not assign or sublet in whole or in part any of its benefits or burdens under this Agreement.

## 12. Variations

No variation to this Agreement or any of its terms shall be effective unless it is made in writing and signed by or on behalf of each party.

## 13. Delays

Any failure, delay, relaxation or concession by the Charity in the exercise of any right or remedy hereunder shall not be construed as a waiver or relinquishment of that right or remedy. A waiver of any right or remedy arising from a breach of this Agreement shall not constitute a waiver of any right or remedy arising from any future breach. No waiver shall be effective unless communicated in writing.

## 14. Entire Agreement

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The parties agree that this Agreement constitutes the entire agreement with regard to the subject matter herein. This Agreement supersedes all understandings, representations and agreements made between the parties concerning such matters. However, neither party seeks to exclude liability for any fraudulent misrepresentation.

#### 15. Severability

If any requirement of this Agreement is in conflict with the law or public policy such conflicting requirement shall be deemed to be severed from this Agreement and the validity of the remainder will not be affected by such severance.

#### 16. Contracts (Rights of Third Parties) Act 1999

Where rights are afforded under this Agreement to the Venue as well as to the Charity, the Charity contracts both for itself and for the benefit of (but not as agent or trustee of) the Venue and the Venue shall be entitled to enforce rights conferred on it directly by virtue of the Contracts (Rights of Third Parties) Act 1999.

#### 17. Relationship of the Parties

Nothing in this Agreement shall constitute a partnership between the parties or appoint either as agent for the other for any purpose whatever and neither shall have authority or power to bind the other or to contract in the name of or create liability against the other in any way or for any purpose.

#### 18. Confidentiality

Subject to the provisions of clause 20 the parties will keep confidential all information acquired as a result of the arrangements set out in this Agreement. The parties are not permitted to disclose to any third party any such information, except in order to perform this Agreement. Any such disclosure to any third party shall be on a 'need-to-know' basis only and the party making such disclosure shall use reasonable endeavours to ensure that the third party keeps the disclosed information confidential. Each party will be responsible for ensuring that all of its staff and contractors adhere to the provisions of this clause.

#### 19. Freedom of Information

The Hirer acknowledges that the Venue and Charity is subject to the requirements of the Code of Practice on Access to Government Information, the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIRs") and as such has a statutory duty to disclose certain information held by it, if such information is requested from it, subject to the application of any exemptions contained in the FOIA and EIRs.

#### 20. Data Protection



The Charity will comply with the Data Protection Act 1998 in relation to this Agreement. To the extent that the Charity acts as the Hirer's data processor, the Charity will ensure that it does not process any personal data other than as instructed by the Hirer and will ensure that it has in place appropriate organisational and technical measures to ensure the integrity and security of and to prevent unauthorised processing of such personal data. The terms "data processor" and "personal data" shall have the meanings given to them in the Data Protection Act 1998.

## 21. Notices

Any notice or other communication which is to be given by either party to the other shall be given by letter or electronic mail. Such letters shall be delivered by hand or sent prepaid by first class post, addressed to the other party and to their registered address prevailing at the time of the communication. If the other party does not acknowledge receipt of any such letter or item of electronic mail, and the relevant letter or electronic mail is not returned as undelivered, the notice or communication shall be deemed to have been given immediately if delivered by hand, three (3) working days after the day on which the letter was posted or on the following business day in normal business hours after the electronic mail was sent.

## 22. Force Majeure

If either party is prevented from or delayed in the performance of any of its obligations under the Agreement by any event (a "Force Majeure Event") beyond its reasonable control, including, but not limited to, acts of God, civil commotion, war, earthquake, fire, flood, industrial action, terrorist action, inclement weather or political interference, then it shall notify the other party in writing of the circumstances, and shall be excused from performing those obligations for so long as the Force Majeure Event shall continue. If the Force Majeure Event continues for longer than five (5) working days, the party not claiming relief under this clause 22 shall be entitled to terminate the Agreement by giving the other party 5 working days' written notice.

In the event of a force majeure event, hirers will still be responsible for cancellation charges. We will not permit deposit returns for any cancellations unless the reason for that cancellation is due to a notice from a public body. It is the responsibility of the hirer to ensure they have Business Interruption insurance cover in place so that the burden of a Force Majeure event does not fall to the Charity.

## 23. Caution List

Any user of our venues / space who violate our code of conduct or are added to a caution list by our Finance Officer will be prohibited from hiring spaces from us in the future. The charity is under no obligation to inform the Hirer they have been added to this list. The Hirer can only be removed from this list by sending a written or video application which will be reviewed at board level. The full board meets approximately five times per year.

## 24. Interpretation

The headings to these terms and conditions shall not affect the interpretation thereof. In this Agreement where the context allows words in the singular shall include the plural and vice versa and the masculine

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includes the feminine and vice versa. References to any enactment, order, regulation or legislative instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended or replaced by any subsequent enactment, order, regulation or instrument.

## 25. Governing Law and Jurisdiction

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 English Courts.

Signed:



Company Manager for and on behalf of ASLS

Dated: 9th March 2020