

## Venue Hire Terms and Conditions

### 1. Scope & Definitions

- 1.1 This Agreement shall apply to the provision by Us to You of the Venue in consideration of the payment by You of the Hire Charge.
- 1.2 Acceptance of the Booking Form indicates acceptance of these Terms any other conditions contained in the Booking Form. In the event of any inconsistency between the Booking Form and these Terms, these Terms will prevail.
- 1.3 No conduct by Us will be an acceptance of any terms put forward by You.
- 1.4 This Agreement may only be amended by express agreement in writing signed by an authorised representative of each of the parties.
- 1.5 In this Agreement, unless the context otherwise requires, the following words have the following meanings:

<b>Agreement</b>	Together the Booking Form and these Terms;
<b>Booking Form</b>	The booking form attached to these Terms and signed by both parties;
<b>Cancellation Charges</b>	The cancellation charges required to be paid by You, referred to in clause 7.1;
<b>Commencement Date</b>	The date on which this Agreement takes effect, as set out in the Booking Form;
<b>Deposit</b>	A non-refundable deposit in the amount specified in the Booking Form;
<b>End Date</b>	The date and time when You must vacate the Venue, as set out in the Booking Form;
<b>Event</b>	The event as described in the Booking Form;
<b>Hire Period</b>	The period commencing on the Start Date and ending on the End Date;
<b>Services</b>	Any catering or other services that may be specified in the Booking Form as being provided by Us;
<b>Start Date</b>	The date and time from which the Venue will be made available to You, as set out in the Booking Form;
<b>Terms</b>	These hire terms and conditions;
<b>Venue</b>	The space at the Arnolfini Gallery at 16 Narrow Quay, Bristol BS1 4QA indicated in the Booking Form;
<b>We/Us/Our</b>	Arnolfini Gallery Limited (a company registered in England & Wales with company no.00877987) whose registered office is at 16 Narrow Quay, Bristol BS1 4QA;

**You/Your**

The customer specified in the Booking Form;

### 2. Start and duration of this Agreement

- 2.1 This Agreement shall start on the Commencement Date and shall continue until the End Date, unless or until terminated under any other provision of this Agreement.

### 3. Provision of Venue and Services by Us

- 3.1 In return for the Hire Charge, We will provide You for the Hire Period with access to the Venue and the Services, for the purposes of You operating the Event.
- 3.2 During the Hire Period, We will provide to You and Your authorised representatives and guests reasonable rights of access over and along the public areas of the premises at which the Venue is situated. We shall use reasonable endeavours to ensure that the Venue is reasonably clear of any materials which may hinder Your agreed use of the Venue. We will provide the Services using reasonable care and skill.

### 4. Your Obligations

- 4.1 You must:
  - 4.1.1 carry out Your obligations under this Agreement using reasonable care and skill;
  - 4.1.2 provide Us with approximate numbers of guests being invited to the Event at the time of booking and confirm final numbers with Us at least three days before the Event.
  - 4.1.3 not use the Venue for any purposes other than the Event;
  - 4.1.4 observe and comply with all reasonable instructions and notices that We give you (whether oral or in writing) in relation to the use of the Venue and receipt of the Services;
  - 4.1.5 run the Event in a professional and safe manner, in accordance with good practice and take all reasonable steps to ensure that Our reputation and the reputation of the Venue is not damaged;
  - 4.1.6 return the Venue to the same condition that it was in prior to the Event;
  - 4.1.7 ensure that when exercising the rights granted to You under this Agreement, You will not cause any annoyance or nuisance to, or put at risk the health, safety or well being of, the visitors to the Venue, visitors to the premises at which the Venue is situated or to any residents in the surrounding area or unreasonably interfere with the use or enjoyment of the Venue or the premises at which the Venue is situated;
  - 4.1.8 comply with all applicable laws and regulations when running the Event and will not undertake any illegal or immoral activity at the Venue, or allow any illegal or immoral activity to be undertaken at the Venue;
  - 4.1.9 not misuse, damage or make any alterations to the Venue or the premises at which the Venue is situated or any furniture, fixtures, fittings or equipment at the Venue or the premises at which the Venue is situated;
  - 4.1.10 not store or place in the Venue any flammable or combustible or objectionable substance or liquid;
  - 4.1.11 not do anything which may cause Our property damage insurance in respect of the Venue or public liability or employers liability insurance to be voided or invalidated or which may constitute a breach of any health and safety, fire, liquor or public entertainment licensing, statutory or other legal requirements affecting us or the Venue;

4.1.12 inform Us if You are bringing to the Venue or consuming at the Venue any food or alcoholic beverages;

4.1.13 seek consent from Us at least 10 days prior to the Event, if You wish to use the services of another contractor (e.g. security etc) or bring equipment in to the Venue and if, in Our sole discretion, We provide consent for this, You will comply with any conditions that We may impose; and

4.1.14 vacate the Venue at the End Date and remove all Your materials and equipment from and around the Venue at the End Date.

4.2 If You, or any of Your guests or contractors or anyone else You have invited or allowed to attend the Event, fail to comply with any of the obligations listed at 4.1.1 to 4.1.14 (inclusive) We will be entitled (without having to refund any monies already paid by You) to require You, or Your guests, contractors or other invitees (as appropriate) to leave the Venue.

4.3 Where You are hiring from us any electrical, computer, audiovisual or other equipment as part of the Services, You will remain responsible for this equipment throughout the period of Your use and/or use of the Venue. We shall not be liable to You for any failure or defect in that equipment, unless that failure or defect is caused by Our negligence or the negligence of Our employees or agents.

4.4 You will reimburse Us for all liabilities that We incur arising out of Your use of the Venue and any breach of this Agreement by You.

## 5. Deposit and Hire Charge

5.1 You will pay to Us the Deposit by way of a part payment of the Hire Charge on the Commencement Date .

5.2 We will not refund the Deposit if You do not attend the Event or if the Event is cancelled unless We terminate the Agreement (except where We terminate under clause 5.4 and 8.2 below).

5.3 We will send you an invoice for the balance of the Hire Charge (after deduction of the Deposit paid) and this must be paid by You in full within 14 days of the date of invoice.

5.4 If You default in the payment when due of any sum payable under this Agreement (whether pursuant to a court order or otherwise) Your liability shall be increased to include interest on such sum from the date when such payment was due until the date of actual payment in cleared funds at a rate of 4% above the base rate from time to time of Barclays Bank PLC. Such interest shall accrue from day to day and shall be compounded annually.

5.5 The Deposit and Hire Charge will be paid by You without set off or deduction of any kind and are quoted exclusive of VAT, which shall be paid by You in addition to the figures quoted. We may set off against any sums that We owe You, any liabilities You may have to Us under or in connection with this Agreement.

## 6. Marketing and Publicity

6.1 You must obtain Our prior approval for all advertising, signs or publicity proposed to be used at the Venue for the Event. Any advertisements for the Event in the form of illegal or unauthorised flyposters at or outside the Venue may be removed. You will reimburse Us for all liabilities that We incur arising out of the use of any flyposters, including (but not limited to) any prosecution by Bristol City Council or other applicable authority.

6.2 If any of the advertising, signs or publicity used for the event infringes a third party's copyright, trade marks or other intellectual property rights, You will reimburse Us for all

liabilities that We incur arising out of the use of that advertising, signs or publicity.

6.3 You may not use Our name, or any trade marks owned or licensed to Us in any promotions, marketing or communications relating to the Event without Our prior written consent, provided that You may refer to "Arnolfini Gallery" in word only format (without the use of Our logo) as part of the address for the location of the Event.

## 7. Cancellation by You

7.1 You may cancel the Event and terminate this Agreement by giving Us notice in writing or by email to that effect. Cancellation will be effective from the date that We receive Your written notice. The following charges will apply on cancellation in addition to the Deposit already paid (which shall not be refundable to You) and are dependant on the amount of notice (prior to the Start Date) that you give Us:

7.1.1 more than 21 days before the Start Date –no additional charge (although the Deposit will not be refunded to You);

7.1.2 between 21 days and 7 days before the Start Date - 50% of the total Hire Charge (including Deposit)

7.1.3 less than 7 days before the Start Date – 80% of the total Hire Charge (including Deposit).

7.2 We will be entitled to invoice You for the Cancellation Charges at any time after receipt of Your notice of cancellation.

## 8. Termination by Us

8.1 We cancel Your booking of the Venue and terminate this Agreement by notice to You as follows:

8.1.1 where We give You at least 21 days written notice prior to the Start Date;

8.1.2 where We are forced to cancel due to circumstances beyond Our reasonable control.

8.2 We may cancel Your booking of the Venue and terminate this Agreement immediately by serving written notice to that effect on You if at any time any one or more the following events occurs or has occurred prior to the date of this Agreement and is continuing:

8.2.1 You make any voluntary arrangement with Your creditors, or become bankrupt, or (being a partnership) suffer one or more of Your partners to become bankrupt, or enter administration or go into liquidation; or

8.2.2 You cease, or threaten to cease, carrying on business; or

8.2.3 We reasonably believes that any of the events mentioned above is about to occur to You;

8.2.4 You commit a material breach of any of the provisions of this Agreement and in the case of a breach capable of remedy, fails to remedy the same within 7 days after being served with a written notice specifying the breach and requiring it to be remedied.

8.3 Where We cancel Your booking and terminate this Agreement under clause 8.1, We will refund the Deposit to You promptly following cancellation. This will be Our only liability to You for cancellation and termination in those circumstances. Where We cancel Your booking and terminate this Agreement under clause 8.2 We shall not refund the Deposit or the balance of the Hire Charge paid.

8.4 After termination of this Agreement the following clauses shall continue to apply:4.4, 5.4, 5.5, 6.1, 6.2, 8 – 10.

## 9. Liability

- 9.1 We reserve the right to exclude or remove any person from the Venue or the premises at which the Venue is situated if, in Our sole discretion, their behaviour is objectionable. We may remove and dispose of any articles or property left at the Venue after the End Date without any liability whatsoever.
- 9.2 Use of the Venue including public areas of the premises at which the Venue is situated and of any equipment provided by Us is at the user's own risk and, except where injury results from Our negligence or the negligence of Our employees or agents, We exclude all liability in that regard.
- 9.3 We are not responsible for any damage to or loss of any equipment or property whatsoever brought onto or left on the Venue or the premises at which the Venue is situated and, except where damage or loss results from Our negligence or the negligence of Our employees or agents, We exclude all liability in that regard. You are responsible for insuring equipment or property whatsoever brought onto or left on the Venue or the premises at which the Venue is situated.
- 9.4 Although We will use reasonable efforts to provide You with the exact facilities and Services referred to in the Booking Form, We are entitled to make reasonable changes to those facilities or Services where We judge this necessary or appropriate.
- 9.5 We will not be liable to You for any delay in performing, or failure to perform, any of Our obligations in relation to Your booking and/or use of the Venue where that failure results from circumstances beyond Our reasonable control.
- 9.6 We shall not be liable to You (whether by reason of Our negligence or that of Our employees or agents, under the terms of any indemnity or otherwise) for any loss of profits; damage to reputation; loss of anticipated revenues; loss of contracts; loss of goodwill; loss or corruption of data; indirect loss, damage, cost, expense which arises out of or in connection with this Agreement.
- 9.7 Our aggregate liability (inclusive of interest and legal and other costs) to the You in respect of all claims arising under or in connection with this Agreement (whether by reason of any negligence of ours or any of our employees or agents, under the terms of any indemnity or otherwise) shall not in any event exceed the Hire Charge paid by You under this Agreement.
- 9.8 Nothing in this Agreement shall operate to limit or exclude the liability of either party to the other for any death or personal injury caused by the negligence, or for any other matter in respect of which liability cannot lawfully be limited or excluded.

## 10. General

- 10.1 Nothing in this Agreement shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.
- 10.2 You shall not be entitled to assign, sub-contract or otherwise dispose of any of Your rights or obligations under this Agreement without Our prior written consent.
- 10.3 We may sub-contract Our rights and obligations under this Agreement at any time without Your consent provided that We shall remain directly liable to You for any failure of Our sub-contractors to comply with Our obligations under this Agreement when performing those duties.
- 10.4 The rights and remedies provided in this Agreement are in addition to any rights or remedies provided by law.
- 10.5 If any provision in this Agreement is declared void or unenforceable by any court, that provision shall be deemed to be severed and all other provisions of this Agreement not affected shall continue to apply.

- 10.6 Any notice under this Agreement shall be in writing and shall be sent by pre-paid post, hand delivery or fax to the address/number for the relevant party as stated in this Agreement or otherwise notified to the other party for this purpose.
- 10.7 This Agreement shall be the entire agreement and understanding between the parties in connection with the hiring of the Venue and provision of Services.
- 10.8 You agree that You have not been induced to enter into this Agreement in reliance upon, and in connection with this Agreement do not have any remedy for, any statement or promise of any nature other than as set out in this Agreement.
- 10.9 Nothing in this Agreement shall operate to limit or exclude any liability for any fraudulent misrepresentation or for any other matter in respect of which liability cannot lawfully be limited or excluded.
- 10.10 This Agreement and any dispute or claim, arising under or in connection with this Agreement shall be governed by the law of England and Wales and any dispute arising shall be subject to the exclusive jurisdiction of the courts of England and Wales.