**RWA Gallery Hire**

**Standard Terms and Conditions of Business**

*Large print version available upon request*

**1.0 Definitions**

1.1 ‘RWA’ - Royal West of England Academy

1.2 ‘Quotation’ - A quotation for Gallery Hire in the form attached to these Standard Terms and Conditions sent by the RWA to a prospective Hirer.

1.3 ‘Booking’ - any booking made by the Hirer using the Acceptance of Quotation and Reservation section annexed to the Quotation for the hire of any RWA facilities.

1.4 ‘Conditions’ - the Standard Terms and Conditions of Business set out in this document and with any special terms and conditions agreed in writing by the RWA and the Hirer.

1.5 ‘Gallery Hire’ - means the hire of any facilities of the RWA premises.

1.6 ‘Hirer(s)’ - the corporate entity, firm(s), person or persons who have confirmed the Booking of a Gallery Hire.

1.7 ‘Writing’ - includes facsimile transmission, email and comparable means of communication.

1.8 Clause and paragraph headings shall not affect the interpretation of this agreement.

**2.0 Venue**

In all correspondence, advertising and publicity, Hirers must refer to the venue as the Royal West of England Academy, Queen’s Road, Clifton, Bristol BS8 1PX.

**3.0 Booking Procedure and Payment of charges**

3.1 Prior to any booking the RWA will send a Quotation to the prospective Hirer.

3.2 A Booking in accordance with the Quotation and subject to these Conditions can be made by the Hirer by the completion of the Acceptance of Quotation and Reservation section and returning it to the RWA together with the deposit stated within 14 days of the date of the Quotation but not later.

**4.0 Booking Procedure and Payment of charges**

4.1 Booking - A booking can be made by returning the Booking Form.

4.2 Booking Confirmation - The RWA will send a Quotation detailing all charges and a request for a non-returnable deposit of ten percent (10%) of the account, or Two hundred and fifty pounds (£250), whichever is the greater.

4.3 Bookings can only be confirmed when the requested deposit and a Booking Form; with the Acceptance of Quotation and Reservation section signed has been received by the RWA.

4.4 By returning the signed RWA Acceptance of Quotation and Reservation the Hirer agrees to these Terms and Conditions.

4.5 Bookings not confirmed by this method (receipt of signed Acceptance of Quotation and Reservation and deposit) within two weeks will be automatically cancelled without notice.

4.6 A final VAT invoice will be sent within 7 days after the function, including any extras including charges for the supply of additional services, goods or damage to premises, works of art, furnishings or equipment not covered by the Quotation.

4.7 Payment will be required within fourteen (14) days of the date of the invoice after which interest will be charged at National Westminster Bank base rates plus five percent (5%) per annum. Payment can be made by cheque, cash or credit card.

4.8 If the Hirer shall comprise of more than one person all persons shall be jointly and severally liable in respect of the Booking and associated costs.

**5.0** **Cancellation of a Booking**

5.1 In the event of cancellation of the Booking, which must be in writing, the Hirer will be liable for the following charges:

5.1.1 Fourteen (14) days or more - Loss of deposit; or

5.1.2 Less than fourteen (14) days - Loss of deposit plus 20% of the total fees and charges set out in the Quotation plus VAT.

5.2 The RWA may by providing written notice to the Hirer cancel any Booking at any time prior to the event. The RWA may do so without stating a reason, and shall refund the deposit without any liability to pay any compensation to the hirer for such cancellation.

**6.0 Catering**

6.1 Catering is not included in the hire. It is the Hirer’s responsibility to provide a caterer. Catering equipment, food, drink and other goods required by the Hirer are to be delivered to and removed from the RWA at times agreed in advance with the RWA Events Manager.

6.2 Changing facilities at the RWA are limited: all catering staff should be instructed to arrive at the RWA dressed for the occasion.

**7.0 Alcohol**

7.1The RWA holds a premises licence for the supply of alcohol.

7.1 With prior written agreement of the RWA Facilities Manager the Hirer may elect a caterer to supply alcohol.

7.3 It is the Hirer’s responsibility to ensure that:

7.3.1 the caterer holds a personal licence and that this is supplied to the RWA Facilities Manager prior to the event; and
7.3.2 the Hirer and caterer comply with the terms of the premises licence held by the RWA.

**8.0** **Timings and Additional Charges**

8.1 Caterers may be allowed access to preparation areas earlier in the day if provided with prior agreement from the RWA Facilities Manager. There will be no access for caterers to the preparation areas before this agreed time.

8.2 Events must begin and end at the agreed times.

8.3 Caterers shall stop serving food and drink at least twenty (20) minutes prior to the closing time of the event.

8.4 Hirers, event organisers, catering staff, musicians and all participants involved with the event must leave the RWA premises within half an hour (30 minutes) of the closing time of the event. Failing this, additional charges will be paid by the Hirer at the relevant hourly rate for the time of the day or night set out in the RWA Gallery Hire Tariff in respect of the facilities hired. For any period after 1:00 am the additional hourly rate shall be at double the rate of the midnight to 1:00 am period.

8.5 Access to the RWA Galleries will not be available before 5:30 pm.

**9.0 Furniture and Equipment**

9.1 The RWA has no storage space for furniture, equipment etc. It is the Hirer’s responsibility to ensure that arrangements are made for the prompt delivery of equipment and furniture at the start of the hire as agreed with the RWA Facilities Manager.

9.2Furniture and equipment must leave the RWA building no later than 9:30 am on the morning after the event.

9.3 The Hirer shall agree collection times in advance with the RWA Facilities Manager.

9.4 The Hirer shall ensure that the RWA Facilities Manager receives written notification of these arrangements.

**10.0 Security and Safety**

10.1 The hire fee does not include a security guard.

10.2 The Hirer shall be charged for the attendance of an RWA appointed security guards at an event where, in the opinion of the RWA such attendance is desirable, such decision will be at the sole discretion of the RWA.

10.3 The final number of guests must be notified not less than five (5) days prior to the event.

 10.4 Guests shall be asked to bring their invitations with them. A copy of the guest list and the invitation shall be forwarded to the RWA at least two (2) working days before the event.

**11**.0 **Cleaning and service charges**

11.1 Cleaning and service charges are included in the hire fee, with the exception of the catering preparation areas which must be left in a clean and tidy condition.

11.2 In cases where an event may require more extensive cleaning afterwards the Hirer will be liable to cover the costs, including but not limited to staffing costs.

11.3 It is the Hirer’s responsibility to remove all refuse from the RWA premises after the event.

11.4 The Hirer is responsible for the cost of making good any damage caused to the RWA premises, or its contents by the Hirer or any person attending the event.

**12.0** **Liability**

12.1 All personal possessions brought into the RWA are entirely at the owners’ risk.

12.2 The RWA excludes all liability other than liability for death or personal injury due to its own negligence.

12.3 The RWA cannot be responsible for any loss due to mechanical breakdown, failure in electricity supply, flood, fire, Government restriction, or Act of God, which may cause the premises to be temporarily closed or the event interrupted.

**13.0** **Insurance**

13.1 The Hirer acknowledges that equipment, furniture, or other property of any sort brought onto the premises by the Hirer will remain under the control and care of the Hirer.

13.2 It is the sole responsibility of the Hirer to ensure that the property in 12.1 is insured. The RWA has no liability for loss or damage to such property.

**14.0** **Noise and other nuisance**

14.1 The Hirer shall be responsible for all persons who attend the function and for their behaviour at all times.

14.2 The Hirer may be required to ask any guest or guests to leave the premises at the request of any member of the

RWA staff.

14.3 The RWA reserves the right to require any person who, in its view, is not behaving properly to leave the premises.

14.4 No smoking is permitted within the RWA building and its premises.

**15.0 Other Suppliers**

15.1 Full details of any special arrangements (floral decorations, furniture, supplementary lighting, and PA systems) must be approved by the RWA.

15.2 Any electrical equipment brought into the RWA for an event must be Portable Appliance Tested (PAT) This can be arranged on site if necessary at an additional cost as agreed in advance with the RWA Facilities Manager.

15.3 The RWA does not allow candles or any naked flame to be used within the premises of the RWA.

15.4 Any planned entertainment (including musical) must be approved in advance by the RWA and any necessary licences obtained by the Hirer.

**16.0 Services and alterations**

16.1 No signs or alterations may be affixed or made to the fabric of the building, nor to any of the works of art, fixtures or fittings without the prior express permission in writing of the RWA.

16.2 No exhibitions or works of art or furniture may be moved or screened from view without prior permission. Such work must be carried out or be supervised by RWA staff.

**17.0 Print, copy and publicity**

17.1 The RWA Marketing Manager must approve all printed materials, including invitations, on which the RWA’s name appears before they go to print.

17.2 The RWA logo may be used with the prior written permission of the RWA

**18.0 Marketing Manager.**

18.1 The display of any advertising or promotional material must be approved by the RWA Marketing Manager.

18.2 Requests for filming or photography must be made and approved in advance of the event by the RWA Marketing Manager.

**19.0** **Promotional Stands**

Exhibition stands or display material may only be set up with the permission of the RWA Marketing Manager and only during the period of hire.

**20.0 Agents**

20.1 With the exception of special offers, the RWA will pay 8% commission plus VAT to agencies that place events with the RWA upon the settlement of the hire charges

20.2 Commission can be claimed on the net value of the room hire only (i.e. no audio visual hire, catering or additional services).

20.3 Invoices for room hire and additional services will be sent directly to the Hirer holding the event.

20.4 Should an agent wish to pay and invoice on behalf of their client, it is the agent’s responsibility to ensure that they do not misrepresent the RWA’s rates and agents agree to inform their clients of the RWA’s rates, excluding any agency fees.

20.5 A copy of the event invoice sent to the client will be made available for a commission claim after payment has been settled in full.

20.6Subject to the satisfactory payment of the invoice,any commission invoice will be paid at the end of the following calendar month.

**21.0 Governing Law**

These terms and conditions and any dispute or claim arising out of, or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**22.0 Severance**

22.1If the Hirer gives notice to the RWA of the possibility that any provision or part-provision of these terms and conditions are invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial purpose of the original provision.

22.2 If any provision or part-provision of these terms and conditions are or become invalid, illegal or unenforceable, they shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of these terms and conditions.