

Gurnard Terms and Conditions

1. General Booking Conditions

- i. These terms and conditions form the basis of the Booking between the Hirer and Gurnard (the Venue). The Venue will not enter into, accept or sign any third party's terms and conditions. The Terms and Conditions will not be varied except in writing and agreed by both parties.
- ii. The Venue reserves the right to decline this and any Booking or part thereof at any time without liability.
- iii. The Venue reserves the right not to accept Bookings that are of a religious or political nature. It is the Hirer's responsibility to declare the nature of the booking in advance.
- iv. All Bookings must be made by an eligible Hirer (solvent individual, freelancer or company able to trade in the UK) who shall be the contracting party for the purposes of the Booking made with the Venue.
- v. All Bookings are provisional until confirmed by receipt of a non-refundable deposit AND a signed Booking Form agreeing to these terms and conditions of hire from the Venue, on or before the due date, as agreed.
- vi. Gurnard will provide the following Marketing support for all hirers, if required. E.g. not private hires
 - i. Website listing/ feature
 - ii. Announcement in our e-newsletter
 - iii. Social Media support
- vii. Gurnard can also provide space for posters and promotional materials in the reception area.
- viii. Any Print or publicity produced for your events/ activity should include Gurnard Logo either in Top right or Bottom right corners, please email for a copy of this logo.
- ix. Any additional marketing enquiries please contact the Events Team
- x. If, at any time, the Venue does not exercise any right or rights conferred under these terms and conditions for any reason this will not prevent the Venue from successfully exercising this right or rights in the future.
- xi. The Venue will not be involved in any administrative work on behalf of the Hirer, unless the Venue has agreed to this in writing.
- xii. If it is prior arranged for the Venue to provide Box office support there will be 6% charge on all box office takings.
- xiii. Box office money will be paid via BACS to the Hirer on presentation of an invoice addressed to 'Gurnard' 30 days after final receipt of all Box office funds.
- xiv. After the event the Hirer, will provide details of box office takings and playlists, where applicable, for PRS (Performing Rights Society) monitoring purposes.

2. Booking deposits

- i. If the net Fee is less than **£500**, the Hirer pays the full fee including VAT to confirm booking – Payment should be received in full within a maximum of 14 days of booking made
- ii. If the net Fee is between **£500** and **£1,000**, the Hirer pays half the total amount due, including VAT as a deposit to confirm the booking within 14 days of booking made and the remaining half a minimum of 7 days before the event.
- iii. If the Fee is more than **£1,000**, the Hirer pays a third of the total amount due or a minimum deposit as set by the events team including VAT as a deposit within 14 days of booking being made to confirm; a minimum of 50% of the total fee (plus VAT) is due a minimum of 28 days before the event and the balance due (plus VAT) a minimum of 7 days before the event.

3. Payment

- i. All payments must be made in £ Sterling and accompanied by a Booking Reference or details of the Booking. VAT will be charged in line with current rates
- ii. Payment may be made via cheque, cash (up to a total of £500) and BACS transfer (please contact us for details)
- iii. Additional payments are due within 30 days of Stated Payment Date or Invoice date.
- iv. In cases of non payment the Venue will take appropriate action to recover the debt, including referral to external debt collection services, and shall be entitled to recover all costs, interest, damages and legal expenses (on a full indemnity basis) from the Hirer concerned (deposits excluded – see clause 2ii).
- v. Interest may be charged by the Venue on outstanding balances in line with current interest rates.

4. Contracted access times

- i. All areas or rooms within the Venue to which the Hirer has been granted access, including agreed access

times, are detailed on the Booking Form.

- ii. The Hirer must arrive and vacate by the agreed time, as stated on the Booking Form. Failure to adhere to the agreed times may incur additional charges. In the event of unauthorised overrunning (after initial verbal warning from Duty Manager/ Events Team) the Venue withholds the right to interrupt the Hire, cut the power supply and exclude hire and third parties from the Venue with or without the assistance of security. If this occurs the Venue will charge additional charges to the Hirer accordingly.
- iii. Use of the room(s) detailed on the Booking Form does not imply any right to use any other part of the building, for deliveries storage or any other access.

5. Equipment/set up

- i. The Venue will take appropriate measures, with in our control, to supply lights and equipment in good working order if required. If a Technician is required to assist with sound or lighting, there may be an additional charge. The Venue reserves the right to insist that their technician be present at an event and charge as appropriate.
- ii. Room set-up is the responsibility of the Venue unless otherwise agreed at booking.
- iii. The Hirer agrees to use the equipment belonging to the Venue in a safe manner and return it in good working order. Where equipment is damaged charges will be made to Hirer account.
- iv. Where the Hirer is providing their own electronic equipment, the Hirer agrees to Annually PAT test all equipment before installation. If the equipment is found not to be PAT tested Gurnard will have the equipment PAT tested by the Gurnard technician at a cost of £25 per item.(providing technician availability.)
- v. The Hirer must ensure that any wooden structures brought onto the premises are Class 1 and that all drapes and soft settings and props are fireproofed. The venue reserves the right to refuse the use of any equipment or props.
- vi. The Venue must be clear of all the Hirers property and in a clean and useable condition by the time stated on the Booking Form. Failure to comply with this may result in the Venue disposing of the property and charging the Hirer for expenses incurred.

6. Amendment, Cancellation and Termination

- i. All deposits are non refundable.
- ii. The Venue will acknowledge receipt of all amendments/cancellation/terminations in writing via letter/email/fax to the Hirer indicating whether the amendment/cancellation/termination has been accepted.
- iii. In the event of a full or partial cancellation of a confirmed booking by the Hirer less than 30 days prior to the event, cancellation charges will apply as follows: 100% of room hire charges plus a reasonable proportion of any additional charges which have or will be incurred by the Venue in respect of the Booking.
- iv. If a confirmed booking is postponed, transfer of the deposit against cancellation fees may be agreed at the sole discretion of the Venue.
- v. The Venue properly and reasonably reserves the right to cancel or terminate wholly or in part any booking at any time and for any reason including, but not limited to, the following:
 - ❖ If the Hirer becomes bankrupt or insolvent or enters into liquidation or receivership
 - ❖ If the Hirer is more than 30 days in arrears in respect of payments due to the Venue in respect of previous and/or current bookings or part(s) thereof.
 - ❖ If the Booking might, in the Venues reasonable opinion, prejudice the reputation of the Venue.
 - ❖ If the behaviour of the Hirer/guests/delegates (whether as individuals or as a group) is deemed by the Venue to be unacceptable. Partial termination could result in a number of guests/delegates being asked to leave the Venue.
 - ❖ If the activity of the Hirer/guests/delegates (whether as individuals or as a group) breaches Fire/ Healthy and Safety or any legislation in any way or deemed unsafe for staff, performers or public.Any such amendment/cancellation/termination shall be without prejudice to any right of action of the Venue in respect of non payment or any breach of the terms and conditions.
- vi. Force majeure: If, due to an event beyond its control, the Venue is (in its opinion) unable wholly or substantially to perform its obligations to a Hirer, the Venue will promptly notify the Hirer accordingly and will refund any relevant deposit and/or other pre payment paid to it in respect of the Booking, to the Hirer.

7. Liability and Insurance

- i. To the fullest extent permitted by law the Venue shall not be liable for:
 - ❖ Any loss or damage to property of the Hirer or their guests/delegates
 - ❖ Any inconvenience or loss caused to any party as a result of cancellation or terminationThe Venue does not exclude or limit its liability for death or personal injury caused due to its negligence.
- ii. Appropriate insurance cover should be obtained by the Hirer to indemnify the Venue against claims which may be made against it in respect of loss or damage which the Venue may suffer. Such insurance should also cover the risk of bodily injury or death to the Hirer, their guests/delegates, their servants, contractors, agents or licensees and members of the group or any third parties. This excludes any such loss, damage, injury, or death as may be caused by the act, default or negligence of the Venue. The Hirer is recommended

in advance to check that their personal insurance adequately covers the losses set out in section 7 above.

AND

- iii. The Hirer will conduct a risk assessment in respect of their event and will provide to the Venue, on request, full details of this risk assessment. A risk assessment template can be emailed to you on request.
- iv. If insurance is deemed necessary the Hirer will provide to the Venue on request full details of any insurance obtained.

8. Use and care of the Venue premises and property

- i. The Venue and any additional services requested may only be used for the purpose(s) for which they are hired.
- ii. Smoking is not permitted anywhere in the Venue. The Hirers/guests/delegates are asked to refrain from smoking outside main entrance doors.
- iii. The Hirer and their guests/delegates are responsible for any wilful or negligent loss and/or damage to Venue furniture and equipment. Any costs of making good any damage will be charged to the Hirer.
- iv. All furniture and equipment has been inventoried and may not be transferred between rooms/communal areas without prior agreement of the Venue.
- v. No notices, decoration or signs may be attached to the fabric of the Venue without prior agreement of the Venue. Under **NO** circumstances can tape, staples, nor any fixing be attached to the pillars, railings, or walls within the function rooms. Where appropriate, the aforementioned will be removed without warning. Subsequent costs of making good any damage will be charged to the Hirer.
- vi. Health and Safety incidents or Accidents are to be reported to the Duty Manager/ Events Team and followed by emailed report.
- vii. Rules, regulations, technical advice or other requests reasonable made during the running of an event by Events Team or Gurnard staff should be adhered to.
- viii. Hirers are responsible for guests and the guests behaviour and welfare.

9. Hirer/Guest Conduct and Third Party Rights

- i. The Hirer and guests/delegates must conduct themselves in a responsible manner with due consideration to any other guest/delegate, Venue staff or their agents, visitors or members of the public.
- ii. The Hirer and their guests/delegates must refrain from any behaviour, which would bring the Venue into disrepute or cause discomfort/risk to others.
- iii. The Venue is home to a private nursery and preschool which is completely separated by locked doors/ hallways. All Hirers/guests/delegates are asked to respect this environment.
- iv. The Hirer has an obligation to tell all guests/delegates about these terms and conditions give them details and ensure they comply with them. It is a condition of the Booking that the Hirer accepts the terms and conditions and has made all guest/delegates who are party to the Booking aware of them. Each guest/delegate must individually agree to comply with the terms and conditions. The Venue will enforce the terms and conditions against guests/delegates individually where relevant.

10. Complaints and disputes

- i. In the first instance, any problems or complaints relating to the Venue, additional services or these terms and conditions should be referred to the Venue, to the Duty Manager during the event and followed up by email or phone call. The Hirer/guest/delegate may be required to make a formal written report prior to any formal investigation. Complaints and disputes will normally be investigated and solved by mediation within the organisation.