

BERNIE GRANT ARTS CENTRE HIRES TERMS AND CONDITIONS

1. General

1.1 No preparation or reheating of food is permitted on-site.

1.2 Smoking is prohibited on site, apart from in designated areas; towards the rear of the main hub.

1.3 The sale and consumption of alcohol other than that provided by the Bernie Grant Arts Centre is strictly prohibited unless a corkage fee has been negotiated.

1.4 Bookings of a political nature are accepted solely at the management's discretion.

1.5 The Bernie Grant Arts Centre reserves the right to reassign rooms in line with business needs. Where a room will be reassigned with a higher fee, there will be no extra charge. Where a room will be reassigned with a lower fee, the difference will be refunded to the Client.

1.6 Bernie Grant Arts Centre may terminate this agreement immediately by notice in writing in the event that the Client:

(i) does not adhere to the terms and conditions herein

(ii) gives notice to its creditors or any of them that it has suspended or is about to suspend payment or shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or an order shall be made or resolution passed for its winding up or an administrator shall be appointed in respect of it, or any step taken for its winding up for an administration order in respect of it, or shall become insolvent or shall make some voluntary arrangement, composition or assignment with or for the benefit of creditors or has a receiver appointed over all or part of its assets or it takes or suffers any similar action in consequence of debt or if any analogous situation to any of the above occurs under the law of any jurisdiction.

Any termination of this agreement (however caused) by either party shall not affect any rights or liabilities of either party which have accrued prior to the date of termination nor shall it affect the coming into force or the continuation in force of any provision of the agreement expressed to survive such termination.

2. Venue Policies

2.1 Equal Opportunities

The Bernie Grant Arts Centre is committed to providing facilities within the context of equal opportunities. In line with the venue's Equal Opportunities Policy (available on request), hirers are not to use discriminatory language or behaviour at the centre.

2.2 Safeguarding

It is the centre's policy to look after all young and vulnerable people who are involved in its programmes and safeguard their welfare by protecting them from physical, sexual and emotional harm. All hirers will abide by the Centre's Safeguarding Policy (also available on request) and ensure that all children are appropriately supervised at all times in line with all Health and Safety and legal requirements. The Client must ensure that anyone supervising children or other vulnerable people must have had the appropriate DBS check.

3. Booking Procedures

3.1 Bookings are confirmed on receipt of full payment and a signed Contract between Bernie Grant Arts Centre and the Client/ Hirer

3.2 It is the responsibility of the Client to make sure that all details on Contract are correct before submitting and that the Client is able and understands the terms and conditions.

3.3 All hirers must indicate the purpose of the hire including details as to whether the booking is for private use or open to the public.

3.4 If the group for which the booking is being made is a charity, it is the responsibility of the Client to ensure that proof of a genuine charity registration number is provided.

3.5 Bookings are made on a first come first served basis.

3.6 All bookings will be held on the Bernie Grant Arts Centre's diary system.

3.7 Any booking is made only at the discretion of the Executive Team of the Centre.

4. FEES AND PAYMENT

4.1 Bernie Grant Arts Centre will invoice the Client in advance for the full space hire fee with an invoice stating which room the Client is booking, the date/s, time/s, and possible resources that are being held on the system.

4.2 The balance of the fee must be paid 1 month in advance of the event. The Client will not be permitted into the space they have booked if the hire fee has not been paid in full and in advance.

4.3 Payments should always quote the invoice number.

Payment should be made solely by bank transfer the details are as follows:

Account Name: Bernie Grant Centre Partnership

Account number: 21910103

Sort code: 16 58 10

Bank name: Triodos Bank

Bank address: Deanery Road, Bristol, BS1 5AS

5 Use of the building and insurance

5.1 The Client will have access only to the space/s stipulated on the contract/ invoice and to public toilets and other common areas and will only use the rooms for the purposes detailed on the booking request form.

5.2 To comply with our Public Entertainment Licence and Health and Safety Regulations, it may be necessary at the Hires Manager's discretion to have Bernie Grant Arts Centre's FOH Assistants present for the hire. The Client will pay for these extra staff if needed.

5.3 The Client will be responsible for any damage done to the Bernie Grant Arts Centre's property or building which arise from actions relating to the activities in the hire or from actions by members of the Client's group. It is the Client's responsibility to ensure that all relevant insurance policies relating to the activities carried out in the space have been taken out.

5.4 Any equipment brought onto the premises by the Client is done so at the Client's own risk and the Bernie Grant Arts Centre takes no responsibility for loss or damage to any of these items.

5.5 All electrical equipment brought onto the premises must be PAT tested.

5.6 Any space hired by the client MUST be left in the condition in which it was found and in a reasonable state of tidiness and cleanliness. The Client will ensure that the space/s hired will be cleared of debris and that rubbish is bagged and disposed of. All of the client's equipment is to be removed from the space following the hire. Cleaning costs can be incurred if the Centre believes a reasonable amount of cleaning is needed.

5.7 The standard opening hours of the Bernie Grant Arts Centre are:

Office Hours

Monday – Friday 09:00 – 17:00

Saturday, Sunday - Closed

Cafe Hours

Tuesday - Saturday 09:00 -16:00

Sunday, Monday - Closed

Access to spaces outside of these hours will only be possible with advance notice and will incur extra Staff costs over and above the standard space hire fee.

5.8 The Client agrees to ensure that no activity will take place in the building which will harm or endanger the health and safety of anyone using the Bernie Grant Arts Centre.

5.9 Any company partaking in an activity where injury, damage or a risk to health and safety may be possible, must provide the Bernie Grant Arts Centre with a risk assessment and a method statement in advance.

5.10 The client will only be shown their space and the room unlocked for them once they have signed in at the reception desk. All people attending the space booking will also be required to sign in.

5.11 The Client hereby acknowledges that parking spaces are available at the Centre in a designated area for which payment is required. Disabled parking spaces are available on request in advance. The parking of any vehicles by the client/personnel shall be at the discretion and prior arrangement with the Bernie Grant Arts Centre representative only in the case of an essential load in and out.

5.12 The client agrees to have obtained all necessary licences, certificates, and permissions related to the activities that it will carry out at the Bernie Grant Arts Centre.

5.13 Both parties agree to abide by any regulations relating to the use of the venue imposed by any outside party having authority over the premises.

6 Period of Hire and Overstay charges

6.1 Clients will be given access to the space before the start time on the confirmation letter.

6.2 An overstay charge of double the agreed hourly fee will be charged for any hour or part of an hour in which the Client stays in the space beyond the agreed finishing time.

6.3 All persons and equipment connected with the Client must be out of the room by the stated time, with the room left in an appropriate state.

7 Alteration Fee

7.1 Changes to bookings will only be made in exceptional circumstances and in reasonable time. Any alterations to an agreed booking must be made in writing or emailed to:

[hires@Berniegrantcentre.co.uk](mailto: hires@Berniegrantcentre.co.uk)

Alterations requested by the Client to a room, time, or facility for a booking held on the system and already invoiced for will incur a £20.00 inc VAT charge per event to cover administration costs.

8 Cancellation

8.1 All cancellations must be put in writing or emailed to:

hires@berniegrantcentre.co.uk.

8.2 Should the Client cancel the confirmed event/performance in writing for reasons other than death or unavoidable circumstances, the Company will incur a cancellation fee at the following rate :

- 35% of the hire charge if cancelled over 2 months beforehand
- 50% of the hire charge if cancelled over 1 month beforehand
- 100% of the hire charge if cancelled less than 1 month beforehand
- 100% of the staffing costs if cancelled less than 72 hours' beforehand

The Centre reserves the right to cancel at any time by notice in writing to the Client if in the opinion of the Centre the circumstances are such that the continuance of the production appears not to be in the interest of good management or if likely to lead to a breach of the peace. The decision to cancel or suspend this agreement will be at the discretion of the Centre alone and shall be final.

8.3 If either party is prevented from performing any of its obligations under this agreement by reason of an event of force majeure i.e. Riots, or acts of God; such delay or non-performance shall not constitute a breach of this agreement.

9 LIMITATION OF LIABILITY

9.1 The client acknowledges that Bernie Grant Arts Centre's obligations are exhaustively defined in this agreement.

9.2 Except in respect of death or personal injury caused by the negligence of Bernie Grant Arts Centre or its representatives, Bernie Grant Arts Centre shall not be liable to the Client by any reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of Bernie Grant Arts Centre, its servants or agents or otherwise) which arise out of or in connection with this agreement.

10 Fire Risk & Damage to Property

The Client

10.1 Shall be responsible (in any case not attributable to Bernie Grant Arts Centre Management) for such cover in respect of the Client's employees and members of the public, and against all risks in respect of the property of Client and its employees arising out of the use and occupancy of the venue. In this respect, the Client undertakes that the activity shall not be dangerous nor harmful to members of the Client, employees of Bernie Grant Arts Centre Management, or participants, and shall be liable for and make good all damage done to Bernie Grant Arts Centre or to any furniture, fittings, fixtures, scenery or other effects belonging to the Theatre caused by the act, default or neglect of the Client or any of its members.

10.2 Shall effect and maintain adequate insurance against fire and all other risks upon all property whether its own or that for which it is responsible that it may use for the purposes of the hire, and shall effect and maintain adequate insurance cover for its legal liability to those persons employed by the Client.

10.3 Undertakes to abide by fire regulations relating to the use of combustible materials in the construction of any set or properties ensuring all materials are fire retardant, maintaining all exits, gangways, and doorways clear at all times, and all regulations appertaining to the use of firearms and pyrotechnic devices.

11 Bernie Grant Arts Centre's Responsibilities

11.1 Shall provide the centre as normally installed.

11.2 Reserves the right to superintend and control Bernie Grant Arts Centre for the protection and accommodation of the public and for the fulfilment of all the obligations, terms and conditions of any and all licences relating to the Arts Centre.

11.3 Shall be responsible for public, third party, and employer's liability cover in respect of the venue, employees of Bernie Grant Arts Centre, and the general public visiting the venue.

11.4 Either party shall inform the other of any relevant union regulation or agreement affecting the performance of a hire agreement.

12 Data Protection

12.1 We will hold your data securely and use it only in accordance with our privacy policy.

13 Box Office

13.1 Ticketed events will have to run their box office via the centre a 12% box office and admin fee of the total is taken after VAT (20%) is deducted.

13.2 The remaining balance should be invoiced for by the client.