



## White Space Terms and Conditions

1. Capacities
2. Contractual & Financial Terms
3. Cleaning / Waste
4. Cloakroom
5. Damage Deposit
6. Disabled Access
7. Duty Manager
8. Dry Hire
9. Exclusivity
10. Facade Branding
11. Floor Plans
12. Floor Protection
13. In-house Lighting System
14. Insurance
15. Kitchen / Food Preparation / Water
16. License Requirements
17. Loading & Unloading

# White Space Terms and Conditions

- 18.Lost Property
- 19.Power & Electrical Equipment
- 20.Picture Hanging System
- 21.Venue Inventory
- 22.Production Meetings
- 23.Risk Assessments / Method Statements
- 24.Schedule
- 25.Security
- 26.Smoking
- 27.Special Effects
- 28.Suppliers
- 29.Walls &Tapes
- 30.Website / Social Media Acknowledgement

## 1. CAPACITIES

PLEASE NOTE: maximum capacity for the WHOLE venue is 100.

## 2. CONTRACTUAL AND FINANCIAL TERMS

## 2.1 TERMS

‘Booking Form’: the detailed event form that the client completes to form the basis of the contract and hire price.

‘The Event’: the agreed conditions set out in the Booking Form for which the client may use The Venue.

‘The Hirer’: the client to which White Label UK Ltd agrees to let White Space for the Hire Period.

‘Hire Period’: The agreed amount of time indicated on the Booking Form to which White Label UK Ltd agrees to let the The Hirer The Venue.

‘The Venue’: is hereby defined as the area(s) to which The Hirer and its invitees (including any guests, contractors and their employees) are permitted for the duration of the Hire Period as indicated on the Booking Form. No other space can be used at that time. The hired area is clearly defined within these T&Cs.

‘T&Cs’: The terms & conditions set out in this form by White Label UK Ltd to which The Hirer is subject.

‘WLUK’: White Label UK Ltd is the owner and operator of White Space.

‘Hire Fee’: the amount agreed by WLUK and The Hirer to use The Venue for the Hire Period as described on the Booking Form and in section 2.4.

‘Duty Manager’: the person employed by WLUK to oversee The Venue during the Hire Period.

## 2.2. THE CONTRACT

WLUK agrees, subject to the terms set out herein, to let The Venue to The Hirer for the The Event. By signing the Booking Form The Hirer agrees to comply with the T&Cs as set out in this document, a copy of which has been provided to The Hirer with the Booking Form (and further copies are available on request).

## 2.3. THE NATURE AND PURPOSE OF THE EVENT

The Hirer warrants that at the time of completing the Booking Form it will provide accurate and complete information. If for any reason such information provided to WLUK at the time of completing the Booking Form was or later becomes inaccurate or incomplete, The Hirer

# White Space Terms and Conditions

undertakes (by way of a continuing duty after completion of the Booking Form) to provide accurate and complete information to WLUK as soon as possible and no later than 14 days prior to the Hire Period. The Hirer (including any person or organisation on whose behalf The Hirer may be acting) undertakes that any visitors to the premises during The Event will only use The Venue for the nature and purposes identified on the Booking Form.

## 2.4. THE HIRE FEES

In consideration for use of The Venue, The Hirer will pay to WLUK a Hire Fee in the amount recorded on the Booking Form or as otherwise agreed between WLUK and The Hirer:

- £1,000 damage deposit is payable upon completion of the Booking Form.
- 100% (unless specified otherwise on the Booking Form) of the Hire Fee is payable 14 days prior to the Hire Period.
- Failure to do so may result in access to the venue being denied.

## 2.5. DURATION OF THE TENANCY

As per the Booking Form.

## 2.6. ASSIGNED CONTACT FROM 'THE HIRER'

The Hirer's assigned contact will make his/herself known to the Duty Manager in advance and upon arrival at The Venue on the day of The Event.

## 2.7. MUSIC, ENTERTAINMENT AND NOISE

The Hirer must ensure that any sound (whether music or other noise) generated by The Event is fair and reasonable as mutually agreed between The Hirer and WLUK's Duty Manager. In the event that the Duty Manager decides that the sound generated by The Event is excessive and requires it to be reduced (whether or not there has been any measurement of the sound levels at the perimeter of The Venue), The Hirer will immediately take steps to reduce the sound level in accordance with that instruction.

It is recommended that all forms of musical entertainment are sound checked on-site in advance of The Event to ensure the highest quality result during The Event. All of The Venue's recommended suppliers are aware of the technical specification and limitations.

## 2.8. CHILDREN

The Hirer undertakes to ensure that any visitor bringing one or more children to The Event carefully supervises any such children at all times in The Venue. The Hirer's attention is specifically drawn to the health & safety clause below (clause 2.9) concerning the exclusion of liability for any injuries suffered by visitors to The Event.

- Persons under the age of 18 are prohibited from consuming alcohol in The Venue.

## 2.9. HEALTH AND SAFETY

The Hirer must comply, and must ensure that its contractors comply, with all applicable health and safety legislation whilst within The Venue. The Hirer will not bring additional plant equipment into The Venue for the purposes of The Event without the prior written consent of WLUK. Consent may be refused for any reason, without prejudice to The Hirer's obligations above, in the case of:

- Any additional plant equipment.
- Any substances potentially hazardous to health, which may be brought onto The Venue for the purpose of The Event. The Hirer must ensure full compliance with the Health and Safety at Work Act (1974) (or any 'revising or replacement legislation'), and any Regulations made thereafter or relating to the control of substances hazardous to health (COSHH).

The Hirer must comply, and must ensure that all its invitees (including any guests, contractors and their employees) comply with:

- WLUK's safety requirements in operation at the time of The Event, and
- Any other safety instructions, which may be issued (whether before or during The Event) by WLUK or the Duty Manager.

The Hirer is responsible for the safety of all its invitees (including any guests, contractors and their employees) whilst within The Venue.

The Hirer must brief its employees, its contractors and their employees on WLUK's fire evacuation procedures. It is The Hirer's responsibility to speak with The Venue's Duty Manager and make the necessary

# White Space Terms and Conditions

arrangements to ensure that all contractors and those involved are aware of The Venue's fire procedures.

## 2.10. BROADCASTING AND OTHER RIGHTS

The Hirer is not permitted to grant broadcasting rights (whether sound, television or otherwise) or film rights without the prior written consent of WLUK, which may be withheld for any reason. Such consent (if given) may be subject to conditions, including (by way of example only): WLUK having a right to participate in any negotiations between The Hirer (or any person claiming rights through The Hirer) and any third party as to the terms and conditions of any such agreement; and WLUK sharing in any income and/or publicity to be derived there from.

The Hirer shall not infringe any copyright or other intellectual property rights belonging to White Space and/or WLUK, whether before, during or after The Event.

## 2.11. CANCELLATION OF THE EVENT BY THE HIRER

Any cancellation by The Hirer must be in writing, and will not be effective until received by WLUK. If a written notice of cancellation of The Event is received by WLUK more than 30 days prior to the date of The Event:

- The Hirer will remain liable to WLUK for any sums due and owing at that date (including any interest thereon);
- WLUK will be under no liability to refund to The Hirer any payments already made by The Hirer other than 50% of the Hire Fee (as specified above) if already paid.

If a written notice of cancellation of The Event is received by WLUK 30 days or less prior to the date of the Event:

- The Hirer shall remain liable to pay to WLUK 100% of the Hire Fee and any interest thereon;
- WLUK will be under no liability to refund to The Hirer any payments already made by The Hirer. In the event of cancellation of The Event by The Hirer, WLUK will be under no liability of any type whatsoever to The Hirer (including for any direct or indirect damages or consequential loss of any kind).

## 2.12. CANCELLATION OF THE EVENT BY WHITE LABEL UK

- WLUK may cancel The Event by notice in writing to The Hirer if any sum has not been paid by The Hirer on the due date for payment or within 7 working days thereafter. In those circumstances, The Hirer will remain liable to pay WLUK all sums due and owing as at the date of cancellation of The Event.
- WLUK may also cancel The Event by notice in writing to The Hirer:
- If The Hirer purports to assign the benefit of the contract to a third party without the prior written consent of WLUK; or
- If the Duty Manager has reasonable cause to believe, on the basis of information not known to WLUK at the time of receipt of the Booking Form, that there is a serious risk that The Event is likely to be materially different from that identified on the Booking Form and that such difference might cause damage to The Venue or to the reputation of The Venue or might be a danger to the public.

In those circumstances, WLUK is entitled to be paid and/or may retain 100% of the Hire Fee payable upon completion of the Booking Form; but WLUK will refund to The Hirer any other payments made by The Hirer to WLUK.

WLUK may also cancel The Event by notice in writing to The Hirer:

- If The Venue or any part of it essential to The Event are reasonably considered by the Duty Manager to be likely to be unfit for use on the date of The Event by reason of circumstances outside the control of WLUK.
- If circumstances outside the control of WLUK and not reasonably foreseeable by WLUK at the time of receipt of the Booking Form arise, under which the Duty Manager reasonably requires WLUK to cancel The Event, e.g. public security or safety issues.

In those circumstances, WLUK will refund to The Hirer any payments made by The Hirer to WLUK.

If WLUK cancels The Event pursuant to this clause, WLUK will be under no liability whatsoever to The Hirer (including for any direct or indirect

# White Space Terms and Conditions

damages or consequential loss of any kind) other than that specified within the sub-clauses of 2.12.

## 2.13. PAYMENT

- The provisions of this clause apply to all payments due from The Hirer to WLUK. Time for all such payments is of the essence.
- The Hirer shall be liable to pay to WLUK on written demand interest on any payments made late. Such interest will be calculated at the rate of 3% above the base rate of National Westminster Bank Plc (or that of any successor bank).
- All payments should be made by means of BACS;

White Label UK Ltd

Account Number: 52012456

Sort Code: 40-04-09

## 2.14. LIABILITY, INDEMNITY AND INSURANCE

- WLUK will not be liable for any death or injury suffered by The Hirer or any persons attending The Event (including The Hirer's contractors) save to the extent that the same was caused by the negligence of WLUK.
- WLUK excludes liability, and The Hirer undertakes to assume liability for any damage to or loss of any items or articles brought into The Venue by The Hirer or any visitor to The Event (including any contractor and their employees), including any articles left at The Venue after The Event.
- The Hirer will indemnify WLUK in respect of any damage to or loss of WLUK property howsoever caused during or as a result of The Event, save to the extent caused by an employee or agent of WLUK.
- The Hirer will indemnify WLUK and hold them harmless against any claim whatsoever which may be brought against them by any person arising out of The Event, other than in respect of any proven claim for liability for death or personal injury resulting from the negligence of WLUK.
- Without prejudice to The Hirer's obligations above, The Hirer undertakes to ensure:



- That the production company, caterer or any other applicable contractor has obtained valid public liability insurance cover for The Event in a sum of at least £5 million.
- That the production company, caterer or any other applicable contractor provides to WLUK a copy of a valid 'cover note' by way of proof that 'such insurance has been arranged'.

## 2.15. ASSIGNABILITY

This contract is not assignable by The Hirer to any other party without the prior written consent of WLUK. Consent may be refused for any reason.

## 2.16. GENERAL

- The headings of each clause are for guidance only and are not to be used as an aid to construction.
- This contract for the use of The Venue by The Hirer shall not entitle The Hirer to any property rights in The Venue or any part thereof, and no relationship of landlord and tenant is created by this contract.
- Any rights of any third party to enforce against WLUK the terms of this contract pursuant to the Contracts (Rights of Third Parties) Act (1999) are specifically excluded.
- This contract shall be governed by the Law of England, and any dispute arising in relation thereto shall be determined by the High Court of Justice in London or the Central London County Court, to whose jurisdiction The Hirer hereby submits.

## CLEANING / WASTE

### 3.1 CLEANING

A two hour clean of The Venue by two cleaning operatives will be provided prior and post The Event by WLUK. These cleaning sessions will occur outside of the Hire Period. It should be possible for the two cleaning operatives to return The Venue to the condition it was hired in within two hours. Any additional time taken by the operatives to reset The Venue will be charged to The Hirer at £45 per hour. If the nature of The Event is such that additional cleaning may be required, please discuss this with the Duty Manager.

# White Space Terms and Conditions

## 3.2 WASTE

The Venue does not operate a fixed waste collection service. Disposal of waste is done via First Mile Recycling. Waste should be placed into appropriate First Mile bags and left on the pavement outside The Venue after 6pm for collection.

Mixed Recycling (waste bag with red writing) – paper, card, metal cans, glass bottles, plastic bottles.

Residual Waste (waste bag with black writing) – pre-treated residual waste.

Tape (for large cardboard) – one section of tape per 5kg of flat-packed cardboard.

Waste bags should be ordered through the Booking Form prior to The Event or through the Duty Manager during The Event.

Charged as follows: Waste bags (Red or Black), tape for cardboard – £3 each

## 4. CLOAKROOM

A cloakroom is available for use by The Hirer with rails and hangers for up to 100 guests. If required, staffing can be provided by your caterer.

## 5. DAMAGE DEPOSIT

A damage deposit of £1000 will be charged on each tenancy, refundable after The Event subject to no damages. The Hirer will take all reasonable care to ensure that The Venue is not damaged in any way during or as a result of The Event, including all contractors used by The Hirer. If The Venue is damaged during The Event, repair works must be undertaken by WLUK's suppliers.

## 6. DISABLED ACCESS

The Venue has direct from street disabled access via a ramp.

## 7. DUTY MANAGER

A Duty Manager from The Venue will be assigned to The Hirer and arrangements will be made for the Duty Manager to be on site at all relevant times during the Hire Period. This is a requirement of booking The Venue. Please see The Booking Form for when the Duty Manager must be involved.

## 8. DRY HIRE

White Space is a dry hire venue. All non-chargeable equipment/services are listed in the rates section of the brochure. These are covered by the dry hire rate. Any additional production requirements will be chargeable.

## 9. EXCLUSIVITY

All tenancies are non-exclusive unless otherwise agreed by The Venue in writing.

## 10. FAÇADE BRANDING

The Venue offers The Hirer the opportunity to brand the front door, window and main sign on the facade of the building. The facade of The Venue is Grade II listed and therefore, any branding must be arranged through WLUK.

Please find details of this service below.

Facade branding packages:

1. Door: A 50cm x 50cm vinyl decal can be placed in the area specified above – £150
2. Window: A 50cm x 50cm vinyl decal can be placed in the area specified above – £250
3. Main Sign: A 75cm x 75cm vinyl decal can be placed in the area specified above – £300

Complete facade branding package: To brand all three spaces – £550

### INSERT FACADE IMAGE

Price includes signage production, installation and removal. Files for printing must be provided in PDF format, a minimum of 14 days prior to the Hire Period. Time for installation and removal must be taken into consideration in The Event plan, as the installation and removal of signage must occur within the Hire Period.

## 11. FLOOR PLANS

After the initial production meeting, the Duty Manager may request a floor plan of The Event. We understand that not all clients can provide detailed floor plans, but in certain situations approximate drawings will

# White Space Terms and Conditions

suffice. This must be received no less than 14 days prior to the start of the Hire Period.

## 12. FLOOR PROTECTION

When set building is undertaken, protection to the floor must be considered at all times.

## 13. IN-HOUSE LIGHTING SYSTEM

The Venue fee includes the use of The Venue's two lighting systems (see Tech Spec). The systems may only be reconfigured or up-scaled by The Venue's in-house technical team. Please notify WLUK with requirements within 14 days of the Hire Period.

## 14. INSURANCE

WLUK must be provided with proof of The Hirer's insurance, covering public, products and employer's liability up to £5million in any one occurrence. This cover must be in the same name as that on the Booking Form. This must be received no less than 14 days prior to the start of the Hire Period.

## 15. KITCHEN / FOOD PREPARATION / WATER

All hot food must be pre-prepared and only 'finishing' can take place within The Venue. Heating food with naked flames is not possible as gas is prohibited in the building. It is also stipulated that no frying of food takes place inside the venue. WLUK approved caterers are aware of these guidelines, however, please bear these in mind when making initial menu choices and event themes. Cooking oil, tea and coffee granules must not be put down the kitchen sink. Floors must be left clean and all bins must be emptied.

## 16. LICENSE REQUIREMENTS

Although The Venue holds a combined alcohol and entertainment license, where alcohol is being served (paid or not), it will still be necessary for The Hirer to have a personal licensee on site. All caterers on The Venue's list are aware that they need to provide a licensee, but please liaise directly with WLUK to confirm. If they are unable to provide a licensee for The Event, in some instances, WLUK will be able to supply one at an additional charge. Please contact us in advance if this is the case. Please

note that our licensing hours vary depending on the style of The Event and/or day of the week.

PLEASE NOTE: If The Hirer intends to sell alcohol, written permission from The Venue must be received.

## 17. LOADING & UNLOADING

Vehicles can stop in designated areas on Great Newport Street for 20 minutes to load/unload. If extended periods of time are required, parking dispensation can be obtained by WLUK. This enables the holder of the dispensation to park on single and double yellow lines. WLUK requires 7 days notice to obtain parking dispensation and this is charged at £50 per 24 hours.

PLEASE NOTE: this information is intended as a guide only. It is the responsibility of The Hirer to abide by all relevant rules and regulations and to advise their suppliers and contractors. WLUK will not be held accountable for any charges or penalties incurred.

## 18. LOST PROPERTY

Any lost property found in The Venue after The Event will be recorded and kept in a lost property cupboard. In some instances where the caterer is responsible for the cloakroom, items left might be taken with them.

## 19. POWER & ELECTRICAL EQUIPMENT

The Venue has both 63amp 3 phase outlets and 13amp sockets. Please note that any electrical equipment brought into The Venue must have passed a PAT test.

### 19.1. OUTLET POSITIONS AND OUTPUT

- Event Power Distribution – A means of isolation/protection must be placed within four meters of connection to the building supply. The electrical installation from this point and upstream is the sole responsibility of the installing engineers. All installations should be in accordance with B.S 7671
- Connection to House Supply – All cables should meet the requirements of B.S 7671 for current carrying capacity. Please use cabling factors when sizing your cables to suit fuse size and type. Cables should form part of a set and should be no greater than four meters in length. All cables should be single core double

## White Space Terms and Conditions

insulated. Five core cables, which have been stripped with lugs attached will not be used to provide 125amp, three phase supplies. Cables of varying age, length, diameter and type will not be connected. All cables should be clearly marked with a B.S number and rated to 1000v. The connection to the house supply requires that cables are lugged. The eye of the lug should be between 10–16mm. Cables should not be adapted to suit a smaller size of lug, or similarly, extra large lugs on smaller cables.

### 20. PICTURE HANGING SYSTEM

The Venue has an integrated picture hanging system for The Hirer to use. 50 hanging wires + 50 zipper hanging hooks are included in the Hire Fee; these need be requested 14 days prior to the Hire Period. Additional hanging wires + zipper hanging hooks can be ordered through WLUK. The MAXIMUM load of the picture hanging system is 40KG per linear metre. The hanging wires come in two sizes; one metre or two metres. Labour to operate the picture hanging system is not included within the Hire Fee. WLUK can provide this on request, at an additional cost. If The Hirer intends to utilise the picture hanging system within The Venue a comprehensive risk assessment must be submitted and approved by the Duty Manager.

### 21. VENUE INVENTORY

The Hirer agrees to assign a member of their organisation to conduct a pre/post Hire Period inventory of The Venue with the Duty Manager to assess The Venue's condition before and after installation/breakdown takes place. The assigned contact should be added to the Booking Form. The Hirer agrees that their representative will arrive between 15 and 30 minutes prior to the Hire Period start time as stated on the Booking Form to meet the Duty Manager. Please note suppliers will not be allowed in at this time. Final walkthrough will take place between the Duty Manager and assigned contact once all suppliers have vacated The Venue post breakdown.

If The Hirer does not arrive within the timeframe outlined or does not stay post strike to sign off the inventory, resulting in the inventory being delayed or not taking place, The Venue reserves the right to either delay supplier access until the inventory can be complete OR to carry this out

themselves and determine any damage made during the Hire Period and charge accordingly without dispute by The Hirer. Agreeing to the above and ensuring you meet these requirements, you, as The Hirer are being given every opportunity to ensure you forge agreement as to The Venue's condition before and after The Event.

## 22. PRODUCTION MEETINGS

We are aware that The Hirer will need to visit The Venue on numerous occasions to finalise arrangements for The Event. We will, of course, endeavour to allow access whenever we can, but please be aware that this will not always be possible due to other events taking place. We would insist that a Duty Manager from WLUK is involved in the initial on-site production meetings as well as informed of major changes to The Event plan/layout. This will reduce the chances of certain actions not being authorised nearer The Event date.

## 23. RISK ASSESSMENTS / METHOD STATEMENTS (HEALTH AND SFETY DOCUMENTS)

Any company that will be working in The Venue during The Hirer's Hire Period must submit risk assessments for any activity they are carrying out. This must be received no less than 14 days prior to the start of the Hire Period.

## 24. SCHEDULE

The Hirer may be required to provide a comprehensive schedule for the Hire Period. This should include vehicle load-in times with vehicle sizes, all deliveries, and timings of activities. This must be received no less than 14 days prior to the start of the Hire Period. This schedule would also need to be sent to and cleared with your Duty Manager.

## 25. SECURITY

If alcohol is being served, security is required. This is an additional cost to the Hire Fee.

A minimum of two security guards are required 30 minutes prior to alcohol being served, until the end of The Event day. This can be requested on the Booking Form.

# White Space Terms and Conditions

£20p/h per guard before midnight

£25.00p/h per guard after midnight

A minimum of 2 guards is required, and this service has to be provided by WLUK.

## 26. SMOKING

Smoking is not permitted in any of the rooms in The Venue. The Hirer will ensure that visitors to The Event (including caterers and any other contractors) do not smoke in any of the buildings or temporary structures.

The allocated smoking area is located outside the front entrance. Glassware is not permitted outside of The Venue at any time.

## 27. SPECIAL EFFECTS

There are a variety of special effects that can be carried out within The Venue, however, there are firm guidelines surrounding these which must be adhered to at all times.

Smoke/haze machines are permitted inside The Venue. Please ensure these are water based as oil based machines are not allowed to be used inside at any time. It is also important that you let the Duty Manager know if you do intend to use smoke machines, as necessary precautions need to be implemented in order to prevent the fire alarm being triggered.

Candles are permitted as long as they are within a holder that contains the flame and can collect the wax. Please discuss this with the Duty Manager to determine an appropriate holder for your candle.

## 28. SUPPLIERS

On-site contact names and telephone numbers of all contractors providing direct or indirect services during the Hire Period must be provided.

It is The Hirer's responsibility to ensure that all suppliers are aware of the restrictions highlighted in this document. Failure to do so may result in additional charges to The Hirer. WLUK makes no representation and gives no warranty as to the quality or extent of the services provided by preferred and recommended suppliers.

## 29. WALLS AND TAPE



It is absolutely forbidden to put nails or hooks into any of the walls/ surfaces of The Venue. Any necessary repair work must be completed by WLUK's maintenance team and subsequent charges will apply. See 'section 21' for hanging options within The Venue.

If you wish to use tape on any surface, then it is essential that a low tack adhesive is used so as to not damage/remove any paintwork when the tape is removed.

### 30. WEBSITE / SOCIAL MEDIA ACKNOWLEDGEMENT

White Space would like the opportunity to make mentions of The Event pre and post the strike date across our social networking platforms. This will always be discussed pre-event. For more information please speak with your Duty Manager.