

IRON HOUSE

GALLERY HIRE TERMS AND CONDITIONS General Conditions of Letting

DEFINITIONS:

In these conditions of hire:

“The Hirer” means the person signing the contract for hire. Where an organisation is named in the contract that organisation shall also be considered the hirer and shall be jointly liable with the person who signed the contract.

“The Premises” means the building or part of the building booked and referred to in the booking form.

“The period of hire” means the date(s) and time(s) for hire referred to in the booking form and other correspondence.

“The Authorised Officer” means the Fabrik Manager or any person or persons nominated by him/her.

GENERAL CONDITIONS:

1. The hirer shall not use the premises, or permit the premises to be used for any other purpose other than for the purpose or purposes specified in the contract. The hirer will be responsible for the conduct and behaviour of all people attending their event.

2. The hirer shall take good care of, and shall not cause any damage or permit any damage to be done to the premises, or any part of the premises or the fixtures, fittings and equipment on the premises or to any part of the building of which the premises form part or any other building or structure within the curtilage of the building, and any damage caused or permitted by the hirer, his / her servants, agents, contractors or any other person resorting to the premises by reason of his/ her hire of them shall be made good by Fabrik at the cost to the hirer and the hirer shall inform the Office Manager of any such damage as soon as practical and the hirer shall confirm it in writing within 24 hours of its discovery. The cost of such damage shall be certified by the Authorised Officer whose decision shall be final.

3.1 The hirer shall be liable for and shall indemnify Fabrik against all actions, proceedings, claims, damages, charges, costs, expenses whatsoever brought or made against Fabrik in respect of any damage, theft or loss of property, goods, articles or things placed, deposited, brought into or left upon the premises or other part of the building of which the premises forms a part either by the hirer for his use or by any other person using the premises by reason of his/her hire unless due to the negligence of Fabrik, their servants or agents.

3.2 Fabrik shall not be liable for any loss due to any industrial action, breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restrictions or any other circumstances beyond its reasonable control, which may cause the premises or any part thereof to be temporarily closed or the hiring to be interrupted or cancelled, nor for any failure of the hirer to gain access to the premises unless due to negligence of Fabrik, their servants or agents.

4. The hirer shall be liable for, and shall indemnify Fabrik against all actions, proceedings, claims, damages, charges, costs expenses whatsoever brought or made against Fabrik in respect of any personal injury to or the death of any person arising out of or in the course of the hire of the premises by the hirer, unless due to negligence of Fabrik, their servants or agents.

5. The Authorised Officer or other employees of Fabrik can refuse the right of entry at any time during the hire period.

6. The hirer, employees, agents and contractors shall, during the period of hire and during such other times as they, or any of them shall be in the premises for the purpose of the hiring comply with all requirements of the Authorised Officer.

7.1 The hirer shall, during the period of hire be responsible for:

- a) the efficient supervision of the premises, including the orderly and safe admission and departure of persons to and from the premises and assisting the Authorised Officer in the orderly and safe clearance of the premises in case of emergency.
- b) keeping the premises safe and ensuring good order and decency is maintained.
- c) keeping the premises clean and tidy.
- d) keeping the conditions imposed from time to time by the Fire Officer and ensuring that all doors giving exit from the premises shall be kept unlocked and unobstructed, and immediately available for exit during the whole time the premises are in use and no obstruction shall be place or allowed to remain in any corridor giving access to the premises.

7.2 If you fail, in the opinion of the Authorised Officer, to comply with clause 7.1 he/she shall be permitted to suspend or terminate the function for which the immediate clearance of the premises may be required. Fabrik will not be liable for any damages arising from the termination or suspension unless arising directly from Fabrik's negligence. The hirer will be liable to pay for any remedial works including rubbish removal, cleaning, etc.

8. No animal, other than an assistance dog, may be brought on to the premises or into the building without the prior consent of the Authorised Officer.

9. The hirer and his servants, agents, contractors and others allowed on the premises by reason of its hire shall leave the premises by the expiry of the hire period. If they have not, the hirer will be required to pay Fabrik a surcharge amounting to the Fabrik's normal hire charge for the premises until the premises have been cleared.

10. No alterations or additions to the premises, the fixtures, fittings, scenery and/or equipment or the decorations at the premises shall be carried out.

11. No nails, or fixing or any kind shall be driven or put into any wall, floor, partition, pillar, ceiling, fitting or furniture of any kind. Art is to be hung on the hanging system installed.

12. The use of any equipment provided by Fabrik is at the risk of the hirer and Fabrik will accept no liability or responsibility for it unless any damage to it is due solely to the negligence of Fabrik or its employees.

13. The hirer shall be wholly liable and responsible for any loss or damage to the premises or any part of it or its fixtures or fittings or to any of Fabrik's equipment used by him/her or by persons permitted on the premises by reason of his/her hire.

14. No furniture or fittings or equipment shall be moved or removed by the hirer.

15. No bills, placards, posters or notices of any description shall be posted on or against any part of the exterior of the premises or inside the premises.

16.1 The hirer shall not permit the use of any naked lights.

16.2 The hirer shall not bring or permit to be brought onto the premises any weapons, explosives, inflammable material, fireworks or other pyrotechnics not sue or permit the use of any naked lights in any part of the premises.

16.3 The hirer shall not bring or permit to be brought onto the premises any electrical appliance or additional lighting effect without the prior written consent of the Authorised Officer, who may as a condition of his/her consent require that before any such electrical appliance and/or additional lighting effect is used it shall be inspected and approved by a competent electrical engineer nominated by Fabrik.

16.4 Drugs may not be brought on to or consumed on these premises.

16.5 Unless otherwise agreed, only food and drinks supplied by Fabrik may be consumed at the venue. Should you wish to provide your own beverages, please contact the Authorised Officer for corkage charges.

18. You must comply with, and use your reasonable endeavours to ensure that your guests comply with, all of our reasonable instructions intended to ensure the safety of property and/or people at the venue. Food and Alcohol may be consumed on the premises in line with the license and with written consent from the Authorised Office.

17. The hirer shall not be entitled to grant sound, television broadcasting or filming rights without the prior written consent of the Authorised Officer.

18. Fabrik will, at their own expense, provide for the normal heating and normal lighting of the premises (but not further or otherwise), but shall not be responsible for any failure thereof or defect to the heating and/or lighting or loss or damage resulting therefrom unless due solely to their negligence or the negligence of their servants or agents.

19. All furniture, apparatus, appliances, equipment and other supplies brought or sent to the premises by or on behalf of the hirer shall be unloaded, placed in position and removed by the hirer at such time or times as the Authorised Officer may direct.

20. The hirer is responsible for ensuring there is adequate insurance in place for any items brought into the premises.

21. The hirer shall not assign or sub-let any interest in the premises or any part of it and shall not use the premises for any other purpose than that set out in the order form.

22. The hirer shall observe and comply with the terms, conditions, restrictions and requirements of any Act of Parliament, Statutory Instrument, Regulations or Licence under which the premises or any part therefore may be used, and shall not do or permit to be done, or permitted in or about the premises any act or thing whereby such Act of Parliament, Statutory Instrument, Regulations or Licence may be liable to be suspended or forfeited or the renewal or transfer thereof refused or endangered and shall indemnify Fabrik and any person in whose name any Licence may be held on their behalf against any loss of revenue, benefits, damages, costs and expenses that may be incurred by then or him/her owing to the breach, non observance or non performance of any such terms and conditions and restrictions and requirements aforesaid.

23. Cancellation:

Bookings cancelled between 30 and 14 days of the event will be subject to a charge of 25% of the total room hire cost.

Bookings cancelled after 14 days before the event will be subject to the total room hire cost.

24. Fabrik may cancel the hiring at any time without stating a reason, and if so Fabrik shall refund to the hirer all monies paid by him/her to Fabrik, any monies payable for the period of the hire unpaid at the time of cancellation shall cease to be payable unless the cancellation is due to some act or default of the hirer provided always that Fabrik shall not be liable to pay any compensation to the hirer in respect of such cancellation.

25. Events outside our control:

Except as set out in this paragraph 25, Fabrik shall not be liable or responsible for any failure to perform, or delay in performance of, any of Fabrik's obligations under the agreement with the Hirer that is caused by events outside Fabrik's reasonable control (such as serious damage to the venue, serious adverse weather conditions, a pandemic or epidemic, or interruption or failure of utility services such as electric power, gas or water). In these circumstances, Fabrik shall use every effort to notify the Hirer as soon as is reasonably practical. If, as a result of such events, Fabrik believes it has no alternative but to cancel the Hirer's booking, Fabrik shall use reasonable endeavours to help find an alternative venue but Fabrik's sole liability to the Hirer shall be to refund any money the Hirer has paid.

29. Limitation of our liability:

Subject to paragraph 30, Fabrik's total liability to the Hirer for any loss suffered will be limited to the total amount of money payable to Fabrik. Fabrik will not be liable for any losses which were not reasonably foreseeable to both the Hirer and Fabrik when the agreement was entered into or for any losses that were not caused by any breach of contract or breach of statutory duty or negligence on Fabrik's part.

30. Nothing in these terms excludes or limits in any way Fabrik's liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or limit (or attempt to exclude or limit) our liability.

31. Changes to the venue

Fabrik reserves the right to make changes to the interior and/or exterior of the venue between the time Fabrik accepts your booking and the date of your event.

General:

32. Any error or omission in any information or document issued by Fabrik shall be subject to correction provided that the correction does not materially affect the contract.

33. The Hirer may not transfer any rights or obligations under the agreement to another person without Fabrik's prior written consent. Fabrik can transfer all or any of its rights and obligations under the contract to another organisation, but this will not affect the Hirer's rights under these terms.

37. If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

38. No person who is not a party to the agreement between Fabrik and the Hirer shall have any rights under or in connection with it.

39. These terms shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English courts.