

DEFINITIONS

“Contract” means the contract between the Owner and the Hirer, which incorporates these terms and conditions into the Owner’s invoice as confirmation of booking.

“Premises” means the Owner’s property that is being hired, this being the premises at Ground Floor, 38 or 1st floor 36 Pentonville Road, London N1 9HF.

“Hirer” means the person, firm or company entering into the Contract with the Owner and if more than one, each shall be jointly liable for the obligations of the Hirer under the Contract terms.

“Owner” means Anomalous Space Ltd, registered company number 10321993 whose principal place of business is at 38 Pentonville Road, London N1 9HF

“Event” means the exclusive hire of the Premises for the use by the Hirer for the agreed event.

“Term” means the agreed time/date booked by the Hirer for any Event

In reference to both the Breakages and Indemnity clauses, the “Hirer” shall remain responsible for all persons brought in directly or indirectly to the Premises for the purposes of their Event.

GENERAL

The Contract is personal to the Hirer and may not be assigned or sublet without the prior written consent of the Owner.

Notices

Every notice and all communication is via space@anomalous.co.uk

Governing Law

The Contract is governed by English law and the parties submit to the jurisdiction of the English courts.

CONTRACT

The Hirer agrees to the terms and conditions of this binding contract upon payment to the Owner

OPERATIONAL TIME

The premises operational times are 0900 - 1800 Monday to Friday. If a booking is requested outside of these standard operational times this must be agreed upon beforehand and may be subject to additional ‘out of hours’ rates. Any booking that runs beyond the stated contract time period will be liable to overtime charges relevant to the charge period. All events must end by 00:00 with any music lowered at 23:00 and adhere to the ‘Rules of Conduct’.

INDEMNITY

The Hirer shall be liable for and shall indemnify the Owner against any direct loss incurred by the Owner as a result of any damage directly caused to the Premises by the Hirer or by any of its guests or other third party for which it is solely responsible. The Hirer’s liability under this indemnity shall be subject to a cap of the fees payable.

RULES OF CONDUCT

The Hirer shall ensure that the Hirer and its guests do not cause any nuisance to the Owner, the surrounding residents or any third parties at the Premises, nor will the Hirer permit any unlawful activities on the Premises. The Hirer shall ensure that no breach of any by-laws, statutory requirements, health and safety or fire regulations is committed by the Hirer or any of its guests. The Hirer shall ensure that all rules of conduct with respect to the Premises, which are supplied to the Hirer by the Owner, are strictly adhered to.

MINORS

The Hirer must ensure that any persons under the age of 18 have parents’ or guardian’s permission to be at the Event, especially for the purposes of photography or filming, during the period of hire.

BOOKING INFORMATION

The Hirer must inform the Owner in writing at the time of booking of the purpose for which the Premises are required and the nature of the Hirer’s business, and the Owner reserves the right to refuse any booking in its absolute discretion.

The maximum number of people using the Premises or attending the Event at any one time shall be no more than 70. The maximum number of people using the Premises or attending the Event will be notified to the Owner by the Hirer at least 7 days prior to the Event and that number must not vary by more than 5% without prior consent of the Owner.

Deposits of 50% must be paid up front to secure all bookings a minimum of one week in advance unless an alternative arrangement is agreed upon. Full payment must be received at least 72 hours before the Event.

Future bookings can be secured using credit, confirming dates as and when required based on availability. Credit cannot be reimbursed if the Hirer chooses not to confirm future events.

CANCELLATION

The Hirer may give notice of cancellation at any time prior to one week before the Event resulting in 10% loss of fee.

After one week prior to the event will result in loss of deposit.

After 72 hours prior to event will result in loss of full booking fee. Rescheduled Event fees will be deemed as credit.

The Owner may terminate the Contract if:

- the Hirer fails to make payment prior to the term commencement date, or
- The Hirer commits any other breach of the terms of the Contract; or
- Any action of the Hirer is deemed to be unacceptable by the Owner whether in relation to the nature of the Event, health and safety, compliance with applicable local or governmental authority regulations, advertising or otherwise.

In any circumstances, the Owner has the right to forfeit any deposit paid. The Owner reserves the right to cancel an Event at any time if circumstances beyond its reasonable control affect the Owner's ability to make the Premises available.

In that case, the Owner shall have no liability to the Hirer except to return its deposit and any other payment received prior to the Event, after deducting all expenditure reasonably incurred by the Owner in relation to the Event.

RESCHEDULING

The Hirer may give notice to reschedule at any time prior to one month before the Event with no penalty. Rescheduling from one month to one week in advance of the Event will incur an additional rescheduling fee of 10% of the amount paid. Rescheduling after one week prior to the event will result in loss of deposit. Rescheduling after 72 hours prior to event will result in loss of full booking fee.

OVERTIME

The Hirer must include set up and take down time within the hours booked in order to avoid any additional overtime charges. The Owner reserves the right to charge the Hirer its overtime rates for use of the Premises outside of the booked time, pre or post Event.

PAYMENT & CHARGES

All rates are based on hire of the space with existing equipment and does not include any equipment or services beyond the basic 'facilities and equipment introduction'.

Any other charges such as cleaning, staffing, security, resetting, damages and additional AV equipment will agreed in advance and invoiced and settled separately, the list of additional charges is not exhaustive.

The Hirer will be responsible for: any other charges incurred by the Owner in relation to the Event which are agreed in advance with the Hirer such as cleaning, staffing, security, resetting and damages

Cleaning

All bookings require cleaning services following uses of the premises. Basic cleaning services are factored in to the overall fee. For events that require a deep clean an additional cleaning charge will be added on to the overall fee and agreed on beforehand.

Security

For any bookings scheduled beyond 20:00 or where alcohol is consumed, the hirer will be required to factor in an additional security fee (quoted on request).

Overtime

Unbooked overtime is charged at: A_SPACE - £200 per hour 0900-1800 & £250 per hour before 0900 and after 1800. B_SPACE - £75 per hour 0900-1800 & £100 per hour before 0900 and after 1800. Early access up to 30 mins £100

Resetting

The removal of any additional furnishings or permanent fixtures, as well as any redecoration on behalf of the Owner to return the studio to its prior condition may be subject to a resetting charge. This shall be the actual cost incurred by the Owner for such resetting capped at the following amounts: (i) £100 for minor work including filling holes, sanding and painting; (ii) £500 for major work including full repaint and fixture of the cove; and (iii) £2000 for the total repaint of the space.

Damages

Any damage or breakages to property, facilities, equipment or furniture will be charged post event based on assessment, up to a maximum of £10,000 (the "Damages Cap"). A returnable damage deposit of 30% of the total hire may be requested for events considered 'high risk'.

FACILITIES

The Owner shall ensure that the Premises and any equipment provided by the Owner are provided such that they are available and fit-for purpose at all times during the Term.

The facilities to be provided by the Owner shall include:

access to:

1. (i) basic audio-visual capabilities, including functional screens and projectors; (ii) kitchenette facilities including supply of tea, coffee and water; and (iii) fully functioning and serviceable toilet facilities;
2. Wi-Fi available for use of all persons on the Premises; and
3. First aid kit.

Where, during the Term, the Hirer requires additional audio-visual, lighting or other equipment, the Hirer shall request such equipment in advance which can be provided by the Owner at an additional fee to be agreed in advance or brought in by the Hirer on the Owners agreement.

The Owner will provide a basic 'facilities induction' at the start of the booking period, to include an overview of equipment.

The induction will be conducted by the Owner directly to the Hirer or any person previously agreed upon by both parties. Any further operational requirement for equipment will be charged at a technicians rate of £30 per hour and technician support will need to be requested 72 hours in advance of all bookings.

Beyond the standard furnishings provided by the Owner, removal of any permanent fixtures, as well as any redecoration that requires further intervention on behalf of the Owner to return the studio to its prior condition at the end of the contract may be subject to a resetting charge. See "Payment & Charges".

EQUIPMENT

The space is booked with the existing equipment provided, unless additional equipment requirements are specified and agreed upon beforehand.

Equipment use beyond the provided basic AV equipment is charged as a separate rate to the space booking to be agreed in advance.

The Hirer shall be entitled to bring its own equipment and fixtures and fittings onto the Premises during the Term provided that it is at the Hirer's risk, save where the Owner or a person licensed to enter the Premises by the Owner causes damage to such equipment.

All equipment brought in by the Hirer must hold relevant PAT tested certification and must be removed at the end of the Term.

Any requirements for storage or collection of equipment outside the stated event times will be liable to additional charges (*see Deliveries/Storage*).

The Hirer may not without the written consent of the Owner:

- remove any equipment from the Premises; or
- modify or alter or tamper with the equipment in any way; nor
- use the equipment in a manner not recommended by the manufacturer;

Equipment must be returned promptly at the end of the Term in the condition it was received, subject to usual wear and tear.

CATERING

Food and drink will only be permitted in the premises on the condition that all waste is disposed of in the correct bins.

At the Hirer's request, the Owner can arrange for catering for any individual event during the term at a pre-agreed price. The Hirer is permitted to engage its own caterers to bring their own food and drink into the Premises provided that all unused food and drink shall be promptly removed by the Hirer at the end of the relevant event.

If any delivery or collection of catering equipment is arranged outside of the hours of the booking, this will be incurred at an additional charge to the Hirer (*see Deliveries/Storage*).

No use of gas or flame for heating of food is allowed on the premises. Electric hobs and/or preparation and cold service is considered on request.

Catering recommendations can be suggested on request.

BREAKAGE

The Hirer shall be responsible for all breakages, losses or damages caused to the Premises or Equipment by him/her, or any other person, during the Term, subject to the 'Damages Cap'. See "Damages".

- No alterations, decorations or additions to the Premises are permitted without the written consent of the Owner.
- The Hirer must notify the Owner at the time of supply if the condition
- of the equipment is not acceptable.

The Owner shall not be liable to the Hirer for any indirect or consequential losses (including indirect loss of profit) arising out of or in connection with any of the following:

- any damage too or loss of property by the Hirer or the Hirers guests or any third party.
- any breakdown, stoppage or failure of the facilities and equipment provided at the Event or any other equipment supplied to the Hirer by the Owner.

RISK ASSESSMENT

The Hirer takes full responsibility for all team members/participants and products brought on to site. The Hirer confirms that they will perform their own risk assessment as required. The Owner bears no responsibility for any injury from interactions or use of equipment within the venue.

DELIVERIES/STORAGE

We do not accept delivery or store goods for any events outside of the booked term, unless agreed upon beforehand. Any agreed receipt of deliveries or storage of goods is charged at £50-75 (per case basis). Overnight storage of goods/equipment within the premises is charged at £350 +VAT. The Hirer will not have access outside of their booked Event times.

OWNER'S OBLIGATIONS

The Owner will, at all times during the Term, have in place appropriate insurances with a reputable insurer in relation to the Premises and the normal commercial risks and liabilities arising from obligations defined under this Agreement.

The Owner will ensure that all equipment provided shall comply with all relevant statutory regulations and industry standard health and safety requirements.

The Owner ensures a member of staff is available on site for the Term located at the premises of 34 Pentonville Road and available to deal with any issues arising at the Premises including, but not limited to, technical issues or facilities requests. The Owner shall use its best endeavours to respond to any issues as soon as possible.