

Standard terms and conditions for the hire of the room at Wellington Studios

The Event Hire Agreement, these Standard Conditions of Hire and any Appendices and documents referred to there in together constitute the entire contract ("Agreement") between the Hirer and Wellington Studios

1. Application for Hire

1.1. Applications will not be accepted from persons acting on behalf of a third party unless this is declared at the time of the application.

1.2. The Hirer must honestly declare and fully represent at the outset the purpose for hiring a Room. Any actual or apparent misrepresentation may result in cancellation of the Event by Wellington Studios without further liability whatsoever to the Hirer.

1.3. Wellington Studios reserves the right to refuse any application for Hire where (in its sole opinion) it deems the Hirer's purpose for hiring unsuitable or inappropriate for the Wellington Studios

2. Hirer's Use of a Room

2.1. The Hirer shall be responsible for ensuring Wellington Studios is fully aware of the nature and details of the Hirer's proposed use and purpose for hiring a Room and shall not use the Room for any purpose or activity other than the purpose or activity made known to Wellington Studios at the time of booking hire in accordance with the agreed Event Hire Agreement.

2.2. If a Room is used for any other purpose other than that stated in the Agreement Wellington Studios hereby reserves the right to terminate the Agreement with immediate effect, without liability to the Hirer and without prejudice to Wellington Studios other rights contained in these Standard Conditions of Hire.

2.3. In any event the Hirer shall not use the Room or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral or which may become a nuisance to Wellington Studios or any other occupiers of any areas of the building or the owner or occupier of any neighbouring property.

2.4. The Hirer, its officers, servants, agents and guests must only use those parts of the Room, which are specified for use in the Agreement including only those means of access and egress as are sign posted and/or notified to the Hirer at the commencement of the Hire Period.

2.5. The Hirer, its servants, agents and visitors are not permitted access to any areas in Wellington Studios not listed in the 'Areas to be used' section of the Agreement at any time during the Event (including during set up and dismantling of the Event) unless access to such areas by the Hirer has been confirmed in writing in the Event Hire Agreement by Wellington Studios.

2.6. The Hirer shall notify Wellington Studios of the required layout of the Room (including but not limited to the position of furniture and equipment) at least one week prior to the Event Date.

2.7. The Hirer shall not make any alterations, attachments or additions ('Alterations') to the layout or appearance of the Room or move/remove the Wellington Studios property without the prior consent of the Wellington Studios.

2.9. The Hirer shall be responsible for providing sufficient staff ("Personnel") to ensure the efficient planning, co-ordinating and management of the Event preparations and the Event itself to ensure the smooth safe running of the Event (including personnel to install and remove all equipment and furniture (other than that supplied by Wellington Studios or Approved Suppliers).

2.10. The Hirer must comply with all requests and instructions issued by the Wellington Studios' Events Manager with respect to the precise type of entertainment to be provided during the Event. Any specified maximum volume or sound level for music or other entertainment must be strictly adhered to.

2.11. The times stated in the Hire Period on the Event Hire Agreement must be strictly adhered to. The Hirer, its officers, servants, agents and guests must have left Wellington Studios by the Closure Time. Failing to adhere to the stipulated closure times will result in Wellington Studios incurring additional costs which shall be payable by the Hirer at the Wellington Studios standard rate.

2.12. The Hirer must ensure that the number of guests at the Event do not exceed the total number of guests stated in the Event Hire Agreement. The Hirer's Personnel must be included in the guest headcount. If the guest numbers exceed the total number of guests stated to such a degree that Wellington Studios (at its sole discretion) regards the Room unsafe, guests may be refused entry or another space may be opened at additional cost to the Hirer.

2.13. The Hirer shall not permit the filming or recording of Wellington Studios or Event or any actions throughout the Hire Period for subsequent public performance or transmission without the written consent of Wellington Studios.

2.15. The Hirer shall report any loss, theft, damages or breakages to the Wellington Studios Events Manager immediately upon discovery. The Hirer must make good any damage suffered during the Hire Period (fair wear and tear excepted).

2.16. At the end of the Hire Period the Hirer must remove all the Hirer's equipment, furniture, personal possessions and anything brought and placed therein by the Hirer and/or its guests. If the Hirer fails to do this Wellington Studios shall be entitled to remove the same and shall be at liberty to make an additional charge to the Hirer for so doing.

3. Deposit, Hire Fee, Other Charges and Payment Terms

3.1. The Hire Fee shall be the sum stated on the front of the Event Hire Agreement.

3.2. A non-refundable Deposit of £50 of the stated Hire Fee is required of the issue date of the invoice and Event Hire Agreement. Payment can be made by cheque or BACS electronic transfer.

3.3 Wellington Studios reserves the right to release the Event date if Wellington Studios has not received a signed copy of the Event Hire Agreement from the Hirer by the stated deadlines.

3.4 Cancellation charges apply if the Hirer cancels the Event Hire booking. Please refer to clause 8.

3.5. The Hirer shall also be responsible for all other charges stated on the front of the Event Hire Agreement together with any other additional charges that may subsequently become chargeable to the Hirer under the provisions of the Event Hire Agreement.

3.6. Wellington Studios shall invoice the Hirer after the Event the balance of all costs owing to Wellington Studios and the Hirer shall pay the amount so invoiced within thirty (30) calendar days of the date of invoice by cheque or BACS electronic transfer.

3.7. The Hirer may be asked to pay interest at the rate of 2% per year over the base lending rate from time to time of the Natwest bank on any money due under the Event Hire Agreement which remains unpaid from the date when such money becomes due and payable until such time as it shall be paid.

3.8. All charges payable by the Hirer are inclusive of VAT

4. Accessibility

4.1. The Hirer is responsible for any items delivered to Wellington Studios before the Event or left at the Room for collection the following day. Wellington Studios shall not accept any liability or responsibility for such items. All deliveries and collections must be pre-arranged with Wellington Studios Event Manager.

4.2. The Hirer shall be responsible for moving all deliveries and items to the Room. There is a service lift, but Wellington Studios can not guarantee its operation

4.3. Nearby parking is available for free on Cowan Street and Lind Street

5. Event Advertising and Publicity

5.1. The Hirer must declare in full, the range of people to whom tickets will be given or sold, and if tickets are to be sold, the specific means by which this is to be done.

5.2. The Hirer shall obtain the prior approval of Wellington Studios to any publicity material proposed to be issued in relation to the Hirer's use of the Room.

6. Guest Lists and Invitations

The Hirer shall provide Wellington Studios with copies of the invitation and guest list prior to the Event Date. A proof of the invitation must be approved by Wellington Studios Event Manager before being sent to print. Guest lists will be destroyed following the event and no data will be kept on file by the Gallery.

7. Health, Safety and Security

7.1. While the Event is in progress, the Hirer shall immediately inform Wellington Studios Event Manager of any issues concerning health, safety and security matters. The Wellington Studios Event Manager on duty will assume full control and responsibility for procedures, including, where appropriate, evacuation procedures if their perception is that any security matter (including but not limited to bomb, fire or the behaviour of Event attendees) warrants such control and implementation of procedure.

7.2. Wellington Studios is designated as a 'no smoking' area and the Hirer shall use all reasonable endeavours to enforce this policy during the Hire Period.

7.3. The Hirer shall not bring any petrol, petroleum (or similar spirit), illicit or illegal substances on or into Wellington Studios. This shall be a condition of access to Wellington Studios.

7.4. The Hirer shall be responsible for maintaining the proper order and conduct of all guests attending the Event and shall ensure such persons comply with any instructions they may receive from any Wellington Studios official and generally behave in an appropriate manner. **Wellington Studios reserves the right to remove any person attending the Event from Gallery premises if in its opinion they are not behaving in an acceptable manner and/or are not complying with the Gallery's terms and conditions of access.**

7.5. During the Event a member of the Hirer's organisation shall always be positioned to identify and register guests.

7.6. All parts of the Room in use during the Event should be monitored by the Hirer's team.

7.7. The Hirer should employ their own security staff if required. Events which are highly likely to attract the presence of political or activist organisations, or involve guests of significant political or public interest will require additional security and this should be advised to Wellington Studios at the time of booking. Events involving invitations to anyone who may require additional security because of public or press interest must also be advised to Wellington Studios at the time of booking. Failing to notify Wellington Studios at the time of booking may incur higher than normal security and policing costs. In any circumstance, where Wellington Studios deems additional security/policing necessary the Hirer shall be responsible for the settlement of any consequential costs and expenses.

7.8. Wellington Studios reserves to itself, its staff and its authorised persons (including but not limited to police and fire officers) at all times and without liability to the Hirer the right to suspend or control in such manner and to such extent as Wellington Studios may consider

necessary, any situation, action, person or event occurring during the Event, which is in breach on the part of the Hirer of the terms of this Agreement or which may constitute a danger to public safety (including the safety of the persons present at the Event) or which may cause a breach of the peace or which may be considered to be harmful, undesirable or offensive.

8. Cancellation of Booking

8.1. Wellington Studios reserves the right to cancel any booking (without any liability to the Hirer) if:

8.1.1. The Hirer does not return the Event Hire Agreement duly signed by the appropriate officer of the Hirer within 48 hours of its issue;

8.1.2. The Hirer does not pay the Deposit invoice within thirty (7) days of its issue date, or 24 hours before the event date.

8.1.3. The Hirer has failed to honestly disclose the purpose of the Event and Wellington Studios in its sole discretion deems the real proposed purpose inappropriate;

8.1.4. The Hirer fails to supply any reasonably requested information regarding the Event's arrangements (including (where requested) evidence of appropriate insurances) within a reasonable time following request;

8.1.5. A Force Majeure Event arises;

8.1.6. The Hirer appears to have or has become bankrupt or insolvent.

8.2. If the Hirer cancels the booking after the Agreement has been signed and returned to Wellington Studios, Wellington Studios reserves the right to retain the deposit

8.3. Any termination of the Event Hire Agreement shall be without prejudice to any rights or remedies that may have accrued to Wellington Studios up to the point of termination.

9. Insurance and Indemnity

9.1. The Hirer shall indemnify and keep indemnified Wellington Studios from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by Wellington Studios resulting from a breach of this Agreement by the Hirer including any act, neglect or default of the Hirer its officers, servants, agents or guests and breaches in respect of any matter arising from the Event resulting in any successful claim by any third party.

9.2. The Hirer shall effect and maintain throughout the Hire Period with one or more reputable insurers, such policy or policies of insurance as are adequate to cover its prospective liabilities in connection with this Agreement. The minimum cover per claim shall in respect of death or personal injury, be unlimited, and in respect of damage to or loss of property be £5 million per claim (in the case of a company or similar entity) or £2 million (in

the case of an individual person), unless otherwise agreed in writing with Wellington Studios, and be unlimited in aggregate.

9.3. The Hirer shall at the request of Wellington Studios provide evidence that valid and suitable insurance policies are in place. Failing to comply with this clause 9 shall amount to a fundamental breach of this Agreement.

9.4. Wellington Studios shall indemnify the Hirer against claims for death and personal injury arising pursuant to performance of this Agreement, arising from the negligence of Wellington Studios.

9.5. The Hirer shall not do or permit or suffer to be done anything which might wholly or partly invalidate any insurance maintained by Wellington Studios in respect of Wellington Studios or which might increase the insurance premium for Wellington Studios. If the Hirer's proposed use shall increase any insurance premium payable then the Hirer shall reimburse Wellington Studios that additional sum and if Wellington Studios insurers impose any special terms, the Hirer shall be responsible for any costs relating to any increased risk management, health and safety issues and for any difference in the excess payable.

9.6. The Hirer shall indemnify and keep indemnified Wellington Studios from and against all claims, proceedings, actions, damages, legal costs (including but not limited to legal costs and disbursements on a solicitor and client basis), expenses and any other liabilities arising from or incurred by the use of the Hirer, pursuant to performance of this Agreement, of any material which involves any infringement or alleged infringement of the intellectual property rights of any third party.

10. Limitation of Liability

10.1. Wellington Studios shall not accept any liability (whatsoever or howsoever caused) for the loss of or damage to any property or items placed or left in any part of Wellington Studios premises by the Hirer or any person attending the Event during the Hire Period unless the loss or damage is caused by or arises out of the negligence of Wellington Studios staff

10.2. In the event of the Event Space and/or Meeting Room or any part thereof being rendered unfit for use for which it has been hired due to circumstances beyond Wellington Studios reasonable control Wellington Studios shall not be liable to the Hirer for any resulting loss or damage whatsoever.

10.3. Wellington Studios shall not be liable to the Hirer for consequential loss or damage, loss of revenue, loss of opportunity, loss of contract or loss of goodwill.

11. No Assignment or Sub-Letting

The Hirer shall not assign or sublet in whole or in part any of its benefits or burdens under this Agreement.

12. Variations

No variation to this Agreement or any of its terms shall be effective unless it is made in writing and signed by or on behalf of each party.

13. Delays

Any failure, delay, relaxation or concession by Wellington Studios in the exercise of any right or remedy hereunder shall not be construed as a waiver or relinquishment of that right or remedy. A waiver of any right or remedy arising from a breach of this Agreement shall not constitute a waiver of any right or remedy arising from any future breach. No waiver shall be effective unless communicated in writing.

14. Entire Agreement

The parties agree that this Agreement constitutes the entire agreement with regard to the subject matter herein. This Agreement supersedes all understandings, representations and agreements made between the parties concerning such matters. However, neither party seeks to exclude liability for any fraudulent misrepresentation.

15. Severability

If any requirement of this Agreement is in conflict with the law or public policy such conflicting requirements shall be deemed to be severed from this Agreement and the validity of the remainder will not be affected by such severance.

16. Contracts (Rights of Third Parties) Act 1999

Where rights are afforded under this Agreement to Wellington Studios contracts for itself and for the benefit of (but not as agent or trustee of) Wellington Studios shall be entitled to enforce rights conferred on it directly by virtue of the Contracts (Rights of Third Parties) Act 1999.

17. Relationship of the Parties

Nothing in this Agreement shall constitute a partnership between the parties or appoint either as agent for the other for any purpose whatever and neither shall have authority or power to bind the other or to contract in the name of or create liability against the other in any way or for any purpose.

18. Force Majeure

If either party is prevented from or delayed in the performance of any of its obligations under the Agreement by any event (a "Force Majeure Event") beyond its reasonable control, including, but not limited to, acts of God, civil commotion, war, earthquake, fire, flood,

industrial action, terrorist action, pandemic, inclement weather or political interference, then it shall notify the other party in writing of the circumstances, and shall be excused from performing those obligations for so long as the Force Majeure Event shall continue. If the Force Majeure Event continues for longer than five (5) working days, the party not claiming relief under this clause 18 shall be entitled to terminate the Agreement by giving the other party 5 working days' written notice.

19. Interpretation

The headings to these terms and conditions shall not affect the interpretation thereof. In this Agreement where the context allows words in the singular shall include the plural and vice versa and the masculine includes the feminine and vice versa. References to any enactment, order, regulation or legislative instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended or replaced by any subsequent enactment, order, regulation or instrument.

20. Governing Law and Jurisdiction

The Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

Event Hire Agreement

Hirer should note the following (which form part of the Standard Conditions of Hire) and are applicable to the Event booking:

- Hirer's Personnel associated with the preparations for the Event will not be permitted in the Event Space and/or Meeting Room before the start of the allocated hire time. When the Room is cleared of people set-up in the Room may begin.
- The names of all Hirer's Personnel must be provided to Wellington Studios Representative at least forty-eight (48) hours in advance of the Event Date and numbers are limited to ten (12) individuals.
- The Hirer must allocate enough time to empty the Event Space and/or Meeting Room before the specified Event Finish Time.

Hirer's Details

Name:

Private address :

Private Tel no:

Mobile no:

Email address:

Next of Kin:

Tel:

Relation To You:

About the tenant's business:

It's status and registration:

It's trading name:

Web address :

Signature of Hirer:

Print Name :

Date:

Signature of Wellington Studios

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a horizontal line.

Print Name: SEAN MCGRATH

Date: 22/11/20