

SPACE 238: VENUE HIRE TERMS AND CONDITIONS

Premises:

Space 238
238 Stapleton Road
Easton
Bristol
BS5 0NT

Owner: Aaron Davies

Agent: Kitty Billings

Date of Issue: 1 December 2016

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 contract “The period of hire” means the date(s) and time(s) for hire referred to in the event booking form, contract and other correspondence. “The Authorised Officer” means SPACE 238 Venue 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 SPACE 238 at the cost to the hirer and the hirer shall inform the Venue 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.

3.1 The hirer shall be liable for and shall indemnify SPACE 238 against all actions, proceedings, claims, damages, charges, costs, expenses whatsoever brought or made against SPACE 238 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 SPACE 238, their servants or agents.

3.2 SPACE 238 shall not be liable for any loss due to any industrial action, breakdown of machinery, failure of supply of electricity, leakage of water, fire,

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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 SPACE 238, their servants or agents.

4. The hirer shall be liable for, and shall indemnify SPACE 238 against all actions, proceedings, claims, damages, charges, costs expenses whatsoever brought or made against SPACE 238 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 SPACE 238, their servants or agents.

5. The Authorised Officer or other employees of SPACE 238 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.
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 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. SPACE 238 will not be liable for any damages arising from the termination or suspension unless arising directly from SPACE 238's negligence

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 SPACE 238 a surcharge amounting to the 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,

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pillar, ceiling, fitting or furniture of any kind.

12. The use of any equipment provided by SPACE 238 is at the risk of the hirer and SPACE 238 will accept no liability or responsibility for it unless any damage to it is due solely to the negligence of SPACE 238 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 SPACE 238'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.

16.1 The hirer shall not permit the use of any naked lights (candles and incense is the only exception).

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 SPACE 238.

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

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. SPACE 238 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 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 contract.

21. 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

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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 SPACE 238 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.

22. Space 238 scheduling:

Classes: the space can be booked in 15 minute blocks. The minimum block is 30 minutes.

Private 1 to 1 sessions: these are available in 30 minute slots.

Changeover between classes:

The booking period for each class will be defined as the class length plus 15 minutes.

The 15 minutes is open time, shared between two classes, the one ending, and the one starting. The protocol will be to allow the class ending a grace period to move out of the main studio. The class ending will ensure that their students leave in a timely fashion to give time to the next teacher, and their customers, to enter the space, gather their equipment, set themselves up and prepare before their class commences.

Sensitive classes where absolute privacy is required at all times: please note very carefully that the standard 15 minutes is shared between teachers and their customers. It is not exclusive to either class. Where a teacher requires exclusive private time, for moving customers/students in and out of a space, they must build that time into their booking. For example, where a teacher requires absolute privacy for an hour classes, they would need to include that time within their class, either by shortening their class teaching time, or by making a longer booking.

Exceptions:

The 15 minute grace period does not apply to private 1 - 1 sessions. These sessions will begin and end on the hour. The protocol is that the studio can easily be vacated within a couple of minutes. This will be done before the session terminates. For example, a 1 hour class would finish after 55 minutes, giving the teacher and customer time to wrap up their session and leave the space within their allocated time slot.

By way of explanation: a formal changeover is a practical realistic measure, one that is consistent with the values of Space 238 - to offer a quality of experience that leaves people feeling valued.

Changeover between group classes takes time. People need time to enter and leave a space. Also, customers often like to talk with their teachers. For better or worse, this is a key element of teaching. It builds a positive quality into the relationship between teacher and customer. Therefore, rushing the

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changeover between sessions will have a negative impact on teachers, and their customers', overall experience.

I am aware that there are studios where the changeover is almost simultaneous. This removes the opportunity for the teacher to prepare the space, and leaves customers feeling harassed and herded, an outcome that is contrary to the nature of the classes being taught. In my opinion, this is not good for business. Building time into the schedule, for changeover between classes, helps to ensure a positive experience for customers and teachers who use Space 238.

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. SPACE 238 may cancel the hiring at any time without stating a reason, and if so SPACE 238 shall refund to the hirer all monies paid by him/her to SPACE 238, 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 SPACE 238 shall not be liable to pay any compensation to the hirer in respect of such cancellation.