

Agreement For Hire Of The Gallery Studio at AWOL Studios, Hope Mill, Manchester

Between	Brian Raymond	<i>(Creative Art Courses)</i>
And	Name stated on the Hire Invoice & Gallery Studio Booking Form	<i>(The Hirer)</i>
Dated this	Date stated on the Hire Invoice	

agrees to let The Hirer use of The Gallery Studio situated at the Property for the purpose of an Event during the following dates and times and The Hirer agrees to abide by all the terms and conditions as set out in this Agreement

According to the dates, times and 'purpose' stated in the Hire Invoice
And agrees to pay the Hire Fees and Deposit set out in the Hire Invoice

The Hirer is considered to have **fully read** and agreed to the T+C's within the Hire Agreement by ticking the appropriate box on the Studio Booking Form and paid the Deposit. No handwritten signature is required.

Some Key Points

- The Hirer is fully responsible for everything that occurs within the Gallery Studio and AWOL Studios property during the time of hire.
- The Hirer is fully responsible for the actions of every person involved (participant, invited guest, member of public, etc. to the Event.
- Security must not be compromised at any time.
 - Door codes must not be given out to anyone other than the Hirer or the core group involved in creating the Event.
 - The Mill ground floor door must not be left open which means guests and visitors must be greeted, granted access, and directed to the Gallery Studio when they arrive.
 - The Gallery Studio and Property must be locked securely when you are not present on site.
- Access times must be strictly adhered to as the Property gates will be locked outside these hours and your entrance and exit will be restricted.
 - Sunday hours are restricted to 10.30am – 4.30pm
- Artwork must only be fitted with standard picture hanging practices. Any damage to the Gallery Studio walls must be repaired and left in the same condition as found at the start of the hire period.
 - Artwork must only be hung on walls indicated on the Gallery floor Plan.
- The central studio floor area must be left free for use when the 'evening extension til 6pm' has not been agreed.
- Guests are restricted to 60 people at any one time.
- **Smoking is NOT permitted under any circumstances, other than in the designated areas outside the building.**
- **Alcohol is NOT allowed other than with written agreement.**
- **No loud music/noise or anything that might disturb neighbouring studios is permitted under**

any circumstances.

1. HIRE AGREEMENT

- A. The Hirer represents warrants and undertakes that he has full right and authority to enter into this Hire Agreement and to perform his obligations under this Hire Agreement.
- B. The Hirer shall sign the Hire Agreement and shall pay the Initial Payment and Deposit amount requested to secure the booking.
- C. The Hire Agreement shall prevail over any other terms and conditions, whether in writing or implied by custom, practice or course of dealing, so far as permitted by law.
- D. The Hire Agreement relates to the Gallery Studio and, where specified, Gallery Staffing. The Hirer will have no right of access to any other part of the Property.
- E. The Hirer shall not transfer or sub-let the Gallery Studio to any person without the prior written consent of **Creative Art Courses** and shall use the Gallery Studio only for the purpose for which it is hired.
- F. Any Gallery Staffing provided, where specified in the Hire Agreement, remains under the direct control of **Creative Art Courses**. The provision of Gallery Staffing does not relieve the Hirer of any obligations contained within the Hire Agreement.

2. PAYMENT TERMS

- A. The Hire Fee, net of the Deposit, shall be paid by the Hirer no later than 14 days prior to the commencement of the Hire Period. In the case of bookings made within 14 days of the commencement of the Hire Period the full Hire Fee shall be paid on the date of this agreement.
- B. The Deposit shall be paid in full on the date of this agreement.
- C. Invoices will be sent to the Hirer at the billing address specified in the Booking Form unless otherwise notified by the Hirer in writing.
- D. All payments by the Hirer shall be in sterling and shall be made without any deductions or set-off
- E. If the Hirer fails to pay any amount due under the Hire Agreement on the due date, **Creative Art Courses** shall be entitled to charge interest on the overdue amount at the rate of 3% per annum above the base rate of Barclays Bank plc.
- F. **Creative Art Courses** reserves the right to increase the Hire Fee upon written notice to the Hirer to reflect any change in cost beyond the reasonable control of **Creative Art Courses**.

3. CANCELLATION

- A. **Creative Art Courses** reserves the right to terminate the Hire Agreement immediately by giving written notice to the Hirer in the event that:

- i) The Hirer is in material breach of any of these Conditions which breach is incapable of remedy or cannot be remedied in time for the Exhibition; or
- ii) In the opinion of **Creative Art Courses**, the subject matter of the Event is deemed unacceptable or likely to cause public offence or bring **Creative Art Courses** into disrepute; or
- iii) If **Creative Art Courses** is prevented or hindered from making available the Gallery Studio during the Hire Period by an event of Force Majeure; or
- iv) **Creative Art Courses** is required to cancel the Hire Agreement by any relevant authority; or
- v) The Hirer goes into liquidation whether compulsory or voluntary or is declared insolvent or if an administrator or receiver is appointed over the whole or any part of the Hirer's assets.

B. The Hirer shall be entitled to cancel the Hire Agreement by giving **Creative Art Courses** not less than 7 days' written notice prior to the commencement of the Hire Period and in this event the Deposit will be forfeited. Cancellation with less than 7 days' written notice will be subject to payment of the full Hire Fee.

C. **Creative Art Courses** shall have no liability to the Hirer to the extent that it is prevented from making available the Gallery Studio during the whole or part of the Hire Period due to circumstances or events beyond its control. **Creative Art Courses** shall use reasonable efforts to give to the Hirer as much notice as possible of the occurrence of any such event or circumstance. **Creative Art Courses** may at its discretion offer alternative arrangements which it deems to be suitable, and if accepted by the Hirer, the Hire Agreement shall be amended accordingly. For the avoidance of doubt, nothing shall excuse the Hirer from its payment obligations under the Hire Agreement.

4. SALES OF GOODS

A. Goods may be offered for sale by the Hirer during the Hire Period and will not be subject to any commission charge by **Creative Art Courses**.

B. All sales of goods will be handled by the Hirer. **Creative Art Courses** and its officers and representatives, including any Exhibition Staffing, will not handle sales enquiries or transactions.

C. Any payments for goods will be received by the Hirer directly and notices must be displayed for the duration of the Hire Period explaining to visitors which goods are offered for sale and to whom any payment should be made.

5. CONDITIONS OF HIRE

A. The Hirer shall, during the period of the hiring, be responsible for: supervision and security of the Gallery Studio and the common areas and car park of the Property; their fabric and the contents; their care, safety from damage, however slight, or change of any sort; and the behaviour of all persons using the Gallery Studio whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway & emergency exits.

B. The Hirer shall not use the Gallery Studio for any purpose other than that described in the Agreement and shall not sub-hire or use the Gallery Studio or allow the Gallery Studio to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the Property

anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

C. There is a strict NO SMOKING policy anywhere within the whole of the Property and the Hirer shall ensure that this is strictly observed. The Hirer will ensure that smoking is only permitted outside the property under the entrance canopy within 3 meters of the cigarette disposal bin and that all cigarettes are disposed of safely.

D. The Hirer shall ensure that nothing is done on or in relation to the Gallery Studio in contravention of the law relating to gaming, betting and lotteries

E. If licences are required in respect of any activity in the Gallery Studio as permitted by the Hirer, the Hirer should ensure that they hold any and all relevant licences

F. **Creative Art Courses** reserves the right of access for its officers and representatives to all parts of the Gallery Studio and the Property at all times and requires that any stewards employed by the Hirer should be instructed accordingly.

G. All entrances and exits to the Gallery Studio and the Property must be kept clear of obstructions at all times and appropriate access for the disabled observed.

H. Alcohol is NOT permitted to be made available by the Hirer during the hire period; unless written permission has been given by **Creative Art Courses**. No alcohol is allowed to be brought onto the premises by any persons connected to the Event. Persons in a state of intoxication or under the influence of other substances shall not be allowed in the Gallery Studio at any time.

I. No animals shall be allowed in the Gallery Studio or the Property except guide or hearing dogs.

J. **Creative Art Courses** shall have the right to refuse any external services or activities that the Hirer may have arranged and does not accept any liability for the acts or omissions of any Event visitor (except where Event Staffing is hired) or any person employed or engaged by the Hirer in connection with the Event.

6. INSURANCE

The Hirer shall be responsible for the insurance of his own personnel and property against all risks and shall fully indemnify **Creative Art Courses** against all loss claims and demands in respect of personal injury or damage to property and any financial loss resulting from anything done or omitted by the Hirer. Neither party shall do or suffer to be done in or about the Gallery Studio and the Property anything whereby the insurance policy of the other may be invalidated or which may cause an increased premium to become payable. **Creative Art Courses** warrants that it has taken out and will maintain throughout the Event appropriate public liability insurance and will, if required, note the Hirer's interest on any such policy.

7. HEALTH AND SAFETY REGULATIONS

A. Both parties agree to comply with the Health and Safety at Work Act 1974 and any regulations

there under, shall co-operate fully with each other so far as is necessary for the performance of any such statutory duty, and to take all reasonable precautions to ensure the safety of all those attending or working at the Event.

B. All electrical equipment shall be maintained and operated in accordance with the provisions of the Electricity at Works Regulations 1989.

C. All Hirers undertake to abide by health and safety regulations and fire regulations and to pay due care and attention to safety when within the Gallery Studio and the Property. By signing the acceptance of these Conditions the Hirer is responsible for instructing all his representatives on the contents of these Conditions.

D. The hirer shall ensure that explosives, fireworks and flammable substances are not brought into, or used in any part of the Gallery Studio and the Property and that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of **Creative Art Courses** and that no decorations whether flammable or not are to be put up near light fittings or heaters

E. The Hirer shall ensure that no unauthorised heating appliances shall be used in the Gallery Studio without the consent of **Creative Art Courses** and that no gas canisters of any kind including Portable Liquefied Propane Gas (LPG) shall be brought into the Gallery Studio and the Property

F. The Hirer shall notify **Creative Art Courses** immediately upon becoming aware of any serious accident, injury or damage occurring within the Gallery Studio or the Property.

G. The Hirer shall nominate a point of contact to liaise with **Creative Art Courses** prior to and during the Event.

H. The Hirer shall ensure that the number of persons on the Property in connection with the Event shall not exceed 60 people at any given time.

8. PUBLICITY MATERIAL AND ADVERTISING

A. All publicity material shall name **Creative Art Courses** and **AWOL Studios**. Please request digital Logo's for your use.

B. The Hirer is responsible for arranging his own publicity for his Event. This includes poster and flyer distribution, press releases and media cover

C. In the interests of the highest possible standards of presentation **Creative Art Courses** reserves the right to limit the number of goods in the allocated space

9. CLEANLINESS AND DAMAGE

A. The Gallery Studio and the Property must be left in a clean and orderly condition. Failure to do so will result in a cleaning charge being levied.

B. External decorations flags emblems or posters will not be permitted and no objects may be attached to any walls or fittings inside or outside without the consent of **Creative Art Courses**. The Property shall not be defaced or injured in any way.

C. The Hirer will pay the cost of repairing, restoring (or at the reasonable request of Creative Art Courses) replacing any item belonging to **Creative Art Courses** or the Property which is damaged, destroyed or removed by Event visitors (except where Event Staffing is hired) or the Hirer, its representatives, contractors or employees without consent.

10. FAILURE TO OBSERVE TERMS AND CONDITIONS

In the event of the Hirer failing to observe any of these Conditions **Creative Art Courses** reserves the right notwithstanding any payment in advance of any charges to enter the Gallery Studio and terminate the hiring without previous notice in writing to the Hirer. In such an event the Hirer shall not be entitled to recover any charges.

11. FORCE MAJEURE

Neither party to this Hire Agreement shall be deemed to be in breach of this Agreement or otherwise liable to the other as a result of any delay or failure in the performance of its obligations under this Hire Agreement if and to the extent that such delay or failure is caused by an event of Force Majeure and the time for performance of the relevant obligation(s) shall be extended accordingly.

12. LIABILITY

A. Each party undertakes and agrees that it will indemnify and hold the other harmless from and against all costs and expenses (including without limitation reasonable costs), actions, proceedings, claims, demands and damage arising from a breach of the other party's representations, warranties or undertakings contained herein or arising from the acts or omissions of the other party or its respective officers, employees or agents.

B. **Creative Art Courses** shall have no responsibility for any loss or damage to the property and effects brought into the Gallery Studio by the Hirer, its officer, employees, agents and sub-contractors, or by the attendees and participants of the Event.