

Terms and Conditions of Studio 3 Arts Studio Hire

1. Definitions

The premises for the purposes of these Terms and Conditions refer to Studio 7 at The Malthouse Studios.

2. The Client

The Client is the person who confirms the booking in writing and who is, therefore, ultimately responsible for the payment of all charges incurred including damages and breakages.

3. Use of Premises

Studio 3 Arts reserves the right to refuse any booking at its discretion.

4. Terms of Payment

All reservations must be confirmed in writing.

The basic hourly rates for studio hire are as shown on the website and /or as agreed with Studio 3 Arts. The client must include set up and take down time within the hours booked, to avoid overtime charges.

5. Cancellation

Any notice of cancellations must be made in writing to the Operations Coordinator [by post or email] and arrive prior to the date of the function. Once a booking has been confirmed in writing Studio 3 Arts reserves the right to impose cancellation charges as follows:

a. Cancellation by the Client

In the event that you cancel your event with Studio 3 Arts after acceptance of this booking, a cancellation fee may be charged and is payable on demand. The fee is calculated from the anticipated total function cost as detailed in the Final Estimate provided by Studio 3 Arts, and then by taking the following percentages of such resultant figure, having subtracted the deposit.

b. Cancellation between six months and one month prior to the function: 0% of Est.

Cancellation within 7 days to one month: 25% of Est.

Cancellation within less than 7 days: 50% of Est.

Should we receive another booking for the date after cancellation by the client, all or a portion of the advance deposit and cancellation fee may be refunded to the client at the absolute discretion of Studio 3 Arts.

c. Cancellation by Studio 3 Arts

Studio 3 Arts reserves the right to cancel the booking or reservation in the event of the client failing to perform any of the obligations contained within this contract of terms and conditions.

d. If for any reason beyond its control, but not limited to strike, labour dispute, accident, act of war, act of God, fire, flood or other emergency condition, Studio 3 Arts is unable to perform its obligation under this Agreement, such non-performance is excused and Studio 3 Arts may terminate this Agreement without further liability of any nature, upon return of the customer's deposit. In no event shall Studio 3 Arts be liable for consequential damages of any nature for any reason whatsoever.

6. Final Numbers

If catering has been organised by Studio 3 Arts, on behalf of the client, then the client agrees to confirm to the Operations Coordinator in writing (by post or email) the final numbers attending by no later than midday five working days prior to the function date.

If numbers are not confirmed by this time Studio 3 Arts reserves the right to charge the original estimate of numbers attending as printed on the latest catering estimate sent to the client, or the actual numbers attending, whichever is higher. It is not always possible to cater for an unexpected increase in the numbers of guests attending at short notice.

7. Damage to the Studio 3 Arts' Property & Items not Permitted on the Premises.

- a. The client shall take all reasonable precautions to ensure that no damage occurs to the property of Studio 3 Arts or its employees. In the event of any damage occurring, Studio 3 Arts reserves the right to render the client liable for the replacement or repair of any or all property damaged.
- b. In the event of any members of staff being injured by the client or anyone attending the function the client shall be liable for any claims arising therein.
- c. The client shall ensure that nothing is fixed to the floors, walls, ceilings or any other interior or exterior of the premises by means of nails, screws, drawing pins or any other means unless agreed in writing by Studio 3 Arts prior to the function.

8. Client's Equipment

Studio 3 Arts cannot accept responsibility for any equipment, provided by, for, or on behalf of the client, left unattended prior to, during or after the function.

9. Insurance of Client's Property

The client acknowledges that any such objects, equipment, furniture, stock, or other property of any sort will remain under the control and care of the client and that the client is in the best position to insure such property and accordingly it is reasonable for Studio 3 Arts to exclude liability for such property to the extent excluded hereby.

10. Conduct

The client shall ensure that the function is conducted in an orderly fashion without causing a nuisance and in full compliance with the directives and requirements of the Management of Studio 3 Arts and with all applicable laws ordinances and regulations.

11. Rights to Exclude or Eject Persons

Studio 3 Arts reserves the right to exclude or eject, as it thinks fit and reasonable, any persons from the premises whom it shall consider objectionable (including any engaged by the client to provide entertainment or perform any other duties at the function) and the client will be liable for any liability.

12. Loss and Damage

By acceptance of these terms and conditions, the client indemnifies the premises against any loss, claim, damage, costs or expenses suffered by or made against them however and by whomsoever caused (including but not limited to the negligence of the organiser, his servants or agents) arising from the event subject only to the extent to which such loss, claim, damage, costs or expenses arise wholly or in part from negligence on the part of the venue.

13. Equipment:

Any Equipment lost, damaged or stolen will be charged to the Client at its full replacement cost. The Client may not remove any Equipment from the Studio premises and all Equipment must be returned promptly at the end of the hire period and in good condition. If the Client has any special requirements for equipment or lighting, please inform us and we will use our reasonable endeavors to make provision for these and inform you of any additional charges.

14. Data Protection Act

Studio 3 Arts will hold your details on its computer database for use by its administration department for maintaining proper records and for marketing purposes. It will not be passed on to any third parties. If you do not consent to this, please contact Studio 3 Arts.