

**Creative Community**

**Empower and challenge young people through creativity.**

**Gorse Hill Studios Creative Community** aims to providespace, resources and support to local non-profit groups and community groups.

**Using the space**

We value all of our spaces at GHS and need everyone who uses the space to support the team in keeping it safe, tidy and fit for purpose.

* Booking the space,
* Communication
* Equipment
* Health & safety
* Security
* Damage
* Feedback

Bookings of the space at GHS are accepted on the understanding that the hirer, as named on the booking form, agrees to these terms and conditions. This also includes complimentary use of the space where no fee is charged.

**Bookings and Cancellations**

All bookings must be made using the booking form, and then emailed to Spacehire@gorsehillstudios.co.uk Verbal bookings will only be classed as provisional until a confirmation email is exchanged, any variation to a booking must be agreed and confirmed by both parties via email. Provisional bookings will only be held for a period of one week. If the booking has not been confirmed at the end of this period, the date may be released.

Cancellations made less than 48 hours prior to the booking will attract a full booking fee. Please note bookings cancelled from two weeks up to 48hrs prior the event will incur a 25% charge of the original booking cost.

**Equipment**

Neither the hirer, nor your attendees are permitted to use any equipment at GHS, unless otherwise agreed during booking. If you fail to comply with this provision, we reserve the right to make an extra charge and you will be liable in full for any damage to the equipment.

If either you or your attendees move any equipment you find at the venue, you must return such equipment to its original position before leaving the building. If you fail to comply with this provision, we reserve the right to make an extra charge and you will be liable for any damage to the equipment, and for any injury to either you or your attendees, in full.

Use of hired space.

Hire of meeting rooms include all furniture, as required.

Entertainment equipment may be brought into the building subject to discussion and agreement. Any electrical equipment must have a valid Portable Appliance Test Certificate.

The use of premises is granted only to the organisation/person named on the booking for the exact purpose indicated. The premises must not be sub-let by the organisation/person named in the booking. Any advertisement must not indicate any purpose different from that specified in the booking.

The organisation/person is responsible for conducting their event in an orderly manner, ensuring that other service users are not inconvenienced.

Care should be taken when using the room(s) and furniture. Care should be taken with liquids and drawing equipment on tables, chairs, and floors. No pins, nails, screws etc., are to be used on the walls, flooring, or doors.

When vacating the room please ensure that it is left as you found it, including the layout of chairs and tables. (Any additional cost of cleaning or for loss or damage over what might reasonably be expected will be charged for). If it has been necessary to use chairs / equipment from another room, please return it to that room.

Noise levels should be kept to a reasonable level when using the rooms or travelling to them.

Charges

The hirer will be held responsible for any damages to furniture, equipment and fixtures and fittings. The hirer shall pay GHScc, on demand, the amount required to make good or remedy any such damage.

Discounted prices may be available to registered charities, “not for profit” organisations and for multiple bookings.

Notice of cancellation must be made in writing to spacehire@gorsehillstudios.co.uk and will become effective on the date received. GHScc reserves the right to cancel a booking if the holding of the event is prevented by circumstances beyond its control.

GHScc will refund any monies paid in advance. GHScc does not accept any liability for losses incurred due to the cancellation of an event.

**Food and Drink**

If you have specified on the Booking Form that you will be preparing, serving or selling food and/or drinks at GHS, you must observe all relevant food and hygiene laws and regulations.

If you have specified on the Booking Form that you will be using your own caterers during the event, you must ensure that the caterers comply with all relevant food and hygiene laws and regulations. You must also ensure that any leftover food and/or drinks and/or crockery and/or rubbish is removed from the building and the space is returned to the condition in which you found it on arrival.

GHScc does not supply any beverages or catering facilities for any events. Tea and Coffee can be supplied for an additional charge, if requested. We do not hold a liquor license and therefore are not responsible for any conduct in relation to alcohol. Beverages and catering can be brought in from external providers, and GHScc can accept any deliveries prior to the event. We have a fridge for any refreshments.

**Safeguarding**

You shall ensure that you have adequate and up to date safeguarding policies and procedures in place. You must also ensure that you and all other persons likely to have contact with the children and vulnerable adults have obtained enhanced Disclosure and Barring Service checks, and all other necessary checks, prior to the booking taking place.

**Health and Safety**

In accordance with GHScc the maximum capacity of the theatre space is 80 persons seated at tables and chairs or 100 persons standing including all performers, front of house staff, technicians.

Fire exits and extinguishers are to be always kept clear and visible. In case of fire please evacuate the building and make your way to assembly point- Fledglings Nursery car park space.

In accordance with legislation, no smoking or vaping is permitted anywhere within the premises.

The Hirer will be the responsible person for all Health and Safety matters relating to an event/session and must be present at the event to deal with any Health and Safety matters that may occur. This responsibility may be delegated to another person who must attend the event. The name of the responsible person must be advised on booking if this is different from the Hirer.

The Hirer is responsible for holding a list of all attendees in case of emergency evacuation. The Hirer is responsible for ensuring that people attending an event are aware of the fire evacuation procedures, including the location of the fire exits.

The hirer must maintain an insurance policy against any loss, liability, claim or proceeding incurred by or which may be brought against GHScc or themselves in respect of any injury or damage whatsoever to any person or property, arising out of the use and occupation of the property.

For smaller social events clients are advised to check their personal property insurance as this level of insurance may already be covered under their policy. For larger social events clients are advised to seek additional insurance to cover all aspects of their event. Events which involve teaching/instructing others will need a suitable insurance cover, e.g. Public Liability insurance.

**Security**

GHScc will be opened and closed by a staff member of GHScc, unless the hirer has a key holder agreement.

Please ensure that your staff or guests are aware of the hire period and that they will not be able to enter before or leave after the agreed hire period.

The Hirer is responsible for the conduct and behaviour of all people attending the booking. GHScc reserves the right to terminate the booking, without any refund of costs, if the conduct and behaviour is deemed to be unacceptable.

GHScc accepts no responsibility for the property of persons attending or organising an event or workshop. Any property brought on to the premises is done so entirely at the owner’s risk.

You must ensure that adequate supervision is always available and ensure that no unauthorised persons are permitted to enter the building.

**Licences**

You shall be responsible for obtaining all licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other bodies in connection with the hiring of the Venue for your specific use. You indemnify us and the owner(s) of the Venue against the consequences of your failure to do so.

**First Aid**

You must provide your own trained first aid cover, suitable and sufficient to the number and age of attendees. Access to a telephone within the building is restricted. In the event of an emergency, it is your responsibility to have in your possession a working, fully charged mobile phone to contact emergency services, next of kin or any other relevant persons or body.

**Sale of Goods**

Unless otherwise agreed, you must not use the building for any auction sale, trade, business or manufacture of goods.

You must not use the GHS premises for any illegal or immoral act or purpose.

**Gaming, Betting and Lotteries**

You shall ensure that nothing is done at or in relation to GHS premises in contravention of the law relating to gaming, betting, and lotteries.

**Promotional Materials**

You are responsible for all publicity and promotion of your event at GHS.

Promotional Materials must not include promotion of alcohol, smoking or gambling.

You must not use our name or logo, in any promotional material relating to your event without our prior written permission (which may be conditional upon us approving the material in question before you use it).

**Prevent Duty**

You shall not use GHS for any purpose or event which does not uphold fundamental British Values, as defined within the Counterterrorism and Security Act 2015.

**Termination**

If applicable and without prejudice, this agreement may be terminated in accordance with our cancellation policy.

For the avoidance of doubt, we retain the right, in our absolute discretion, to refuse or cancel a booking at any time if the reason for hire or subject matter to be discussed or promoted at the event is something to which GHS itself would, or does, reasonably object to.

Either of us can terminate this agreement if the other is the subject of a bankruptcy order (or the equivalent in any other jurisdiction) or the other becomes insolvent or makes any arrangement or composition with, or an assignment for the benefit of, its creditors or if any of its assets are the subject of any form of seizure. If either of us is a company, the other can terminate this agreement if the company goes into liquidation, either voluntary or compulsory, or if a receiver or administrative receiver or administrator is appointed.

**Liability**

During the period of hire, you shall be responsible for all damages (including accidental damage), losses (including consequential losses), claims and costs arising out of your use of the GHS and you shall indemnify us and the owner(s) of GHS from and against any damage (including accidental damage), expense, liability, loss suffered by the owner (including consequential loss), claim or proceedings arising out of the course of or caused as a result of the hiring of the premises or a breach of the terms of hire. For the avoidance of doubt the owner shall be entitled to enforce this particular clause.

For the avoidance of doubt, you are always entirely liable and responsible for both you and your attendees (and yours and their property) whilst you are at GHS and in any other part of the building or grounds in which the GHS is contained.

Nothing in this agreement shall be construed as restricting or excluding our liability for death or personal injury resulting from our negligence or for fraud.

Our liability to you under this agreement shall not exceed the amount paid by you for hiring GHS for your specific event.

**Force Majeure**

We may cancel any agreement if the space, or any part of the building or grounds in which GHS is contained is, rendered unfit or becomes unavailable due to unforeseen circumstances. This includes, but is not limited to, Acts of God, fire, lightening, explosion, war, disorder, terrorism (actual or threatened), security reasons, venue lockdown, flood, pandemic, or epidemic, industrial disputes (whether or not involving our employees), failures or interruptions of electricity gas or water supplies, weather of exceptional severity or acts of local or central government or other authorities.

**End of Hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition and any contents temporarily removed from their usual positions properly replaced, otherwise GHScc will be at liberty to make an additional charge. Hirers will be expected to vacate their guests and equipment within 30 minutes of the end of their hired period. Failure to comply with this will result in GHS incurring an additional hourly charge.

Disclaimer: Every effort has been made to ensure the accuracy of all information provided. GHScc does not accept liability for any errors or omissions and reserves the right to amend any information at any time. I agree to the terms and conditions of hiring a room at GHScc as stated above.

 *(last updated: November 2023, LR)*