

THE PINK CABBAGE

1 Middle Street Stroud GLOS GL5 1DZ info@thepinkcabbage.co.uk www.thepinkcabbage.co.uk

STANDARD CONDITIONS OF HIRE

PLEASE SIGN THIS PAGE TO INDICATE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF HIRE.

TO CONFIRM YOUR BOOKING - PLEASE SEND TO THE PINK CABBAGE GALLERY AND EVENT SPACE :

DATE:

SIGNATURE:

CONFIRMATION

A £100 cancellation / damage deposit STANDARD CONDITIONS OF HIRE confirm the booking. Written confirmation from the Hirer is required no later than 15 days before the event. Only on receipt of confirmation in writing and on receipt of the signed cover page of the Conditions of Hire (to indicate that it has been read & understood), Hiring Agreement and DEPOSIT will the Hire be confirmed.

VACATION

On satisfactory vacation of the Premises, the Deposit will be refunded within 21 days of the last day of the Hire. Should the Hirer damage the Premises in any way, leave them in an unacceptable condition or break any terms of this agreement, then some or all of the Deposit may be forfeited in addition to a possible additional claim for damage repair and compensation.

CANCELLATION

For any cancellation the part or all of the Deposit will be forfeited. For cancellations made before 1 calendar month of the commencement of the booking, 50% of the Hire fee will be payable. made within 1 calendar month of the commencement of the booking, 100% of the deposit will be payable.

TERMINATION

The Owner may terminate this Agreement immediately on notice to the Hirer if any payment required to be made by the Hirer is not properly made in accordance with the terms of this Agreement or if there is any other material breach of the Hirer's obligations under this Agreement. The Owner may terminate the Agreement at any time by giving notice of not less than two months in writing to the Hirer in that case the Owner shall refund the deposit paid by the Hirer but shall not be liable for any direct or indirect loss suffered by the Hirer as a result of termination of this Agreement and in particular but without limitation shall not be liable for any promotional costs incurred by the Hirer.

PAYMENT

The full Hire fee is due no later than 10 days before the booking. Alternative payment schedules are acceptable only upon negotiation.

INSURANCE

The Hirer must take out full insurance cover for the event. Contents (exhibits, hired props and equipment, display materials or products and for any personal belongings, including garments) remain the responsibility of the Hirer and no claim can be accepted by the Owner.

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EQUIPMENT HIRE AND DAMAGE TO PROPERTY

If the Owner's property or the Premises are accidentally, willfully or negligently damaged, stolen or lost during an event the cost is payable by the Hirer. The Hirer will, during the period of Hire, be responsible for the Premises, the fabric and the contents, their care, safety from damage however slight or change of any sort and the behaviour of all persons using the Premises whatever their capacity. Any cost incurred for repair or damage will be charged to the Hirer and may be deducted from the Deposit.

HANGING

All arrangements for Hanging must be presented to Owner and approved before implementation. Any holes made in the walls need to be filled and painted over to the satisfaction of the owner failing to comply part or all of the deposit may be used. and in case larger damage is inflicted to the venue the hirer is responsible for fixing and making good or he/she will be charged additionally for due repairs.

SET BUILDING, FITTING, DISMANTLING, AND INSTALLATION CONSTRUCTION

No building or construction work is to be done outside of the hours of Monday to Friday, 0800 - 1800 hours, unless by special arrangement with the Owner. The owner must insist that all deliveries and pickups are done as quietly as possible so that our neighbours are not disturbed. Nothing, save as mentioned previously, shall be affixed to any part of the building or walls by any means whatsoever and no alterations may be made to any of the current facilities at the Premises without the prior written consent of the Owner.

GENERAL

The Owner may assign, change or otherwise deal with this Agreement in any way.

The Hirer shall not be entitled to assign transfer or otherwise part with the benefit of this Agreement in any way without the prior written consent of the Owner.

This Agreement may not be modified except with the prior written consent of the Owner.

If any part of this Agreement is found to be invalid due to the application of UK or EC Law or Legal Principles then that invalid part will be deemed removed from this Agreement when the parties agree to use their best endeavours in good faith to achieve the same objective by lawful means.

This Agreement shall be governed by and construed in accordance with the Laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

Those placing bookings (the Hirer) must fully and fairly represent the purpose for which accommodation is required. Any misrepresentation may result in cancellation of the function at any time by the Gallery. Under no circumstances may the Hirer sub-let or further offer for hire any of the accommodation booked.