**BOOKING FORM**

**Please read the FAQs below before completing this form:**

**Date of Hire:**

**Name of Hirer:**

**Company Name (if applicable)**

**Contact Details:**

**Address:**

**E-mail address:**

**Tel No:**

**Alternative Contact**

**Type of Event:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
| **Party** |  |  |  |  |
|  |  |  |  |  |
| **Corporate** |  |  |  |  |
|  |  |  |  |  |
| **Wedding (Full Day)** |  |  |  |  |
|  |  |  |  |  |
| **Wedding (Evening)** |  |  |  |  |
|  |  |  |  |  |
| **Other** |  |  |  |  |

**Numbers expected:**

**Will Door Security be needed for this event: YES NO**

**Areas of venue to be included in the hire:**

|  |  |  |
| --- | --- | --- |
| **Café** |  |  |
| **Rooftop** |  |  |
| **Space 1** |  |  |
| **Space 2** |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Time of Hire:** | **From:** |  | **To:** |  |

**Information on set up times can be found in the FAQ section.**

**Equipment required from us (tick box if required):**

|  |  |  |
| --- | --- | --- |
| **Projector & Screen** |  |  |
|  |  |  |
| **TV** |  |  |
|  |  |  |
| **Microphone** |  |  |
|  |  |  |
| **Extra tables and chairs** |  |  |
|  |  |  |
| **Deposit for hire of equipment is £150** | | |

**Please list below any equipment that will be brought onto site:**

**Is the Hirer bringing food on site: YES NO**

**Will the Hirer be decorating the area hired: YES NO**

**Will a DJ be required: YES NO**

**Will a band be playing: YES NO**

**Please use the box below to ask any questions not covered above and/or to give us any additional information you feel would be useful.**

|  |
| --- |
|  |

**I confirm that I have read the FAQ document**

**I confirm that I have read the FULL Terms & Conditions document**

**Terms & Conditions –** All bookings should be paid in full within 7 days of the booking form submission or if the booking is less than 7 days away be paid in full at the time of the booking. If booking is for a Wedding: You must pay the agreed deposit within seven days of completion of the booking form. A tab can be left behind the bar for the bar bill utilising a valid credit/debit card or cash but **MUST** be paid on the day/night of the hire. Any bookings not paid for advance will be cancelled. Please refer to the Frequently Asked Questions for further information.

**Venue Hire – Frequently Asked Questions**

1. **What spaces can I hire?**

You can hire the following spaces individually or hire a combination of the three areas.

1. Space One (subject to current exhibition)
2. Gallery Café (up to 100 people standing/40 seated)
3. Rooftop Bar (Only available up to 9pm). This area is accessible by either stairs or a lift. (up to 60 people standing)
4. **What is included in the hire fee?**
   * 1. Use of the Venue.
     2. Use of the Venue sound system.
     3. Use of the Venue’s Audio-Visual (AV) equipment. Inclusive of LED lights, DJ decks, and PA systems.
     4. Hire of the Venue bar and staffing.
     5. There will be a first aid kit behind the bar.
     6. Lighting equipment, including disco ball, LED lighting, and general lighting.
     7. Sound equipment, including wall mounted speakers, integrated sound system (AUX cable access).
     8. Use of power**.**
     9. Use of available IT network Wifi.
     10. Access to and use of toilet facilities, including disabled toilets and baby changing facilities.

**Use of our kitchen and kitchen equipment is NOT included in the hire and is NOT permitted**.

1. **How much does it cost to hire the different areas (prices quoted include VAT)?**

|  |  |  |
| --- | --- | --- |
|  |  | **Total Cost of Hire** |
| Wedding (Full Day 12-12) – Café Bar and Rooftop Bar |  | £2000 |
| Wedding (Evening from 6pm) – Café Bar |  | £350 |
| Party (Evening from 7pm) – Café Bar |  | £250 |
| Corporate party (Evening from 7pm) – Café Bar |  | £300 |
| Rooftop ceremony and drinks between 12pm and 9pm (3 hrs) |  | £450 |
|  |  | **Hourly Rate** |
| Corporate Event - Daytime (10am – 5pm) Café Bar  or until 9pm - Rooftop Bar |  | £50 |
| Charity rate/Artist - Daytime (10am – 5pm) Café Bar or Rooftop Bar |  | £25 |
| Charity rate/Artist – Evening (7pm – 12am) – Café Bar or (12pm – 9pm) - Rooftop Bar |  | £35 |

Subject to Exhibitions you can hire Space 1 and/or Space 2 for three hours for the following additional cost:

Space 1 £100

Space 2 £100

There will be a damage deposit of £150 if using our equipment or if there is a higher risk of property damage which is refundable. The Damage Deposit will be returned within 21 days of sign off after the function if Absolutely Cultured are satisfied with the condition of the Venue. If, however, damage is incurred or the condition and cleanliness of the Venue is unsatisfactory, you will be contacted and the deposit retained by Absolutely Cultured.

1. **When do I have to pay?**

4.1 Party/Corporate/Artists Event: You **must** pay the full booking fee within seven days of completion of the booking form. This payment is non-refundable and will secure the venue on the date(s) required by you.

4.2 Wedding: You must pay the agreed deposit within seven days of completion of the booking form. This payment is non-refundable and will secure the venue on the date(s) required by you. You will receive an invoice for the remainder of the fee 31 days prior to your event and full payment must be received within seven days.

1. **Can I ‘put money behind the bar’?**

A tab can be left behind the bar for the bar bill utilising a valid credit/debit card or cash but **MUST** be paid on the day/night of the hire.

**6. Can I use my own music playlists?**

Yes, you can share your Spotify playlist with ‘Absolutely Cultured Gallery’.

**7. Are children allowed?**

Yes, but the conditions of our Licence mean that children must leave the premises by 9pm.

**8. When is ‘Last Orders’?**

Last Orders will be called at 11pm.

**9. Can we smoke anywhere on the premises?**

We do not allow smoking, which includes the use of electronic nicotine delivery devices such as e-cigarettes, e-pipes and similar, anywhere on our premises, which includes the Roof Terrace; however, you can smoke outside on Humber Street. Please do not discard cigarette butts on the pavement; use the receptacles provided.

**10. Are we allowed to decorate the premises?**

You must discuss what decorations you intend to bring on site with the Venue Manager prior to the event. Any decorations must not negatively impact on the café/gallery operations. Any decorations installed and removed by you must be done without damage to the venue.

***We would expect you to arrive one hour prior to the commencement of your booking to carry out any decoration. This will incur a charge of £50 on top of the hire fee.***

1. **What are the arrangements if we are using our own caterers?**

We will need the name of your caterer and they must be registered with the Environmental Health Office. Catering can be dropped off during the day of your hire and will be held securely BUT NOT REFRIGERATED. Alternatively, catering can be dropped off one hour prior to the commencement of your booking. We do not allow any cooking on site.

1. **Do you supply wedding/event tablecloths/chair covers/crockery?**

No. We ask you to decorate and supply crockery.

1. **What time do we have to leave?**

The lights will go on at 11.30 and the venue will need to be vacated by 12.00am.

1. **What are the arrangements for bringing our own equipment?**

You should discuss any equipment you wish to bring to the event with the Venue Manager prior to the event. Any electrical equipment must be PAT tested. No equipment will be allowed on the premises that may cause damage to the premises or exhibitions.

1. **What are the arrangements if I want a DJ or a Band?**

If asked we can recommend a DJ, but any arrangements made are between you and the DJ. The DJ must have PLI and all equipment must be PAT tested. If you book a band to play, a representative of the band **MUST** visit the venue prior to the hire to view the space and to discuss any health and safety aspects in respect to the band setting up/taking down equipment. All band equipment must have PLI and be PAT tested. DJs and bands must have all musical instruments/equipment packed up and vacated from the building by 11.45pm.

**Terms & Conditions**

1. **Alcohol and Beverages** 
   1. Beverages shall be provided and served by Absolutely Cultured.
   2. The Hirer may not bring drinks (alcoholic or non-alcoholic) onto the premises for consumption.
   3. If it is found that unauthorised drinks have been consumed on the premises, the drinks will be confiscated, and additional charges will be made to the Hirer.
   4. It is the responsibility of the Hirer to ensure their guests adhere to these rules.
2. **Noise** 
   1. The Hirer shall not cause or permit any excessive noise or nuisance to the occupiers of adjacent properties.
   2. Any entertainment must not exceed 90 decibels at any time.
   3. Absolutely Cultured reserve the right to refuse the Hirers’ entertainment choice.
3. **Smoking** 
   1. The Venue operates a non-smoking policy. The Hirer must ensure that no one is permitted to smoke within the confines of the building, including electronic nicotine delivery systems devices such as e-cigarettes, e-pipes and similar.
   2. The designated smoking area for an Event is at the front of the Venue on Humber Street. It is kindly requested that all cigarette butts are disposed of in ashtrays/bins provided.
4. **Damages or loss** 
   1. Absolutely Cultured will not be held responsible for any damages or loss to individuals incurred during the event.
   2. Any damages that occur to the fabric of the building, breakages or loss of any equipment arising from the function; Absolutely Cultured will discuss with the Hirer and recoup the costs through the damages deposit or other means, if the damages exceed the damages deposit.
   3. The Hirer shall not place anything in front of the Venue’s artwork, or in a position that obscures any of the Venue’s Collection.
5. **Identification** 
   1. Absolutely Cultured abides by the UK licensing laws and alcohol can only be sold to persons 18 years or older.
6. **Use of the Venue**
   1. Absolutely Cultured operates a ‘zero-tolerance’ policy towards aggressive or abusive behaviour. This means that any personal, abusive or threatening comments, bad language, physical contact or aggressive gestures towards staff will result in the removal from the premises of the person concerned with immediate effect. In some cases, the police will be called.
   2. No alterations to the Venue, its fixtures, fittings, or services, in the nature of posters, advertisements or other such shall be affected without the consent of Absolutely Cultured.
   3. Absolutely Cultured have 24-hour CCTV in operation throughout the Venue and entrance.
   4. The Hirer will be held responsible for any misuse of the lift. Maximum capacity for the lift is up to 4 people at any time. Misuse of the lift may result in the facility being withdrawn; in the event of misuse causing a lift failure, the Hirer will be charged for the repairs.
   5. An authorised representative of Absolutely Cultured will always be present at the Venue, and the hirer shall comply with any directions given in relation to the use of the Venue.
   6. The Hirer shall not use the Venue or allow the Venue to be used for any unlawful purpose or in any unlawful way.
   7. The Hirer shall not do anything or bring into the Venue anything which may endanger the Venue or render invalid any insurance policies in respect thereof.
   8. The Hirer shall not allow the use of drugs on the premises of the Venue.
   9. No additional heating, power, cabling or other electrical fittings or appliances are to be installed or used within the Venue without prior consent of Absolutely Cultured.
   10. The Hirer must ensure that the number of guests at the Event does not exceed the total number of guests stated in the Event Hire Agreement. The Hirer’s Personnel must be included in the guest head count. If the guest numbers exceed the total number of guests stated to such a degree that Absolutely Cultured (at its sole discretion) regards the Event/Event Space unsafe, guests may be refused entry, or another space may be opened at additional cost to the Hirer.
   11. Absolutely Cultured reserves the right to refuse access to the Venue to guests and may ask individuals to leave the premises if found to be in violation of the conditions of this agreement.
   12. As a charity, we must not promote a political party or candidate and must remain independent of any political activity.
7. **Fire Safety** 
   1. The Hirer shall ensure that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard.
   2. The emergency exit doors must always be kept clear and must not be opened except in an emergency and must not be blocked by any furniture or items associated with the Event.
   3. In the event of a fire or other evacuation event, the Hirer is responsible for ensuring their guests comply with Absolutely Cultured’s Fire Evacuation procedure. The Evacuation Meeting Place is at the front of Dinostar, at the end of Humber Street. No person may re-enter the Venue without the permission of the Fire Brigade.
   4. The Hirer shall ensure that the Venue (including Space One, Rooftop Bar, and Gallery Cafe, and toilets facilities) are left clean and tidy with rubbish removed from the site at the end of the hire.
8. **Photography and Media**
   1. Cameras may be brought into the Venue for private purposes only within the confines of the Venue.
   2. Absolutely Cultured reserves the right to employ a photographer during the event for marketing and communications purposes.
9. **Electronic Signature**
   1. Under the Electronic Signatures in Global and National Commerce Act (E-Sign), the Booking Agreement and all electronically executed documents related hereto are legally binding in the same manner as are hard copy documents executed by hand signature when:
      1. ISO or User’s electronic signature is associated with the Booking Agreement and related documents
      2. ISO or User consents and intends to be bound by the Booking Agreement and related documents
      3. the Booking Agreement is delivered in an electronic record capable of retention by the recipient at the time of receipt (i.e., print or otherwise store the electronic record)
   2. When accepted in electronic form, the Booking Agreement and all related electronic documents shall be governed by the provisions of E-Sign. By pressing "Submit", "Accept" or "Agree", ISO or User, as the case may be, agrees:
      1. that the Booking Agreement and related documents shall be effective by electronic means
      2. to be bound by the terms and conditions of the Booking Agreement and related documents
      3. that it has had the ability to print or otherwise store the Booking Agreement and related documents
10. **General**
    1. The Booking Agreement is binding on, and shall apply for the benefit of, the parties and their respective heirs, personal representatives, successors in title and permitted assigns.
    2. The Booking Agreement contains the entire agreement of the parties, and supersedes any previous agreement, arrangement or understanding (whether oral or written) between the parties, in relation to the hire of the Venue.  Each party acknowledges that, in entering into the Booking Agreement, it is not relying on any representation or other assurance except as expressly set out or referred to in the Booking Agreement, provided that nothing in the Booking Agreement shall limit or exclude any liability for fraud.
    3. The Booking Agreement and any Dispute shall be governed by, and construed in accordance with, the law of England and Wales.  Each party irrevocably submits for all purposes in connection with the Booking Agreement (including any such Dispute) to the exclusive jurisdiction of the courts of England and Wales.

**DEFINITIONS AND INTERPRETATION**

In this agreement the following definitions shall apply:

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| **Additional charges** | means any fees that may be chargeable by Absolutely Cultured (Enterprises) Limited (hereafter referred to as “Absolutely Cultured”) for any alteration to consumables, numbers, services, times, dates, or areas used in conjunction/addition to those agreed in the Venue Hire Agreement. |
| **Hire Agreement** | means the contract concluded between Absolutely Cultured and the Hirer, including these Terms and Conditions, the agreed and signed Venue Hire Agreement Form, and any subsequent clarifications and any other documents which are agreed in accordance with specific conditions of, or the general variation Condition of, these Terms and Conditions, and which together form a binding contract between Absolutely Cultured and the Hirer. In the case of any discrepancy among these documents these Conditions shall prevail. |
| **Hirer** | The person(s) or corporate body and/or its authorised representative who have contracted with Absolutely Cultured under the Venue Hire Agreement. |
| **Loss** | Includes destruction, loss of property, loss of use and loss of revenue. |
| **Period of Hire** | Refers to the period during which the Venue is hired by the Hirer under the Venue Hire Agreement. The Period of Hire is inclusive of time allocated to the Hirer for set up and clear down of the Venue, returning the Venue to the condition it was received in by the Hirer. |
| **Damage Deposit** | Refers to the refundable deposit paid at the time of booking, notwithstanding the return of the Venue by the Hirer to Absolutely Cultured in the condition it was received in, and to cover costs for damages, breakages and additional cleaning. |
| **The Event** | Is the activity/function taking place at the Venue during the Period of Hire, as described in the Venue Hire Agreement. |
| **The Hire Charge** | Refers to the guaranteed minimum fee (incl. VAT at the prevailing rate), to include the Venue hire charge and any further Additional Charges as agreed between Absolutely Cultured and the Hirer for the purposes of the Event. |
| **Venue** | Refers to any room, ancillary area or grounds within Humber Street Gallery so designated in the Venue Hire Agreement and to which the Hirer has been granted permission to enter and/or use under the Venue Hire Agreement. |