

Birnam Arts – Conditions of Hire

These Conditions of Hire apply to all individuals, organisations, and companies ("the Hirer") hiring spaces at Birnam Arts. By confirming a booking, the Hirer agrees to comply with these Conditions.

1. About Birnam Arts

Birnam Arts is a multi-arts centre comprising performance, exhibition, workshop, and meeting spaces. We are committed to providing a welcoming, inclusive, and safe environment for artists, audiences, staff, and hirers.

2. Online Bookings and Provisional Holds

- All space hires at Birnam Arts are managed through our online booking system.
 - Bookings are subject to availability and confirmation by Birnam Arts.
 - Provisional bookings may be held within the online system for a limited period (normally up to 14 days) and will be automatically released if not confirmed within this timeframe.
 - A booking is only confirmed once the Hirer has completed the online booking process and any required deposit or payment has been received.
 - The Hirer is responsible for ensuring that all information submitted through the online booking system is accurate and up to date.
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3. Hire Charges and Payment

- Hire charges are displayed within the online booking system and confirmed at the point of booking.
 - Unless otherwise agreed, full payment is required via the online booking system no later than 14 days prior to the hire date.
 - Birnam Arts reserves the right to require payment in full at the time of booking for certain hires.
 - Additional costs (including staffing, technical support, cleaning, overtime, or damages) may be charged following the event and invoiced separately where applicable.
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4. Cancellations

- Cancellations must be made in writing.
- The following cancellation charges apply unless otherwise agreed:
 - More than 28 days before hire date: no charge
 - 14–28 days before hire date: 50% of hire fee

- Less than 14 days before hire date: 100% of hire fee
 - Birnam Arts reserves the right to cancel a booking due to circumstances beyond its control. In such cases, any hire fees paid will be refunded, but Birnam Arts accepts no further liability.
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5. Use of Space

- Spaces may only be used for the purpose agreed at the time of booking.
 - The Hirer must not exceed the agreed capacity for the space.
 - The Hirer is responsible for ensuring that all activities comply with current legislation, including health and safety regulations.
 - Birnam Arts reserves the right to refuse or stop any activity that is deemed unsafe, illegal, or inappropriate.
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6. Access, Set-Up, and Get-Out

- Access times for get-in, set-up, and get-out must be agreed in advance.
 - The Hirer must vacate the space by the agreed end time.
 - Any additional time used may be charged.
 - Spaces must be left clean, tidy, and in the condition they were found.
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7. Technical and Staffing Requirements

- Any technical or staffing requirements must be discussed and agreed in advance.
 - Only authorised Birnam Arts staff may operate in-house technical equipment unless otherwise agreed.
 - Additional staffing costs may apply for technical support, front of house, bar, or caretaking.
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8. Health and Safety

- The Hirer is responsible for the health and safety of all participants, performers, staff, and audiences associated with their activity.
 - Where required, the Hirer must provide risk assessments, method statements, and evidence of relevant qualifications.
 - All fire exits must be kept clear at all times.
 - The Hirer must comply with all instructions given by Birnam Arts staff in the interests of safety.
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Insurance

- The Hirer is responsible for ensuring that appropriate insurance cover is in place for their activity.
 - For commercial, corporate, or ticketed performance hires, the Hirer will normally be required to hold public liability insurance with a minimum cover of £5 million and provide proof if requested.
 - For community groups, voluntary organisations, or low-risk activities, Birnam Arts may accept alternative arrangements or provide guidance on suitable cover. Any exemptions must be agreed in advance.
 - Birnam Arts accepts no responsibility for loss, theft, or damage to the Hirer's property or belongings brought onto the premises.
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10. Damage and Breakages

- The Hirer is responsible for any damage caused to the building, equipment, or furnishings during the hire period.
 - Costs for repair or replacement will be charged to the Hirer.
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11. Alcohol, Food, and Catering

- The sale or supply of alcohol is subject to Birnam Arts' licensing conditions and must be agreed in advance.
 - External catering may only be used with prior permission.
 - Hirers must comply with all relevant food hygiene regulations.
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12. Marketing and Promotion

- Use of the Birnam Arts name and logo must be agreed in advance.
 - Any promotional materials must accurately reflect the event and venue.
 - Birnam Arts reserves the right to approve or request changes to marketing materials that reference the venue.
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13. Equality, Diversity, and Accessibility

- Birnam Arts is committed to equality, diversity, and inclusion.
 - Hirers must ensure that their activities do not discriminate against any individual or group.
 - Hirers should inform Birnam Arts in advance of any access requirements.
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14. Noise and Neighbour Consideration

- Hirers must be mindful of neighbours and adhere to agreed noise levels.
 - Outdoor noise or amplified sound must be agreed in advance.
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15. Compliance with Policies

- Hirers agree to comply with all relevant Birnam Arts policies, including safeguarding, health and safety, and data protection policies, where applicable.
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16. Acceptance of Conditions

By completing an online booking, the Hirer confirms that they have read, understood, and agree to these Conditions of Hire. Acceptance of these Conditions is required as part of the online booking process.