



## **Definitions**

**The Member:** is the individual who is booking a discounted space at Tramshed via their Tramshed Creators Membership

**The Booking:** is the period of time the Member has booked for a specific space, and includes all ancillary charges as relevant (staffing, catering, etc.)

**The Venue:** Tramshed, Reg. Company No. 1029063 Reg. Charity No. 1026883 Reg.

### **1. Payment & Cancellation Terms**

- a. Full payment is due immediately upon receipt of the invoice.
- b. Should payment not be received, the Venue will cancel the booking with immediate effect.
- c. **Cancellations & Changes**
  - i. Bookings made through the last-minute Tramshed Creators offer are non-changeable and non-refundable.

### **2. Use of Premises**

- a. Member bookings should be for the sole purpose of practicing, developing, or meeting about their creative practice. No performances or sharings are permitted. There is strict maximum capacity of 10 attendees per space booked.
- b. The Member is responsible for ensuring that at no times does the capacity of the room that has been booked exceeds 10 attendees, unless with explicit written confirmation from the Venue.
- c. The Member is responsible for ensuring they are familiar with all fire evacuation procedures provided by The Venue. The Member must ensure all persons in attendance are aware of fire safety and evacuation measures. In the event of a fire evacuation, the Member must evacuate the building to the designated Assembly Point and report any unaccounted person from the booking to the Venue.
- d. The use of candles, incense, strong odours, open flames, and smoke is strictly prohibited in all of the Venue's spaces. Smoking and vaping is not permitted on site.
- e. The Venue opposes all forms of unlawful discrimination recognising the Equality Act 2010 protected characteristics of:
  - i. age
  - ii. gender reassignment
  - iii. being married or in a civil partnership
  - iv. being pregnant or on maternity leave
  - v. disability
  - vi. race including colour, nationality, ethnic or national origin
  - vii. religion or belief
  - viii. Sex
  - ix. sexual orientation

and all forms of discrimination direct and indirect which restricts or hinders the promotion of equal opportunities e.g. socio-economic challenge, neuro-divergence. By using the Venue's premises, the Member must not at any point use language or behaviour which could be construed as discriminatory under the Equality Act 2010, or act against the Venue's Equity, Diversity, and Inclusion Policy.

- f. Alcohol must not be brought or consumed on the premises at any point. Should bar services be required, the Venue will provide further details on options and additional terms will apply.
- g. Any electrical items brought on site by the Member must display a current PAT test label and been approved by the Venue in advance of the booking date.
- h. Should any furniture, equipment, and building facilities be damaged by the Member or their attendees during their time at the Venue, the Member will be charged for reasonable repairs or replacement of the affected item(s).

### **3. Health and Safety & Safeguarding**

- a. If the booking involves children or vulnerable adults, the Member is responsible for ensuring all safeguarding measures are adhered to at all times. This includes ensuring children and vulnerable adults are always supervised, and that the supervisor has the appropriate DBS (Disclosure and Barring Service) check, follows best practice, and works in line with all Health and Safety regulations, legal requirements, and with Tramshed's Safeguarding policies.
  - i. Tramshed's safeguarding policies can be found online [here](#) and [here](#). Copies can be provided upon request.
  - ii. The Venue may request a copy of the Member's safeguarding policy. Failure to produce this will result in the cancellation of the Booking.
- b. The Member agrees to maintain appropriate insurance policies as relevant to the type of activity taking place, requisite statutory, and all other liabilities. The Venue may request a copy of your public liability insurance, employer liability insurance, or any other relevant paperwork prior to accepting a Booking.
- c. The Member is responsible for ensuring all information about their Booking is communicated in writing to the venue in advance of the booking date. Any damage or harm done to persons, property, or premises due to actions or omissions of the Member are the responsibility of the Member.
- d. If the stated activities taking place during the Booking may present elevated risk to personal or premises injury or damage, the Venue will require the Member to submit a full risk assessment, method statement, and liability insurance prior to acting a Booking.

### **4. General Terms:**

- a. The Member must be over 18 years of age and takes sole responsibility for the observance of the full terms and conditions of use for all their participants.
- b. All bookings are accepted at the discretion of the Venue, and the Venue reserves the right to terminate or restrict access to a Member or any member of the booking party at any time. In such events the Venue will provide as much notice as is possible and will not be liable for any damages or additional expenses incurred by the Member as a result.
- c. If the Venue and premises is closed due to fire, demise, war, epidemics, pandemics, strikes, disputes, force majeure, or for any other reason beyond the control of the

Venue, neither party shall have any claim against the other, and the obligation of both parties shall cease immediately.

- d. The Member must not use the Venue's logo, image, or IP without the express written agreement from the Venue.
- e. The Hirer must not use the Venue's address as their registered address, or have post or deliveries sent to the Venue without the express written permission of the Venue.