

# tramshed

## Definitions

**The Hirer:** is the individual or organisation who is booking a space at Tramshed

**The Booking:** is the period of time the Hirer 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 within 2 weeks of the invoice date. Should the space be booked less than 2 weeks from the booking date, payment is due immediately upon receipt of the invoice.
- b. Should the booking have a total invoice of greater than £1,500.00 NET, **The Venue** may agree to accept payment in instalments with written notice, with the total payment due no later than 2 weeks prior to the first booking date.
- c. Should payment not be received by the due date, the Venue will cancel the booking with immediate effect.
- d. All cancellation and amendment requests must be made in writing to the Venue
- e. **Cancellations**
  - i. Should **The Hirer** wish to cancel their booking, the following terms will apply:
    1. Where the total value of the booking is less than £500.00 NET, the following cancellation terms apply:
      - a. More than 14 days notice: a cancellation fee of 10% of the total booking amount is retained by the Venue, and the Hirer receives a 90% refund.
      - b. Less than 14 days notice: the total amount of the booking is non-refundable
    2. Where the total value of the booking is greater or equal to £500.00 NET, the following cancellation terms apply:
      - a. More than 60 days notice: a cancellation fee of 10% of the total booking amount is retained by the Venue, and the Hirer receives a 90% refund.
      - b. More than 30 days notice: a cancellation fee of 50% of the total booking amount is retained by the Venue, and the Hirer receives a 50% refund.
      - c. Less than 30 days notice: the total amount of the booking is non-refundable
    3. Where the total value of the booking exceeds £500 a separate Hire Agreement may be issued, with cancellation terms that supersede the above

## **f. Amendments**

- i. Should **The Hirer** wish to amend the date or time of their booking, the following terms will apply:
  1. Where the total value of the booking is less than £500.00 NET, the Venue will accept changes up to 10 business days prior to the first booking date
  2. Where the total value of the booking exceeds £500.00 NET, the Venue will accept changes up to 2 months prior to the first booking date.
  3. In all cases, a separate Hire Agreement may be issued with amendment terms that supersede the above
- ii. Any date or time change requests made outside of these time frames will be treated as a booking cancellation, and the booking will be non-refundable.
- iii. In all cases, changes to a booking once invoiced will incur a non-refundable or transferable admin fee for £15.00 (VAT inclusive).

## **2. Use of Premises**

- a. The Hirer is responsible for ensuring that at no times does the capacity of the room that has been booked exceed the capacity that was agreed at the point of booking.
- b. The Hirer is responsible for ensuring they are familiar with all fire evacuation procedures provided by The Venue. The Hirer must ensure all persons in attendance is aware of fire safety and evacuation measures. In the event of a fire evacuation, the Hirer must evacuate the building to the designated Assembly Point, and report any unaccounted person from the booking to the Venue.
- c. 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.
- d. 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 Hirer 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.

- e. 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.
- f. Any electrical items brought on site by the Hirer must display a current PAT test label and been approved by the Venue in advance of the booking date.

- g. Should any furniture, equipment, and building facilities be damaged by the Hirer or their attendees during their time at the Venue, the Hirer 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 Hirer is responsible for ensuring all safeguarding measures are adhered to at all times. This includes ensuring children and vulnerable adults are supervised at all times, 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 Hirer's safeguarding policy. Failure to produce this will result in the cancellation of the Booking.
- b. The Hirer 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 Hirer 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 Hirer are the responsibility of the Hirer.
- 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 Hirer to submit a full risk assessment, method statement, and liability insurance prior to acting a Booking.

**4. General Terms:**

- a. The Hirer must be over 18 years of age, and takes sole responsibility for the observance of the full terms and conditions of use for all of 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 hirer 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 Hirer 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 Hirer must not use the Venue's logo, image, or IP without the express written agreement from the Venue.