VENUE HIRE AGREEMENT FOR THE TRUNK

HIRE AGREEMENT
This document constitutes an agreement between The Artworks Elephant and the Hirer for hire of Unit 2. Artworks Elephant agrees that, in return for payment of the Hire Fee, it will secure use of the Hire Area for the Hirer.

HIRE AREA
The hire area is 608ft squared space with access to a small kitchenette and private toilet facilities, 50 chairs and seven movable tables. Artworks Elephant reserves the right to change the Hire Area, and provide an equivalent space if required. Should an equivalent space not be available then a refund or alternative date will be arranged.

HIRE FEE
The Hire Fee is agreed by email and will be paid by the Hirer to the Venue Manager on the days specified in this agreement.

PAYMENT
For bookings more than a month in advance a non-refundable deposit of £50+VAT will be required to secure the booking.
The hirer must pay the entire amount no more than 14 days before the event/hire is to take place. If this money is not cleared prior to the hire The Artworks reserve the right to cancel the booking.

CANCELLATION TERMS
The Hirer can cancel the booking as long as the cancellation is done any-time before the 14 days-notice period. Anything after that term must have been paid for in full to secure the booking and will not be refunded.

OPENING TIMES
The hire will be as specified in email correspondence. Any additional hours beyond these times an "Over-run Fee" will be charged as extra, unless agreed in advance with Artworks Elephant.

MARKETING
If your event is a public event, The Artworks will publicise it on our website and give you space to put a poster in the venue window and mention you in our social media outlets. We require all your promotional material at least 14 days. If you want to utilise these you should submit your details before that time.

If it’s a public event, there are a few things we need from you.
Most importantly, some copy and some images for the event listing on the website, as early as possible!
We’d love to post/tweet about you – if you have ideas for tweets or posts, please send them through and I’ll see what I can do!
Please make sure you tag us on fb/twitter/instagram in all your tweets about the event, then we can re-tweet/share it.
FB: The Artworks UK
T: @theartworksuk
Insta: @theartworksuk

Physical marketing:
If you’d like to put posters up in our courtyard, we’d be happy to display them.
We’d need 3x A3 posters. We can laminate them if you don’t have a laminator.
You can get the posters sent direct to us at the address below

Flyering:
We do a letterboxing flyer run every fortnight to the local area, as well as leaving flyers in local shops and cafes. We are happy to provide this service for free – please check with your contact at the Artworks when the next flyer run will be. Again, you can get the flyers delivered to the address below.

If you’d like somebody to flyer your event on the day around the Elephant & Castle station, we have staff that can provide that service for an extra charge. Please contact me if this is something you’d be interested in.

Delivery address for promotional materials:
Trunk venue manager
Unit 9
The Artworks
Elephant Rd
SE17 1AY

TERMS AND CONDITIONS
DEFINITIONS

“Cancellation Fee” The fee payable if the Hirer cancels the Hire Period or the Function
“Permitted Use” The use as described in the Venue Hire Agreement
“Health and Safety” All statutory Health and Safety Regulations which are applicable to the employees, agents, contractors, subcontractors and guests of the Hirer at the Venue
“Hire Area” The areas of the venue referred to in Clause 2
“Hire Period” The period from the start of the Setting Up Period until the end of the Removal Period
“Overrun Fee” An agreed fee calculated on the basis set out in Clause 4 below payable by the Hirer to the Venue Manager for defaulting on the agreed Hire Period
“Security Office”
“Venue” The Artworks
1. HEALTH AND SAFETY
1.1 It is the responsibility of the Hirer to undertake and comply with all the requirements of current Health and Safety legislation.

2. HIRER’S PROPERTY
2.1 The Hirer is responsible for all fittings, structures (fixed or mobile), articles, objects, or equipment (of any description) not owned/managed by The Artworks within the Venue during the Hire Period.
2.2 The Hirer is responsible for the conduct of its employees, agents, contractors, sub-contractors and guests.

4. PROHIBITED ACTIVITIES
4.0 The Hirer must not touch, damage or take down any of the Artwork within the Space. Any damage will be reported to The Artworks and must be paid for at the cost price.
4.1 The Hirer must ensure at all times that its agents, officers, sub-contractors and guest do not bring flammable substances of any description onto the Venue, unless previously agreed by The Artworks in writing.
4.2 The Hirer must ensure no fixtures, and/or stand-alone units (of any description), of a combustible nature or any electrical equipment, is/are set up in the Venue without the prior written consent of The Artworks.
4.3 Activities carried out by the Hirer, its agents, officers, sub-contractors and guests must not contravene local authority regulations, by-laws, or other statutory requirements.
4.4 The Hirer, its agents, officers, sub-contractors, and guests must not remove any fixtures or fittings whatsoever from the Venue.
4.5 The Hirer, its agents, officers, sub-contractors, and guests must not cause any nuisance, disturbance or annoyance to other occupiers of the property, or other occupiers in The Artworks site or the local neighbourhood of the property.
4.6 The Hirer, its employees, agents, officers, sub-contractors and guests must not make any alteration or addition to the Venue whatsoever, without the prior written consent of The Artworks.
4.7 The Hirer shall not install any furniture within the Venue without prior written consent of The Artworks.
4.8 Smoking is not allowed within the Venue under any circumstances. Smoking outside the venue is permitted.

5. PARKING
5.1 No parking is available at the Venue. We do have a service road which can be used for loading and unloading.
6. REINSTATEMENT OF THE VENUE
6.1 The Hirer must by the end of the Removal Period and to the satisfaction of The Artworks clear all items, articles, rubbish, objects (fixed or otherwise) not belonging The Artworks or his agents from the Hire Area, The Artworks site and surrounding areas.
6.2 The Hirer agrees to leave the Venue in the condition in which it was found.
6.3 The Hirer must pay the full cost of making good any damage to the Venue (as determined by The Artworks) or subsequent loss incurred due to any subsequent occupier being unable to use the Hire Area due to damage caused to the Hire Area directly or indirectly resulting from the acts or defaults of the Hirer, its agents, officers, sub-contractors, and guests. The costs of such repairs will be determined by The Artworks and provided to the Hirer.

7. INSURANCE
7.1 The Hirer, its agents, officers and sub-contractors must have public liability insurance covering the Function for the full duration of the Hire Period.

8. CANCELLATION
8.1 The Artworks may cancel the booking:

   i) if the Venue or any part of it is closed due to circumstances outside its control;
   ii) if the Client becomes insolvent or enters into liquidation, bankruptcy or receivership;
   iii) if the Client is more than 14 days in arrears with any payment; or
   iv) to avoid a breach of these conditions.

In the event that the Venue Manager cancels the event due to ii to iv above, they reserve the right to withhold any or all of the hire fee paid, depending on the circumstances.

9. GOVERNING LAW AND JURISDICTION
9.1 This Agreement is to be interpreted in accordance with the Laws of England and under the Jurisdiction of the Courts of England.