Auditorium Booking Form

Name of hirer

Organisation (if applicable)

Contact address

Postcode

Telephone

E-mail

Name of room you wish to book: Date required:

Time you wish to access the room

Time you will vacate the room

Type of event being booked

Technical Requirements:

Lighting: ………………………………………………………………………

Sound: ………………………………………………………………………

Video:...................................................................................................

Staging:................................................................................................

Room Layout:

………………………………………………….. ……………………………………………….

………………………………………………….. ……………………………………………….

…………………………………………………... ………………………………………………..

Do you require dressing rooms, if so for how many people?

Room layout:

Box Office details

Signature of applicant………………………….. Date………………………………………….

**FOREST ARTS CENTRE**

**Terms and Conditions for Use, Booking and Hire**

**Definitions**

a) ‘The Client’ means the person, company or organisation, which wishes to use the facilities.

b) ‘Condition’ means a term of the contract, any breach of which, regardless of seriousness, allows the party not in breach to terminate the contract, and /or reject the goods supplied under the contract, and /or sue for damages for any loss caused.

1. ‘The facilities’ means any part, or all, of Forest Arts Centre which the Client wishes to hire / utilise.

e) ‘Forest’ means The Forest Arts Centre, Walsall.

e) ‘larger event’ involves more than 20 delegates / guests/ audience.

f) ‘Price’ means the price as indicated on the Forest Arts Centre Hire Charges and Menu selectors.

g) ‘materials, displays and or equipment’ means any material, displays and or equipment that has been brought in or been made to be brought to Forest Arts Centre by the Client

h) ‘smaller event’ involves up to and including 20 delegates / guests / audience and the term ‘Writing’ shall include fax, telex, and e-mail messages and ‘written notice’ shall be construed accordingly.

**1. Application of Terms and conditions**

a) These terms and conditions shall apply to the contract between the Client and Forest Arts, to the exclusion of all other terms and conditions including those that the Client may purport to apply to any such transactions.

1. Forest Arts must agree any variation of these terms and conditions in writing.

c) You are contracting with Forest Arts Service to use the facilities at Forest Arts Centre, Walsall.

d) Forest Arts Centre Management has the right to amend these Terms and Conditions at their discretion upon 7 days notice, before the date of the facilities being used, being given to the Client.

**4. Payment**

1. Adebtor invoices will be issued for all services, hires and costs.
2. For regular bookings this will be monthly.
3. Payment is to Walsall Council (Forest Arts Centre) quoting relevant debtor number.
4. Payment is to be received within 30 calendar days.
5. Failure to make payment will result in cancellation of all future bookings.

**5. Cancellation by the Customer**

a) Should you cancel your booking a charge must be made equivalent to any loss suffered by Forest Arts.

b) The following percentage of the booking fee will be charged:

* If cancellation occurs 4 clear weeks before the event 25%
* If cancellation occurs 3 clear weeks before the event 50%
* If cancellation occurs 2 clear weeks before the event 75%
* If cancellation occurs 1 clear week or less before a smaller event 75%
* If cancellation occurs 1 clear week or less before a larger event 100%
1. No charge will be made in the following circumstances:
* If cancellation occurs up to 5 clear weeks before any event
* If cancellation occurs up to 14 days before any event when the booking was made within 4 weeks prior to the event
* If the venue can be resold for the same date(s) at a similar fee

[When calculating the above periods, the actual day(s) of the event will not be taken into account]

* If you cancel an event, and in the opinion of Forest Management, book a similar event within a period of 14 days, 25% of the cancellation charge will be re-credited to the rebooked event.

**6. Cancellation by Forest Arts Centre**

1. Forest Arts may cancel the booking at any time without obligation to you in any of the following circumstances:
* If Forest Arts is closed or any part is closed due to fire, alteration or redecoration, by order of any public authority, or through any reason beyond its control.
* If you become bankrupt or insolvent or enter into liquidation or have an administrator, administrative receiver or receiver appointed over all or a substantial part of your assets.
* If you or any of your employees or agents has offered or offers any form of inducement, favour or forbearance or has committed an offence under Prevention of Corruption Act 1889 – 1916 or shall have been given any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972.
* If you are more than 30 days in arrears with payment to Forest Arts for previously supplied services either under this contract or any other contract with Forest Arts
* If the booking, in Forest Arts Management’s reasonable opinion, prejudices the reputation or policies of Forest Arts and Walsall Council.

..and upon such cancellation the Client shall not have or prefer against Forest Arts Centre any claim in respect of this Contract for work done or materials used, supplied or otherwise, howsoever in respect thereof.

**7. Liabilities**

a) All materials, displays and or equipment brought by the client into Forest Arts shall at all times remain the responsibly of the Client, Forest Arts is not responsible for any loss, damage, theft to or of the said materials, displays and or equipment. Forest Arts will not accept any responsibility for the loss or damage to property or death or illness of or injury to persons unless caused by Forest Arts’ negligence.

b) The Client will indemnify Forest Arts and keep Forest Arts fully indemnified against any and all liability for loss of or damage to any property or death or illness or injury to persons and against any and all claims, costs, demands, proceedings and damages arising out of breach of the terms and conditions of this contract, any act or omission including negligence on the part of the Client his agents, employees and or servants.

c) Without thereby limiting his responsibilities under clause 6, the Client shall insure for the benefit of Forest Arts with a reputable insurance company against all such loss of and damage to property and injury to, or death of, persons including against all actions, claims, demands, proceedings, damages, costs, charges and expenses in respect thereof that the Client is responsible for under clause 6. Forest Arts reserves the right to vet and approve specific provisions made by the Client in respect of insurance and indemnity.

d) Unless otherwise provided for in this agreement any equipment leasing agreements entered into by the Client must not form a liability to Forest Arts or to any new Supplier after the end of the existing contract. The Client shall indemnify Forest Arts for all costs, losses and expenses incurred whatsoever as a consequence of a breach.

 **8. Health & Safety**

a) A register of the client’s staff/pupils must be maintained by the Client and held on-site for the duration of their session/event.

b) In the event of any emergency, an evacuation procedure is clearly detailed on signage. Please ensure that all persons are advised of this procedure prior to the start of your session/event and as to location of fire exits.

c) If, in the opinion of Forest Arts’ Management, risk assessments are required, these will be submitted in writing prior to the event in order to be scrutinised and agreed by Forest Arts’ Management.

If specific equipment or materials are to be used by you or any contractor employed by you, they must conform to all relevant health and safety legislation and with all necessary documentation available on request.

d) The location and use of any materials, displays and or equipment must at all times be in consultation with the Operations Manager of Forest Arts. This does not in any way waive, inhibit, restrict or reduce the liability of the Client for any acts or omissions including negligence of his agents, employees and or servants. The Client shall at all times remain responsible for all liabilities arising from the use of and location of the said materials, displays and equipment.

1. **Display Material and equipment**

a) You must notify in advance of activity/event/performance intended use of display stands and publicity material and or any specific equipment or materials including electronic or electrical equipment that you intend to use or any contractor employed by you intends to use.

b) In the interest of safety, reception tables and displays must remain inside rooms unless otherwise agreed.

**10. General**

a) Goods or services may not be bought or sold on the premises without Forest Arts Management’s prior written consent in which case additional terms and conditions will apply. No tickets whatsoever may be sold at the event without Forest Arts Management’s agreement in advance.

b) The Forest Arts Centre name, logo and telephone number and the name Forest Arts may not be used in any advertising or other publicity material without the prior written consent of the Forest Management.

c) No signs, displays, posters or other material may be fixed to the walls of the Forest Arts’ rooms without the prior authorisation of the Forest Arts’ Management.

d) If the contract includes you employing of the services of an outside contractor then you will indemnify Forest Arts against any loss of or damage to property or death or illness of or injury to any persons and against all claims, costs, demands, proceedings and damages arising there from. Any outside contractor employed by you must report to the Operations Manager at Forest Arts. Forest Arts reserves the right to refuse access to any contractor in appropriate circumstances.

e) If the event includes the use of Forest Arts for filming purposes, prior written consent must be obtained from the Forest Arts’ Management and additional terms and conditions and charges will apply.

f) Forest Arts operates a No Smoking Policy throughout the whole facility including all its function areas and meeting rooms and external site.

**11.** **Right to Indemnity**

a) The Client shall indemnify Forest Arts against all claims by or liabilities to customers of Forest Arts arising out of any breaches by the Client of this contract.

**12**. **Force Majeure**

a) Forest Arts shall not be liable for any failure of performance due to act of God, war, strike, lock-out, industrial action, fire, flood, storm or any other event beyond the control of Forest Arts.

**13.** **Waiver and severability**

a) Forest Arts may waive any of its rights under this contract without prejudice to any other rights under this or other contracts. Failure by Forest Arts at any time to enforce the provisions of the Contract or to require performance by the Client of any of the provisions of the Contract shall not be construed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof or the right of Forest Arts to enforce any provision in accordance with its terms and conditions.

b) Any clause, or part thereof, which is or may be void or unenforceable shall be treated as severable from the remainder of this contract and shall not affect any other provisions of this contract.

c) Headings are not to be taken into account in interpreting this contract.

**14. Non-agency and non-assignment**

The Client and his employees, servant and agents: -

a) Is not and shall not in any circumstances hold himself out as being the servant or agent of Forest Arts for any purposes whatsoever including being authorised to enter into any contract on behalf of the Forest Arts, or in any way to bind Forest Arts to the performance, variation, release or discharge of any obligation.

b) Assign the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof;

**15. Third Party Rights**

a) Notwithstanding any other provision of this contract nothing in this contract confers or purports to confer any third party right to enforce any terms and conditions on any person who is not a party to it.

**16. Complaints**

a) Any complaints or claims against Forest Arts Centre relating to the event must be received in writing no more than 7 days from the date of the function concerned.

**17.** **Proper Law**

These terms and conditions form part of the contract which is governed by the law of England and Wales.