

MODERN ART OXFORD

Not valid for hires taking place before 4th November 2019

Last updated 6th September 2019

**Terms and Conditions for Hire of Modern Art Oxford Premises,
30 Pembroke Street, Oxford, OX1 1BP**

Definitions

“The Gallery” – MUSEUM OF MODERN ART LIMITED (Company number 00868757) and its employees

“The Hirer” – The individual(s), representative(s) of a company or organisation, responsible for the event or hire.

“The Building”, “The Premises” – Common parts, areas and spaces within 30 Pembroke Street, OX1 1BP

1. Administration and Charges

1.1 Modern Art Oxford, (the Gallery), is prepared to offer facilities for functions to be held within specified spaces at 30 Pembroke Street, Oxford, OX1 1BP. The Gallery displays world-class contemporary art, the safety of which is of paramount importance, as is the building in which it is exhibited. Application for use of spaces for functions will be accepted only if functions are considered reasonable and appropriate for the Gallery as a venue. The Gallery reserves the right at its absolute discretion to refuse any application for hire.

1.2 If the application is accepted, the Hirer must sign and return the Gallery's Venue Hire Agreement and make a payment for the booking to be confirmed. The payment will be a 50% deposit in the case of bookings over £400, or the payment of the full amount for bookings under £400. In the case that a 50% deposit has been paid, The Hirer must pay the whole of the balance of the hire charge in cleared funds 7 working days in advance of the date of the hire. If the balance is not paid by the required date the reservation will be void and the deposit forfeit and the Gallery may require the whole or part of the balance to be paid forthwith by the Hirer as liquidated damages and not as a penalty.

1.3 The signed Venue Hire Agreement constitutes acceptance of the Gallery's "Terms and Conditions for Hire of Modern Art Oxford Premises".

1.4 Those placing bookings (the Hirer) must fully and fairly represent the purpose for which accommodation is required.

1.5 An individual over the age of 18 must sign the contract. S/he must be present throughout the event and is responsible for ensuring that all sub-contractors, suppliers and others involved in the letting are aware of and comply with the terms and conditions of the hire.

1.6 Bookings by persons under 18 years will not be permitted.

1.7 If the Hirer is acting as an agent, the Hirer must declare the name of the client for whom he is acting and the nature of that client's business. Any misrepresentation may result in cancellation of the function at any time by the Gallery with forfeiture of the deposit. Under no circumstances may the Hirer sub-let or further offer for hire any of the accommodation booked. Bookings will only be accepted from persons or organisations that are using the premises. No block bookings will be accepted from agents or catering companies on behalf of others.

1.8 The Hirer must appoint their own authorised officer to deal with all enquiries and any emergencies that may arise before, during or after any Event. The Gallery will nominate its Events and Hires Coordinator to represent it for the purposes of this hire and who will be the Hirer's main contact at the Gallery.

1.9 The full cost of opening the building, including the hire fee and associated staffing costs, must be met by the Hirer. The fee will normally be charged on the basis of the nature of the event, the number of guests on site and the duration of event.

1.10 The Gallery reserves the right to reduce or waive the facility hire fee for partner organisations or for functions for the benefit of the Gallery.

1.11 Under no circumstances may the function or tickets sales be advertised to the general public in national or local circulation papers or magazines, or in posters or handbills, without the prior approval in writing of the Gallery. Tickets may not be offered for sale in the immediate vicinity of the building.

1.12 Hirers should note that the front doors will be closed at the standard closing times as advertised on the Modern Art Oxford website (www.modernartoxford.org.uk) and will not be opened again until the commencement of the event. Preparations by organisers for events will not be permitted in the public spaces before the building has shut to the public, except with prior written agreement from the Gallery.

1.13 An additional damages deposit may be payable, to be returned within 28 days if the venue and equipment have not been damaged and have been left in a clean condition. If the venue has been damaged or left in a dirty condition, or additional hire charges, including time charges, have been incurred, an appropriate amount at the discretion of the Gallery will be deducted from the deposit and the balance returned to the Hirer.

1.14 Save to the extent that the Gallery may be indemnified by insurance, the Hirer is obliged to indemnify and keep the Gallery indemnified in all respects from and against all actions proceeding damages, losses, costs and expenses arising out of the use of the premises for the event or any other liability arising in any way from the Venue Hire Agreement or any breach of any of the obligations on the part of the Hirer in it or the exercise or purported exercise of the permission given in the Venue Hire Agreement.

2. Cancelled Bookings

2.1 Notification of cancelled bookings must be made in writing to the Gallery. Where the Hirer gives four weeks' notice or more of his/her desire to surrender their booking of the premises, every reasonable effort will be made to re-let the premises. If the premises are re-let, the Hirer shall be entitled to receive from the Gallery the full amount of the payment made to the Gallery less administration charges. In the event

of the premises not being re-let, the Hirer may forfeit the payment made. Where less than four week's notice or no notice is given, and the engagement not fulfilled the Hirer will be liable to pay the full charges.

2.2 The Gallery shall not be liable for any loss, damage or inconvenience whatsoever sustained due to any failure of supply of electricity, leakage of water, break down of machinery, fire, government restriction or act of God which may cause the premises of the building to be temporarily closed or the hiring to be interrupted or cancelled.

3. Equipment and Catering

3.1 Due to the unique nature of the exhibitions and the building as a venue, it has been necessary to ensure that any supplier fully respects the delicate nature of the exhibits, for this reason you may be required to choose one of the suppliers who bring equipment into the building from our approved list. The contract between the Gallery and the Hirer is limited to the hire of the building. The Gallery will not accept responsibility for the performance of services outside the hire of the building.

3.2 If you would prefer to use a caterers who are not from the Gallery's approved list, they will need to be approved by the Gallery before further arrangements are made.

3.3 No food or drink, alcoholic or otherwise, may be brought into the building without the prior written confirmation from the Gallery.

3.4 All of the regulations of the 2003 licensing regulations will apply to the service, in accordance with the license granted to the gallery (Licensing Act 2003).

3.5 The time agreed on the Venue Hire Agreement at which the event must finish must be strictly adhered to. The Hirer, the hirer's party, and all guests must have left the building premises by that time.

3.6 Naked flames and gas bottles are not permitted in any part of the building except by special arrangement, agreed in writing, with the Gallery. Food and drink are not permitted in the exhibition spaces at the building. The use of vaporizers, aerosols, misting devices, bubble machines, smoke machines is not permitted except by special arrangement.

3.7 No drinks, alcoholic or otherwise, or glassware may be taken outside of the areas agreed in the Venue Hire Agreement or removed from the building.

3.8 Any alterations to the layout or appearance of any room must be discussed in advance with events staff.

3.9 No equipment brought by the Hirer or its sub-contractors may be connected to equipment belonging to the Gallery unless approved by the Gallery's Operations Manager via the Events and Hires Coordinator.

3.10 Any equipment brought into the building must have been described in writing in advance and tested in accordance to the Health and Safety regulations. The Gallery reserves the right to deny use of any equipment which is deemed unsafe before or during the hire.

3.11 If a cloakroom is set up, the Hirer must provide attendants or attendants will be provided by the Gallery at extra cost. The Gallery will not be liable for any loss from the cloakrooms or common parts howsoever caused.

3.12 No adjustments may be made to the building's lighting without permission from the venue.

4. Music and Entertainment

4.1 The Hirer shall ensure that music provided shall not cause a nuisance to nearby residents or occupiers of the building or adjacent buildings and any form of amplification shall be controlled by the Hirer to prevent such nuisance. The Gallery reserves the right to lower the volume of any music, and/or, to switch it off completely if requests to keep it at an acceptable level are breached.

4.2 Any musicians employed by the Hirer must complete the relevant PRS documentation.

4.3 The Hirer must specifically agree with the Gallery the precise type of entertainment to be provided (e.g. music and any cabaret or similar entertainment). Any specified maximum volume or level of sound for music or other entertainment must be strictly adhered to.

4.4 The Gallery is unable to hire the building for fundraising events or activities. No funds for any charity may be collected during hires.

4.5 Our gallery spaces are not available to hire for exhibitions by groups or individuals.

4.6 The Gallery reserves the right to refuse hires which are closely associated with the programme of exhibitions and events. This includes but is not limited to exhibitions and displays, live set music events, DJ sets, theatre or performance, poetry and writing, craft and educational workshops, film screenings and discussions or talks relating to arts and culture"

4.7 The Gallery does not offer venue hire for celebratory events or parties for those aged between 15 and 20 years at the time the booking is made. If it transpires that the primary or secondary purpose of the hire is a celebratory event or party for persons between the ages 15 and 20 years (inclusive), the Gallery reserves the right to terminate the booking.

5. Observation of the Law

5.1 The Hirer must observe all relevant statutes including the Premises Act 2003 and all regulations, by-laws or other laws applicable to the hiring. The Hirer will diligently fulfill all duties or obligations imposed by the law and will indemnify the Gallery, its officers and servants against any breach thereof.

5.2 Events must finish at 11pm at the latest (10:30 on Sundays) unless the Gallery has been granted a late licence by Oxford City Council. A strictly limited number of these may be applied for each year, but these will be allocated at the sole discretion of the Gallery. Failure to accurately disclose the nature of entertainment or activity may invalidate the licence and the entertainment must cease or the event will be cancelled.

5.3 The bar will close half an hour before the end of the event. Any music must stop 20 minutes before the event is to end.

5.3 No race nights, bingo or any other forms of gambling will be permitted or suffered on building premises at any time during the hiring.

5.4 The Gallery reserves the right to check the identity of guests consuming alcohol on the premises. The Gallery reserves the right to refuse to serve individuals who are not behaving in a seemly manner.

6. Health and Safety

6.1 Children under the age of 18 must be supervised at all times by parents or accompanying adults. The ratio of adults to children must be determined in advance of the booking and agreed upon in writing before confirmation.

6.2 Smoking is not permitted in any part of the building.

6.3 The Hirer and his/her representatives must adhere to the Gallery's health and safety procedures at all times. The Hirer must provide their own risk assessment for approval by the Gallery 7 days in advance of the event. Any external equipment brought onsite must be PAT tested.

7. Insurance

7.1 The Gallery does not accept responsibility for any property or article placed or left on the premises by a Hirer, or by any person for the use of the Hire, or by any person who is on the premises by the consent of the Hirer.

7.2 The Hirer will be responsible for the security and insurance of his/her works, products and equipment on the premises.

7.3 Depending on the nature of the hire, the Hirer may be responsible for arranging Public Liability Insurance, where necessary, valid at the time of the event for a minimum cover of £5,000,000 and for providing the Gallery with a copy of such insurance in advance of the event. Failing this, the Gallery reserves the right to cancel the event.

8. Capacity

8.1 Hirers must ensure that the number of guests is as stated in the contract, including hire organisers and any other staff brought in by hirers.

9. Security

9.1 The Gallery reserves the right for their representatives to be present in the building during the hire period and for Gallery employees to ward the areas in use. A member of the Hirer's organisation should be on hand at the entrance(s) to identify guests.

9.2 The Hirer must take instructions from the Gallery's staff and security personnel who will assume full control and responsibility for procedures, including, where appropriate, evacuation procedures in the event of his or her perception that any

security matter, including bomb, fire, or the behaviour of those attending events, warrants such control and implementation of procedure.

9.3 Should the Gallery deem it necessary for a member of security to be present for the events in the building it will be stated on the Venue Hire Agreement. Any additional charge for this security will be agreed in writing with the Hirer in advance of the event.

9.4 The Hirer will be responsible for keeping proper order and shall ensure that all persons attending the event shall behave safely and comply with any instructions they may receive from the Gallery staff and security personnel.

9.5 The Hirer, and all persons employed or associated with the Hirer, should not arrive before the Event start time unless by prior arrangement with the Gallery. On arrival, the Hirer should report to the building's entrance. Relevant names and contact numbers are to be provided in advance.

9.6 Copies of any invitation card and a guest list must be sent to the Gallery prior to the event. Should the invitation show the Modern Art Oxford logo or Gallery images, a proof must be approved by the Gallery.

9.7 A fine of £500.00 per incident will be issued to the Hirer should anyone within their party cause the unnecessary activation of the fire alarm, the evacuation of the building or the presence of the Fire Brigade.

9.8 The booking is limited to the hired space(s) agreed in the Venue Hire Agreement. All common areas or those areas external to the hire space(s) are strictly for access and may not be used for event activity unless agreed in advance and included in the contract. The Hirer will be responsible for ensuring that no person in any way connected with the hire trespasses on parts of the Gallery's property other than the hired spaces and common areas.

9.9 The use, sale, exhibition for sale or otherwise, or distribution of illegal drugs will not be permitted or suffered at any time during the hiring. The Gallery reserves the right to end the hiring immediately and/or call the police in the event of any breach of this condition.

9.10 The Hirer will ensure that persons present at the hiring leave the premises and its immediate area in a quiet and orderly manner at the end of the Hire

10. Other conditions

10.1 After the event, the Hirer must remove from the building anything brought and placed therein by any person, and ensure that the spaces and the access routes are left in a tidy condition to the satisfaction of the Events Manager. The Gallery will not accept responsibility for loss or damage to any articles brought into the building by Hire organisers or guests.

10.2 The Gallery is responsible for general cleaning after an event, but may make an additional charge for any cleaning considered by the Gallery to be in excess of normal use.

10.3 The Gallery reserves the right to change or alter these terms and conditions at any time and to impose further conditions, if necessary.

10.4 The Hirer shall not flypost, or permit any other person or organisation to flypost any notice, bill, poster, sticker etc. in connection with the Hire. The Gallery reserves the right to recover from the Hirer all reasonable costs incurred in the removal of any poster, etc. from any of its property which contain reference to the letting and, for reimbursement to other owners for illegal flyposting on their properties. The Gallery reserves the right to deduct the costs of removal of such posters, bills, stickers etc. from the damages deposit before the return of any balance to the Hirer.

10.5 Items may only be delivered in advance or collected at a later date with the express written consent of the Gallery; all items are left entirely at the Hirer's risk. Goods or equipment left uncollected for longer than 28 days may be disposed of by the Gallery.

10.6 No animals or birds, with the exception of guide dogs, may be brought into the building at any time.

10.7 The Hirer will use its best endeavours to encourage visitors to their event to come to the building by public transport. The Hirer will include public transport information in all publicity for the event.

10.8 The Gallery gives no warranty that the premises are legally or physically fit for any specific purpose.

10.9 The Gallery reserves the right to change displays of art and objects at any time.

10.10 If the Hirer fails to fulfill, or is in breach of any other condition or conditions hereof, he/she will pay to the Gallery on demand any costs or expenses, which the Gallery may incur in consequence of such failure or breach. In particular the Hirer will pay on demand the cost of making good any damage to the structure, furniture, fixtures, fittings, apparatus or other property of the Gallery or any person on or in the hired spaces or in the neighbourhood thereof sustained in connection with the hiring. **Each breach of these terms and conditions will automatically incur a £500.00 minimum fine.**