

NONSUCH THEATRE LIMITED, 32a CLARENDON STREET, NG1 5JD

HIRING NONSUCH STUDIOS

TERMS AND CONDITIONS

These terms and conditions set out the basis on which Nonsuch Theatre Limited (“we” or “us”) will hire out our rooms, buildings, grounds, or facilities (“Premises”) to hirers (“you”).

Bookings

1. Requests to hire the Premises (“Bookings”) should be made via email contact with hello@wearenonsuch.com
2. Whether or not we accept a Booking will be at our discretion and subject to availability.
3. No Booking should be treated as accepted by us until We give written confirmation with a booking confirmation.

Payment

4. The price payable for hiring the Premises (the “Charges”) will be as advertised or as agreed between us.
5. All Charges must be paid in advance of the Booking:
 - a) in relation to Bookings for recurring use of the Premises, monthly in advance.
 - b) in relation to Bookings of more than 5 days use of the Premises, payment must be received 14 days in advance of the booking.
6. Payment is accepted by online payment via invoice, BACS, cheque, cash or card. Cash & card payment is only available on Bookings costing less than £150. Cheque payment must be received 10 working days prior to your booking.
7. If payment is not received on time, late payment charges will be added to the cost of your booking or your Booking may be cancelled.
8. If the Premises are used for longer than stated at the time of booking due to either early arrival or late departure, the extra time will be added to the Booking and appropriate charges will be invoiced in 1 hour intervals, payable within 30 days.
9. A minimum of a 50% non-refundable deposit is to be paid at the time of booking, the remaining amount is to be paid any time in advance of the booking
10. A payment plan can be negotiated with management in writing if necessary
11. Any payments made are non-refundable but in the event of cancellation, credit in the form of space hire to the total amount paid can be granted at managements discretion

The Premises

12. Premises are let as they stand and you are responsible for ensuring that they are suitable before you make a Booking. You should not rely on photographs or descriptions.
13. We will only make or allow alterations to the Premises if we agree in advance and certain conditions (such as additional charges) may apply.

Use of the Premises

14. You must:
 - a) obtain any licences or consents You need to use Premises (including licences to play music, put on public performances or serve alcohol) and provide Us with copies;
 - b) provide Us with DBS certificates, risk assessments, insurance certificates or qualifications if We require them;
 - c) use the Premises in accordance with Our instructions, leave them in a clean and tidy state and report any damage to Us as soon as possible;
 - d) not chew chewing gum, smoke or drink or sell alcohol without Our permission;
 - e) not provide food or refreshments without Our prior consent;
 - f) not cause a nuisance or annoyance to others;
 - g) not use the Premises for any purpose which is illegal or immoral;

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Offices & Postal Address: Nonsuch Studios, 32a Clarendon Street, Nottingham, NG1 5JD

Registered Address: c/o RWBCA, Northgate House, North Gate, New Basford, Nottingham, NG7 7BQ

Company No. 08821450 Tel: 0115 837 1950 Email: hello@wearenonsuch.com

- h) not make any additions or alterations to the Premises or attach any notices or decorations to the Premises without Our permission;
- i) not wear any footwear likely to damage the floors of the Premises including stilettos or extreme high heels;
- j) not bring any animals onto the Premises (except for guide dogs) without Our prior consent;
- k) not use any tapes to adhere cables or wires to the floor or place tapes or adhesive substances to the floor for any other purposes without our prior consent.
- l) ensure that all activities you carry out at the Premises are conducted under adult supervision; and
- m) ensure that you vacate the Premises by the time notified to you by us.

Safety and compliance with legislation

15. When using the Premises you must:

- a) comply with Our policies and procedures and any relevant legislation, including health and safety legislation;
- b) ensure that passageways, gangways, stairs and exits remain free from obstruction;
- c) not bring any explosive or flammable article on to the Premises;
- d) not bring any electrical equipment to Our premises without Our consent and without obtaining a PAT testing certificate;
- e) not allow onto the premises any more people than the maximum number We notify to You, exceeding no more than 90 individuals at any given time;
- f) familiarise yourself with the layout of the Premises, including the location of any fire exits;
- g) call the fire brigade in the event of a fire, ensure as far as it is possible and safe to do so that all visitors have left the Premises and not re-enter or allow anyone to re-enter the Premises without authorisation from the fire brigade.

Insurance

16. You must have insurance in relation to your use of the Premises to cover, without limitation, your potential liability to us and to third parties in relation to your use of the Premises. You must provide us, on request, with proof that you have obtained insurance and, if you fail to do so or if we consider that you do not have an appropriate level of cover, we may cancel the Booking.

References

17. We reserve the right to require references from you from an appropriate referee. If you fail to provide us with satisfactory references, we reserve the right to cancel the Booking without liability to you.

Cancellations and Termination

- 18.** If you cancel the Booking, you must pay us a sum to cover our losses as a result of cancellation, which we can recoup in whole or in part by keeping all or part of the Charges you have paid or requiring further payment from you.
- a) less than 14 days in advance = 100% of the total cost
- 19.** We can cancel a Booking at any time without liability to you if you fail to pay the Charges when they fall due or we reasonably suspect that you will not pay the Charges when they fall due.
- 20.** We can cancel a Booking at any time if the Premises become unavailable for reasons outside our reasonable control, in which case our only liability to you will be to refund any Charges you have paid.
- 21.** If you fail to comply with these terms and conditions or to ensure that others do so, we can terminate your right to use the Premises without incurring any liability to you.
- 22.** We reserve the right to evict from the Premises anyone who fails to comply with these terms and conditions or behaves in a way that we consider undesirable.
- 23.** We may terminate your use of any of the Premises or our equipment if we think that continued use risks injury to any person or damage to property.

Damage to the Premises

24. If the Premises are damaged by You or one of your guests or left untidy or unclean, you must pay on demand our costs of reinstating or repairing the Premises.

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Compensation

25. You will be obliged to compensate us to the full extent of our losses (without any limitation) for any losses we suffer as a result of:
- any damage to property or injury to person caused during your hire of the Premises (unless the damage or injury was due to our fault or negligence);
 - your failure to obtain any licence or consent needed in connection with the use of the Premises; or
 - your failure to comply with any relevant legislation.

Our right to inspect the Premises

26. We reserve the right to enter into and inspect the Premises at any time during your hire of them to ensure that you are complying with these terms and conditions.

Our Responsibilities

27. We are not responsible to you or your guests for any damage or loss including, but not being limited to, any damage to personal property or any losses resulting from the cancellation of a Booking except for death or personal injury caused by our negligence.

Other Important Terms

28. Only you and we will have any rights in connection with a Booking.
29. You may not transfer or assign a Booking to any third party.
30. These terms and conditions are governed by English law and we both agree to submit to the exclusive jurisdiction of the English courts.

ROOM HIRE RATES, EQUIPMENT & REFRESHMENTS

Monday - Friday, 9.30am - 5.30pm

- Studio 1: £12/hour [standard], £18/hour [business] (minimum 1 hour, in 30 minute intervals)
Studio 2: £8.50/hour [standard], £14.50 [business] (minimum 1 hour, in 30 minute intervals)
Studio 3: £10/hour [standard], £16/hour [business] (minimum 1 hour, in 30 minute intervals)

Monday - Friday, 5.30pm - 10.00pm and Weekends, 9.30am - 10.00pm

- Studio 1: £20/hour [standard], £26/hour [business] (minimum 1 hour, in 1 hour intervals)
Studio 2: £17.50/hour [standard], £23.50/hour [business] (minimum 1 hour, in 1 hour intervals)
Studio 3: £16/hour [standard], £22/hour [business] (minimum 1 hour, in 1 hour intervals)

Set-Up and Clear-Out

It is your responsibility to include the set-up and clear-out time you will need into your booking. Extra charges will be applied to your booking if extra time is used. Our spaces are priced at cost and so we have to cover our expenditure if more time is used than initially agreed.

EQUIPMENT & REFRESHMENT HIRE

Equipment

- Car Parking: £8 per session
Projector: £15 per session
Chromebook: £15 per session
PA System: £15 per session
Speakers: £10 per session
Flipchart Set: £10 per session

Refreshments

- Tea, Coffee & Infusions: £1.50 per person
Fresh Filter Coffee: £0.25 per person
Biscuit Plate: £0.50 per person
Bottled Water 500ml: £0.80 per bottle
Bottled Water 1.5l: £2 per bottle
Fruit Juice: £4 for 8 people
Fresh Cake: £2 per person
Lunch: £6-£12 per person
Light Buffet: £4-£8 per person

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