

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

OUTREACH SERVICES & WORKSHOPS

TERMS AND CONDITIONS

These terms and conditions set out the basis on which Nonsuch Theatre Limited (“we” or “us”) will provide workshop and outreach services (“Services”) to customers (“you”).

Bookings

1. Requests to book our Services (“Bookings”) should be made via email contact with outreach@nonsuchtheatre.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 our Services (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 our Services, monthly in arrears.
 - b) in relation to Bookings of more than 5 days use of our Services, payment must be received 14 days in advance of the booking.
6. Payment is accepted by BACS or cheque on receipt of an invoice. Cheque payment must be received 10 working days prior to the payment date.
7. All invoices are issued with a 30 day payment period, if payment is not received within this time a new invoice will be issued with a late payment fee of £40 per 30 day period as outlined by the Late Payment of Commercial Debts Regulations (2002).
8. If our services are provided at no cost due to funding being provided by an external organisation, the services will remain chargeable until all conditions of the funding arrangement have been met. If the funding conditions are not met you will remain liable to the full payment of the services provided.

The Services

9. Our Services are provided as stated in this confirmation, you are responsible for ensuring that the stated information is correct at time of booking and that all necessary information that could affect the nature of the booking is provided to at least 7 days in advance.
10. We will only make or allow alterations to the Services if we agree in advance and certain conditions (such as additional charges) may apply.

Use of our Services

11. You must:
 - a) obtain any licences or consents You need in order to for participants to take part in the Services, including the completion by all participants of a medical and photographic release form, which we can provide upon request;
 - b) provide Us with an appropriate space for the Services, accounting for the size of group and needs of the course as well as an appropriate risk assessment for the space in which the Services will be delivered;
 - c) pass on any information we ask to be communicated to participants in advance of the Services taking place;
 - d) ensure participants are dressed appropriately and that they have access to water if necessary;
 - e) ensure that there is a main point of contact at the location where the Services will take place throughout the booking. Emergency procedures should be shared prior to the booking as well as information regarding First Aiders and Fire Assembly Points.; and
 - f) ensure that if participants are under the age of 18 or in a group of more than 25, that there is an appropriate number of staff present to support the delivery of the Services.

Insurance

12. Nonsuch Theatre Limited has full public liability insurance for our staff and directors. If the Services are being provided by a freelance facilitator on behalf of Nonsuch Theatre Limited and not an employee, the Services will be covered by the freelance facilitator’s individual public liability insurance. You must ensure that the facilities in which the Services will be take place have appropriate insurance; Nonsuch Theatre Limited will not be liable for any damage created by participants.

Nonsuch Theatre Limited is a not for profit company limited by guarantee in England and Wales.

Offices & Postal Address: N_SPACE, 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@nonsuchtheatre.com

References

13. 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

14. 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) more than 30 days in advance, no charge unless travel and accommodation have been booked, then this amount will be liable.
 - b) less than 30 days in advance, 50% of the total cost of the Booking plus expenses.
 - c) less than 7 days in advance, 100% of the cost of the Booking as stated in this confirmation and expenses.
15. 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.
16. We can cancel a Booking at any time if our Services 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.
17. If you fail to comply with these terms and conditions or to ensure that others do so, we can terminate your right to use our Services without incurring any liability to you.
18. We may terminate your Booking if we think that our Services may risks injury to any person or damage to property.

Compensation

19. 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:
- a) any damage to property or injury to person caused during your Booking of Our Services (unless the damage or injury was due to our fault or negligence);
 - b) your failure to comply with any relevant legislation.

Our Responsibilities

20. 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.

Copyright

21. Nonsuch Theatre Limited owns copyright on any work created (whether written, electronic or artistic) during the delivery of Our Services. Nonsuch Theatre have permission to take images and videos during the sessions which can be reproduced for documentation and promotional purposes of Nonsuch Theatre and Our partners. These may also be used by You with written permission from Nonsuch Theatre Limited.

Other Important Terms

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