

## **Arch 468**

### **Terms and Conditions of use.**

Please be aware that in hiring or agreeing to hire Arch 468 you are entering into a contract. The terms and conditions that follow form the basis of that contract and any individual or organisation (including their guests and associates) in breach of them will be held legally responsible and liable for the cost of reparation of any damage(s) physical or otherwise that they may cause.

1. To confirm a booking, we require a 50% deposit which is non refundable. We do not guarantee to hold dates until a deposit has been received.
2. All payments are non refundable once made.
3. Short-term bookings made less than a week in advance must pay the balance in full as soon as possible after booking and in all cases before entering the space.
4. Please bear in mind that your agreement (verbal or otherwise) to hire the space constitutes a contract conducted on the basis of these terms and conditions and should you cancel, you will be liable for 50% of the total booking cost. Please note that the 50% deposit fee becomes due the moment you ask us to hold dates on your behalf and is payable in all cases. Where necessary we will pursue remuneration through legal channels.
5. The balance due for the cost of hire must be paid and cleared before taking possession of the space on the first day of the booking.
6. You will be asked to agree a time to collect the keys of the space on or before the start of your booking. We require 24 hours notice to any change to this time. Wherever possible, please inform us if you may not be on time. If you are more than 20 minutes late we cannot guarantee to wait for your arrival. Your booking for that day may be cancelled and you will be invoiced for the **full cost** of the booking.
7. Anyone hiring Arch 468 must leave the space clean and tidy, putting rubbish in the bin and washing any cups or utensils used for refreshments. At the end of your session, you should empty the bin and put in a clean liner bag, leaving the full bags on the pavement of Coldharbour Lane outside the front gates.
8. Littering (including cigarette butts) in the lane and areas surrounding the arch will not be tolerated. You are responsible for leaving the space and its surroundings in the condition you found it. To this end,

basic cleaning materials and apparatus are provided to cope with accidental spills etc...

9. Any individual or organisation given a set of keys because of a long-term booking must follow the steps on the 'Closing Up' sheet located on the wall inside the arch. Any costs or damages resulting from a failure to 'close up' properly will be the responsibility of those hiring the space. The front of the Arch is under 24 hour CCTV surveillance to monitor this.
10. If you have a short term booking and have not been given a set of keys, you should arrange in advance with us for us to meet you and close the space as you leave. If you finish ahead of schedule, telephone Rebecca on 07973302908 or Andy on 07983444032 and wait for them to arrive **before leaving the arch**.
11. **At no time** should the arch be left open and unattended. Those hiring the space will be held wholly responsible from any loss or damage resulting from such negligence.
12. The toilet keys are kept on a hook just inside the kitchen door. These must be returned at the end of each session. Lost keys will be invoiced at the cost of replacement.
13. Those using Arch 468 should respect the space and its contents. We reserve the right to invoice visiting companies or individuals to recover the cost of repairing **any** damage caused. Do not affix anything to the **floor** or the **curved walls**. It will damage them and cause them to leak. If you need to put up notices, please do so on the vertical wall in the alcove.
14. **DO NOT MOVE THE PIANO**. It is steel-framed and very heavy. Moving it will damage the carpet and may result in injury.
15. If you or one of your guests or associates damages something, you must let us know immediately by phone, text or email so that we can get it fixed. A failure to inform us may result in all future bookings being cancelled and your payment retained. We reserve the right to charge visiting companies for the cost of repairing **any** damage they cause. We will pursue payment for reparation of damages through legal channels if necessary
16. **NO PARKING** is allowed in the lane at any time. Failure to comply with this condition may result in the immediate termination of your booking without refund. The lane is under CCTV surveillance to aid in the enforcement of this condition.
17. The hire agreement is for the space contained in the arch and use of the communal toilets. You may not rehearse outside or 'go exploring'

- into other areas – they are private property and you have no legal right of way. Anyone trespassing may be prosecuted.
18. Those using Arch 468 must not block the lane or cause a nuisance to our neighbours in any way. We reserve the right to cancel any bookings (without refund) from companies about whom complaints have been received.
  19. Arch 468 is a functioning theatre. On occasion, we may store set or props in the space during your tenancy. You should not touch or move these items without the prior agreement of the Arch 468 management. Stored items will occupy (and may fill) the mezzanine and/or alcove but will not encroach on the main rehearsal space.
  20. Companies hiring Arch 468 for rehearsals may not store ANYTHING in the Arch without prior permission. Arch 468 accepts no responsibility for any damage or loss of items left in the Arch.
  21. It is illegal to smoke inside the premises.
  22. Arch 468 is covered by a public liability insurance policy. However, those hiring the space should purchase their own insurance in addition.
  23. We accept no liability for any loss or damage to possessions while using the space,
  24. We accept no liability for any injuries sustained while using the space.