



## Passionate about creative collaborations

This form will allow us to hold the room for your event but it is not however a confirmation of your booking. Bookings will only be confirmed when a contract has been signed.

Client / Organisation name:	
Contact person	Telephone
Email	Fax
Postal address	
Event name	Date/s of event
Space/s required (large rehearsal space / editing room / kitchen)	
Provisional catering requirements (tea/coffee etc)	
Provisional timings	
Provisional technical requirements (projector /PA/Laptops etc)	
Expected number of guests or delegates	
Additional information (including room set-up, further technical requirements etc)	

Newcastle Arts Centre, Black Swan Court, 69 Westgate Road, Newcastle upon Tyne, NE1 1SG

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## Condition of hire

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### **1. Price Payment**

1.1 The Hirer shall pay to Skimstone the sum specified in the Acceptance Form.

### **2. Purpose**

2.1 Skimstone is not prepared to let rooms where it is satisfied that the safety of the buildings and the public cannot be ensured;

- (i) that the use will ferment racial hatred or discrimination;
- (ii) that the use is by an anti-democratic or neo-fascist group, or supporters of terrorism in general;
- (iii) that the use is by a group acting outside the law or in a way that is offensive to public taste and decency.

2.2 The Hirer must only use the premises for the purposes stated in the Application for Hire subject to any amendments by Skimstone

### **3. Rights Reserved By Skimstone**

#### 3.1 Non-observance of Conditions

In the event of any non-observance or non-performance from whatever cause of any of the conditions of this Agreement the Hirer or his servants may be excluded from the premises until such non-observance or non-performance is remedied to the satisfaction of Skimstone. Such exclusion shall not relieve the Hirer from his obligations under this Agreement.

If the Hirer fails to remedy the breach to the satisfaction of Skimstone then Skimstone may terminate this Agreement immediately without prejudice to the rights of the Service under this Agreement, and without liability for payment or compensation to the Hirer.

### 3.2 Cancellation of Bookings

Skimstone may terminate this Agreement at any time on giving the Hirer seven days' written notice. The Hirer shall then be entitled to a full refund of all monies paid but shall not be entitled to any other payment or compensation.

A booking may be cancelled by the Hirer giving to Skimstone one month's previous notice in writing of the intentions to cancel. If such notice is not given the Hirer will be required to pay the balance of the hiring charge.

### 3.3 Right of Entry

Skimstone reserves the right of entry for the Artistic Director or anyone acting on her behalf at any time including Fire Brigade or Police Officers whether in uniform or not.

### 3.4 Refusal of Admission

Skimstone reserves the right for any nominated official to refuse admission to, or remove from, Studio Rooms any person who is disorderly or objectionable.

## 4. Indemnity

4.1 The Hirer shall fully indemnify Skimstone against all claims, costs, charges, damages or expenses arising from injury to persons or property as a consequence of the performance of this Agreement by the Hirer.

4.2 The Hirer shall fully indemnify Skimstone against all claims or liability as a consequence of breach of copyright or any other breach of agreement or law as a consequence of the performance of this Agreement by the Hirer.

## 5. General Conditions

### 5.1 Charges for Damage or Loss

In the event of any damage to, or removal or theft from the premises of any fittings, fixtures, furniture or other property of Skimstone during the period of hire, or consequent upon the hiring, the Hirer shall pay to Skimstone the cost of replacement or recovery of the same. The Artistic Director, or officer acting on her behalf, shall be sole judge whether any loss or damage has been done or caused and whether such damage was done or caused during the period of hire, or was consequent upon or arising in any way out of the hiring and of the cost and expense of an incidental to reinstating and making good the same.

### 5.2 Liability for Damage or Loss

Skimstone does not under any circumstances accept responsibility for any damage to or loss of any property, articles or things whatsoever placed or left upon the premises by the Hirer or for his use or purpose or handled by staff at the Hirer's request. The Hirer shall exempt Skimstone from and against all loss, damage, actions, proceedings, suits, claims, demand, costs, damages and expenses in respect of any injury to or the death of any person, damage to any property moveable or immovable, the infringement, disturbance or obstruction of any right, easement or privilege or otherwise by reason of or arising in any way directly or indirectly out of the use of the premises in pursuance of the hiring.

### 5.3 Fire Risk

The Hirer shall not cause or permit (either by act or omission) anything whereby the fire risk to the premises or their contents is increased beyond that covered by Skimstone's policies or which may invalidate or affect any insurance policy of Skimstone or cause an increased or extra premium to be paid and shall pay on demand to Skimstone:

(i) all sums paid by Skimstone by way of increased or extra premium;  
(ii) all loss, costs and expenses sustained or incurred by Skimstone in and about any renewal or continuance of any such insurance or policy by reason of any breach of non-observance of this condition;

(iii) The Hirer shall be liable for all loss or damage upon or arising out of the destruction or any damage of or to the said premises or any part thereof or any adjoining or neighbouring property thereof or by reason of payment of any policy or insurance moneys being refused in whole or in part of consequence or arising in any way out of any breach or non-observance of this condition.

### 5.4 Electrical equipment

No electrical equipment will be used by the Hirer unless it has been tested by an approved or suitably qualified person within the last twelve months prior to the date of hire. The Hirer will provide details of the testing (Electricity At Work Regulations).

### 5.5 Litter

The Hirer shall ensure that no litter is left in or about the premises at the end of the hiring period, and that all areas of the building used are left clean and tidy.

## 6. Observance of Conditions

The Hirer and every person admitted to the premises during the hiring shall in every respect strictly observe and perform any regulations now in force or at any time hereafter made, or issued, by Skimstone relating to the premises and orders and directions of the Artistic Director, or officer acting on her behalf.