

Thank you for choosing The Gate for your event. It is important that you understand your legal obligations when you make a booking with The Gate.

The definitions below are the definitions of the words used in these Terms and Conditions:

<i>Event</i>	<i>Conferences, dinners, lectures, meetings, presentations, receptions and seminars held in The Gate on the date specified in the booking form</i>
<i>Event attendees</i>	<i>Any person who will be attending your event including staff, guests, speakers and suppliers or anyone else operating on your behalf</i>
<i>Facilities</i>	<i>Any property including The Gate and any sound, projection or other equipment belonging to The Gate</i>
<i>The Gate Trust - We, us, our</i>	<i>The Gate Arts Centre, of Keppoch Street, Roath, Cardiff, CF24 3JW (charitable company limited by guarantee registered in England and Wales under No 4118613 and Charity Number 1090915</i>
<i>Services</i>	<i>Includes audio visual equipment hire and support, catering and other business services specified on the booking form</i>
<i>Total Hire Costs</i>	<i>The room hire fee(s) together with any other charges for services associated with the Event as set out in the booking confirmation</i>
<i>The Gate Arts and Community Centre</i>	<i>The Gate and any room(s) or other accommodation within it or the grounds and car park surrounding it</i>
<i>You, your</i>	<i>The person, organisation or company who will be hiring and using The Gate for the Event</i>

- 1. A Binding Contract:** The contract is between you and us. You accept responsibility for paying all charges arising under this contract. The contract is governed by English Law and any relevant regulations of The Gate. You may not transfer your rights or responsibilities under this contract to any other person or organisation.
- 2. Making a Booking and Booking Deposit:** All prices are normally quoted exclusive of VAT. All bookings made with us are granted strictly for the purposes specified on the booking form and will be accepted only following receipt of the completed booking form signed by you together with a non-refundable deposit of 25% of the total hire cost. Your booking will be confirmed to you together with a unique booking reference which should be quoted on any subsequent correspondence. By signing the booking form you agree to pay the remaining 75% of the total hire cost no later than 14 days before the event.
- 3. Cancellation:** We reserve the right to cancel the Event for reasons that are beyond our control. If this happens we will make every effort to offer you a suitable alternative date. We also reserve the right to cancel this contract without liability to you if you are in arrears of previous payments or The Gate Trust becomes aware of any significant change in your circumstances or the event content that would adversely affect the reputation of The Gate should your event proceed. The Gate reserves the right to refuse any booking without giving reason and without liability. If you decide to cancel or postpone the event you will still be liable to pay the following charges:

<i>Written Notice Received By Us (In working days)</i>	<i>% of Total Hire Costs Payable By You</i>
<i>More than 45 days</i>	<i>No charge</i>
<i>Between 30 - 44 days</i>	<i>25%</i>
<i>Between 14-29</i>	<i>50%</i>
<i>Less than 14 days</i>	<i>100%</i>

- 4. Opening and Closing Times:** Your event will start and end at the times specified on the booking form, and all your event attendees will have vacated the building no later than 30 minutes following the end of the event. We will charge you for any facilities or services used outside the times agreed in writing.
- 5. Catering:** You are required to use a caterer approved by us from time to time and it is your responsibility to confirm catering and agree on all costs with us prior to the event. The Gate cannot accept any liability for any extra costs connected with catering. It is your responsibility to inform us of final numbers for your event and to comply with the caterer's conditions. You or your event attendees are permitted to bring food into the Gate, but only with our prior agreement.

6. **Use of The Gate:** The following are not permitted at The Gate: smoking; animals (except guide dogs); signage fixed by you to any wall, fixture or fitting other than that specifically authorised in advance by The Gate; encroachment into areas not included on the booking confirmation; obstruction of any corridors, fire escapes, toilets or any other area of The Gate; the display of any offensive material.
7. **Behaviour of Event Attendees:** You will make sure that your event attendees behave in such a way that they do not cause a nuisance or unreasonable disruption to The Gate, our employees, or to anyone else using or visiting The Gate and we reserve the right to terminate the stay of the person(s) involved or all event attendees.
8. **Liability:** You agree to pay any loss or liability of any kind to us or any other person caused by you or any of your event attendees and to indemnify The Gate in full against all injury (including death) to any persons or loss of or damage to any property which may arise out of any negligence, act of omission by you or your event attendees. If any damage caused by your event prevents facilities and services being used whilst the damage is made good, you will be charged for any revenue lost during this period. We advise that you obtain insurance and are fully insured against all losses or liabilities. We cannot accept responsibility for loss of or damage to property or vehicles belonging to you or any of your event attendees, however caused.
9. **Services provided by other parties:** We may, at our discretion, arrange services to be provided by another person or organisation at your request but any resulting contract is between you and the person or organisation providing the service. The Gate cannot accept any liability for any costs connected with services you arrange directly with other providers.
10. **Using The Gate's name without permission:** You may not use the name of The Gate, our logo, or any photographs of our premises, internal or external, without our prior written permission.
11. **Health and Safety:** You must not allow any unauthorised personnel to use the facilities covered by the booking and ensure that all event attendees comply fully with our Health and Safety policy. You must ensure that arrangements are in place for any medical emergencies and provide a qualified (Red Cross or St, John's Ambulance) first aider for any event with more than 100 event attendees.
12. **Temperature:** All rooms heat up when groups of people congregate and electrical equipment is used. Although we will take all reasonable action to provide a pleasant environment for your event we make no guarantees relating to the temperature of air flow in any room.
13. **Electrical and Technical Equipment:** Any equipment you bring in must have a current PAT certificate. If you use our technical equipment (PA, Lighting, Video) you must use one of our staff. A basic level of provision can be set-up in advance at no extra cost if booked in advance. If you require a member of staff present during your event or for more complicated setup you will be charged for this. Very occasionally we allow suitably qualified and experienced outside staff to use our equipment. In this case there will be a charge for its use and all of our equipment must be returned in a standard state (eg cables coiled and taped, lighting in a standard layout and focus). If you do not do this or if any of our equipment that you use (including cables and microphones) is not returned you will be charged for the equipment and at the rate of £25 per hour to return it. If you do not request an engineer or bring one with you we cannot guarantee any level of technical provision.
14. **Noise:** Since The Gate is in a residential area there are limits on how loud your event can be. These limits decrease later in the evening. Our staff will monitor the sound at specified points using a sound meter and if it is too noisy you will be instructed to decrease the sound. If you do not then you will be charged £50 per 15 minutes or part thereof that you do not decrease the sound. If you persist we may stop your event immediately and you and all of the event attendees asked to leave. In this case you will still have to pay all sums due including additional charges relating to noise. Please ask if you need more details.
15. **Music:** If your event includes music of any kind you will need to complete a Performing Rights Society form and return it to us in advance of your event. If you do not return it you will be charged an additional £50 to cover our costs relating to this.

To the best of my knowledge and belief the particulars given on this form are a correct Any additional requirements must be agreed in writing with The Gate.

Title of your event: Date of your event:

Signature: Date of Signature:

Name: Company (if appropriate):