

BOOKING AGREEMENT TERMS AND CONDITIONS

Maggie Large Gallery and Studio

The GALLERY is operated and managed by Maggie Large referred to throughout this agreement as "MAGGIE LARGE"

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Kitchen and Toilet Facilities

Wifi throughout the building

Access to and use of the premises
Keys and code to activate the SECURITY ALARM

A comprehensive track lighting installation

Wall heater

A hanging system to display artwork

Wi-fi throughout the building

Promotion of your event through the maggielarge.co.uk website and social media sites

Event fee

This agreement will not take effect and the booking will not be secured until half the total event fee due is received; the balance of the fee must be paid three calendar months before the event; we reserve the right to cancel your booking and retain your part payment if the event fee is not paid by the due date. If you make a booking with us and subsequently decide to cancel we will refund a percentage of your fee as set out below:

More than six calendar months before the event – 100% More than five calendar months before the event - 80% More than four calendar months before the event – 60% More than three calendar months before the event – 40% Less than three calendar months before the event – 0%

3. Deposit

A deposit of £50 must be paid in full seven days before the first day of the booking; this will be returned in full within seven days subject to return of the keys, ALARM FOB and the premises being left clean and undamaged including the suspension cords for the hanging system which should neither be knotted nor bent.

4. Banking

Payments should be made by cheque or electronic funds transfer TO ACCOUNT NUMBER AND SORT CODE deposits will be returned by electronic funds transfer.

5. Permitted Hours

08.00hrs – 22.00hrs

6. Terms

- a) MAGGIE LARGE GALLERY agrees to the event organiser having use of the premises for the named event during the Permitted Hours
- b) The premises shall remain in the possession of MAGGIE LARGE at all times.
- c) The event organiser is not permitted to assign or transfer this agreement at any time.
- d) Failure to comply with the safety and security notices will result in the Booking Agreement being cancelled with immediate effect.
- e) MAGGIE LARGE shall provide to the event organiser the Facilities and Services subject to any shortage of supply, severe weather implications, or similar causes restricting or suspending the supply of such Facilities and Services ARE beyond MAGGIE LARGES control.
- f) At the expiry or termination this agreement the event organiser shall return the property to MAGGIE LARGE in a clean and tidy condition.
- g) Any accidental damage caused to the MAGGIE LARGE GALLERY by the event organiser or an associate or employee of them that renders the MAGGIE LARGE GALLERY unusable for more than 48 hours shall render this agreement terminated; in that case the MAGGIE LARGE will return a proportion of the booking fee.
- h) The expiry or termination of this agreement shall not overrule the obligations of the event organiser to MAGGIE LARGE.
- l) Any dispute arising between the Licensee and Owner under this Deed shall be referred to arbitration under the Arbitration Act.

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7. Management of the event

The event organiser is to be fully responsible for the day to day management of the event including all safety and security related matters; in particular the organiser must:

- a) Prepare a risk assessment in conjunction with MAGGIE LARGE prior to the event
- b) Maintain the premises in a clean and tidy manner at all times and report any faults to MAGGIE LARGE
- c) Strictly adhere to all security procedures implemented by the MAGGIE LARGE and not allow any illegal activities to take place within the premises; in particular keep the premises staffed at all times, ensure the fire doors are kept clear at all times and lock and SET THE ALARM when you leave the building.
- d) Not use the GALLERY for an auction sale, activities of a dangerous or destructive nature whether lawful or otherwise or the sale of food and drink;
- e) Not cause nuisance or annoyance to any neighbouring persons or properties;
- f) Not alter or allow any person to alter the GALLERY in any way without the written

consent of MAGGIE LARGE management with the exception of the necessity to comply with the law;

g) Not make any fixings to the building fabric without the express permission of MAGGIE LARGE

h) Pass on all correspondence to the MAGGIE LARGE management regarding the

Property as soon as is reasonably practical;

8. Insurance

MAGGIE LARGE maintain full insurance cover for the building and any risks associated with the MAGGIE LARGE business. We expressly do not cover event organisers with any risks associated with their event – this could include loss or damage to their property or those taking part in the event together with any third party accidents and subsequent claims. For their own protection the organiser should take out their own event policies which MAGGIE LARGE are happy to advise on.

9. Jurisdiction

This agreement has been construed in accordance the laws of England and Wales. Any dispute arising under this agreement shall be subject to the laws of England and Wales.

Signed:.....(on behalf of MAGGIE LARGE)

Print Name:.....
MAGGIE LARGE/ KATE PERKINS.....

Dated

Signed:.....(the event organiser)

Print Name:.....

Dated

Witnessed By: Signed:.....

(Witness) Print Name:.....

Address:.....

.....

Dated

1ST APRIL 2017