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WWW.BALLROOMARTS.ORG

TERMS AND CONDITIONS FOR THE HIRE OF BALLROOMARTS

The terms and conditions set out below apply to the hire of The Ballroom and / or the Courtyard Gallery at BallroomArts. The term 'the venue' is used throughout to refer to the hire of both The Ballroom and the Courtyard Gallery.

These Terms and Conditions and the BallroomArts Booking Form together constitute an Agreement between the Licensee, as named on the Booking Form and Urban Resolve Ltd, owner and manager of BallroomArts, the Licensor.

General: The Licensee agrees to hire the venue on the dates and for the purposes agreed and set out in the Booking Form and in accordance with the terms and conditions outlined below.

Purpose of Hire: The purpose of the hire as agreed with the Selection Team is stated in the Booking Form. Any change will need to be agreed with Urban Resolve Ltd.

Fees and Payment Terms: Weekly hire rates plus Vat are as stated in ballroomarts.org. When a provisional booking request is approved by the Selection Team, the named Licensee will receive a Booking Form, an invoice for 50% of the hire fee which must be paid within 10 days to secure the booking and a copy of the Terms and Conditions.

The second invoice for the balance of the hire fee plus Vat for the full hire amount will, as of January 2022, include a refundable deposit against damages to the building caused by the Licensee. This invoice will be issued 21 days prior to the start date of the hire period and must be paid within 7 days. Overdue accounts will be charged at 4% per week.

All payments must be made to Urban Resolve Ltd via BACS Transfer in £GB. We do not accept cheques for payment.

A BallroomArts staff member and the Licensee will confirm any requirements and costs for repair and all or part of the deposit will be repaid within a month via BACS only to the account details provided by the Licensee.

Cancellation

If the Licensee cancels the Agreement, for reasons other than force majeure within six weeks of the booking start date, a cancellation fee of 100% will be payable. Urban Resolve Ltd will have no liability to the Licensee to the extent it is prevented from making The Ballroom and/or the Courtyard Gallery available during the whole or part of the hire period due to circumstances beyond its control.

Covid Compliance

Both BallroomArts and the Licensee are responsible for complying with all regulations set by the UK government during the hire period. Should Covid guidelines dictate BallroomArts must close during the hire period, the Licensee will be refunded in full for any payments made.

License Agreement

The Licensee must have the full right and authority to enter into the Agreement, as a sole exhibitor or as the principal representative of a group. The venue will be available exclusively to the Licensee during the booking period unless otherwise agreed. The Licensee commits to not transferring the License Agreement or subletting the venue.

Licensees are responsible for all staffing and equipment requirements during the hire period.

A contact name and number will be made available to the Licensee for the booking period for instruction or on site support for any disruption or faults to the facilities and services included in the License Agreement.

BallroomArts venue instructions manuals will be available on site.

The Licensee is responsible for securing a Recorded and Live Music license and/or a license to sell alcohol. See www.gov.uk/temporary-events-notice for details.

When The Ballroom and the Courtyard Gallery are hired by separate licensees over the same booking period, both parties will show respect and consideration for the use of all shared facilities.

Insurance

BallroomArts is covered by public liability insurance.

The Licensee or principal representative of a group must show proof of insurance against theft and third party liability for all artworks, stock and equipment brought into the venue and for equipment provided by BallroomArts, with the signing of the Booking Form. The Licensee is responsible for their actions.

Security

Licensees will take responsibility for the security of the venue and all artworks during their hire period..

Access

Details of access, keys and alarm systems will be provided shortly before the first day of the booking period unless otherwise agreed. There will be a charge for replacement keys.

Disabled access to The Ballroom is via the lift which can accommodate 4 people, total weight 400kg.

Opening Hours

BallroomArts can be open seven days a week from 10.00 to 22.00.

Licensees will set, advertise and manage opening/closing times for their show/event.

Note: When The Ballroom and the Courtyard Gallery are hired to separate Licensees, both parties are expected to consider any issues regarding different opening/closing times.

Additional charges

Any additional technical support will be charged at £25 per hour.

Maintenance

The Licensee, all exhibiting artists and event organisers will endeavour not to cause any damage whatsoever to the fabric of the building exterior or interior. Nails and other fixing devices are absolutely not allowed on the exhibition walls or the plinths. Stas system hanging cords should be wound behind artworks, not cut. Use only White Tack, do not use Blue Tack which leaves a stain. Licensees should take care with positioning and removing any labelling or signage placed on the walls, leaving the walls clean for the following users. A hand trolley is provided for shifting the plinths.

Licensees will be liable for any costs for repair, redecoration or replacement.

You will be responsible for leaving the venue/s clean as found and all rubbish removed.

Additional cleaning if required will be charged at £25 per hour.

Parking

Licensees have limited use of courtyard parking for one vehicle, for delivery and removal only. Please note, we share this courtyard with our neighbour, the restaurant L'Escargot Sur Mer. Free 2 hour parking is available on the High Street. King Street Car Park, directly opposite Ballroom Arts is Pay and Display in operation Mon-Sun 08:00-18:00 using cash or RingGo app.

Storage

There is limited storage space in BallroomArts in the Reception area and Licensees should plan to accommodate for additional storage within their BallroomArts venue/venues.

Health and Safety

The Licensee is responsible for managing the recommended capacity of the venue/s; 100 people in The Ballroom and 40 people in the Courtyard Gallery. Licensees and exhibitors agree to abide by all Covid guidelines applicable during the hire period.

The Licensee is fully responsible for their actions and the use of supplied equipment. Common sense must prevail.

BallroomArts and the Licensee agree to comply with the Health and Safety at Work Act 1974

Any electrical apparatus brought in by the Licensee to be used in the venue/s must include proof of testing and compliance with the Provision and Use of Work Equipment Regulations 1992

Any malfunction or damage to Ballroom Arts equipment and facilities must be reported to Ballroom Arts staff immediately by email or text.

The Licensee or principal representative of a group will notate any accidents in the BallroomArts Accident Book and will notify BallroomArts staff of any accidents.

Fire escape stairs and escape routes must be kept clear at all times.

Smoking is not permitted in any part of the Ballroom Arts.

Guide dogs are allowed. The Licensee will determine whether or not dogs, under close supervision, are to be allowed, and will take full responsibility.

Press and Marketing

BallroomArts will promote each 'open to the public' show on the website's What's On page, with one image and text provided by the licensee. Publishing dates will be within one month prior to the show start date. BallroomArts shows are also promoted via our social media, and as listings in a range of online arts and events sites which currently include Arts Council News, a-n news, Art Rabbit, Aldeburgh Gazette, Waveney & Blyth Arts website, Visit England website.

As part of BallroomArts overall promotion, at our discretion, we may include details of shows in regional and national press.

All other promotions are the responsibility of the licensee. The rental fee does not include mailing out the licensee's exhibition catalogues or any promotional materials.

The BallroomArts logo and the logo of the venue/s you are hiring will be provided and must be included on all your BallroomArts show promotional materials.

Posters

The archway and courtyard poster cases and branded BallroomArts A board are shared by The Ballroom and Courtyard Gallery Licensees.

The Ballroom Licensees can:

Display A2 posters (visible graphic size 400mm x 575mm) or A3 size in one or more of the archway poster cases, as agreed with BallroomArts, for one week prior to the start date, through the end date, unless otherwise agreed. And, Display an A2 poster in the BallroomArts branded A board.

Courtyard Gallery Licensees can:

Display an A2 poster (visible graphic size 400mm x 575mm) or an A3 size in the poster case adjacent to the gallery, as agreed with BallroomArts, for one week prior to the start date, through the end date, unless otherwise agreed. And, Display an A2 poster in the BallroomArts branded A board.

Licensees event signage in the reception area must be agreed with BallroomArts.

Any additional exterior signage or decoration is not permitted unless approved by BallroomArts.

Private Views

Licensees will plan and manage Private Views and / or additional events directly related to the use of the venue as agreed. At the discretion of BallroomArts, invitations may be sent via email to a selection of our mailing list.

Sales and Ticketing

As BallroomArts does not take a commission on sales of artworks, licensees must provide their own point of sale devices. For ticketed events, the Licensee is responsible for all requirements.

The Ballroom Facilities provided within The Ballroom rental agreement:

- * The Ballroom wall hanging area is 124m² (height of 3m)
Three additional double sided mobile display walls are 2.2 metres wide x 2.3 metres high each, add 26m² of usable display space
Two walls of the reception area and stair walls add a further 20m² wall display. Ground floor lobby and stair walls included with The Ballroom rental offer, add a further 20m²
The Ballroom rental hanging areas total 190m²
- * Spotlight positions are set to allow for an even wash on the walls and floor. Any adjustments must be approved by BallroomArts and repositioned by the Licensee prior to leaving the venue. Note: this is a new lighting system and Licensees will be liable for any damages to the lighting components, which will be costly
- * Stas hanging system, with standard nylon and metal cords
- * Shared use of 11 plinths and hand trolley
- * Under stair display area can be used by The Ballroom licensees
- * Served counter with shelves, a sink, small refrigerator, wine chiller for 40-50 75cl bottles
- * Shared use of ground floor Reception Desk
- * Standard and disabled toilets in the Reception area
- * Ladder suitable for 3m height walls, used by the Licensee at their own risk
- * CCTV
- * Wifi
- * Use of archway A2 poster cases for exhibition and event posters.
- * Shared use of BallroomArts branded A board
- * Use of Bin store, located in the courtyard

Courtyard Gallery Facilities provided within the Courtyard Gallery rental agreement:

- * Lockable sliding doors
- * Spot and general lighting positions
- * Stas hanging system with standard and heavyweight cords
- * Shared use of 11 plinths and hand trolley
- * Under stair display area can be used by Courtyard Gallery licensees, if agreed with BallroomArts
- * Served off the reception area, with sink, small refrigerator, wine chiller for 11 75cl bottles, electric kettle, microwave, glass wash unit
- * Shared use of ground floor Reception Desk
- * Standard and disabled toilets in the Reception area
- * CCTV
- * Wifi
- * Use of archway A2 poster cases for exhibition and event posters
- * Shared use of BallroomArts branded A board
- * Use of Bin store, located in the courtyard

Terms and Conditions details as at February 2022.