Headway ArtSpace

Terms and Conditions of Hire

The following Terms and Conditions of Hire form the basis of the Booking between the Hirer and Headway Arts. These Terms and Conditions apply to all bookings at Headway ArtSpace and must be agreed to in writing by the Hirer before Headway Arts will make any confirmations.

1. Booking
    a. Headway Arts reserves the right to decline any Space Hire or part thereof at any time without liability.
    b. All bookings will be treated as provisional until a signed Space Hire Agreement is returned to Headway Arts and countersigned by Headway Arts' Chief Executive or Creative Director.
    c. Use of the space(s) detailed on the Space Hire Agreement does not imply any right to use any other part of the building for storage or any other access.
    d. Room set-up is the responsibility of the Hirer. Support can be given if agreed in advance on the Space Hire Agreement.

2. Extras
    a. Hire of equipment will incur an additional charge.
    b. Hire of equipment should be arranged in advance and is at the discretion of Headway Arts.
    c. Equipment considered 'extras' includes but is not limited to: Laptops, Cameras, Flipcharts, Markers, Printing, Photocopies, Telephone, Speakers, PA, Microphones, Theatre Lighting.

3. Deposit
    a. Headway Arts reserves the right to request a non-refundable deposit for all bookings.
    b. Bookings where a deposit is required will be treated as provisional until the deposit is received by Headway Arts.

4. Fees and Payment
    a. Headway Arts will agree an acceptable hire rate with the Hirer prior to confirmation of booking.
    b. A payment date may be agreed on the Space Hire Agreement. If no date is specified on the Hire Agreement the date specified on the invoice will apply.
    c. Current rates of hire are available from our office.
    d. Rates of hire are subject to change without prior notice.
    e. Payment can be made by cash or BACS, as detailed on the invoice.

5. Hire Times
    a. Hire times which have been agreed on the Space Hire Agreement must be adhered to.
    b. The hired space must be clear of all the Hirer's property and in a clean and useable condition by the time stated on the Space Hire Agreement.
    c. Any additional cleaning required to bring the space into a clean and useable condition will be charged to the Hirer.
    d. Earlier than agreed start times or later finish times will be subject to an additional charge.
    e. Headway ArtSpace is open 9am to 5pm, Monday to Friday. The Hirer must make it known the Headway Arts if they intend to use a hired space outside of these hours.

6. Keys
    a. Keys will be issued at the discretion of Headway Arts.
    b. The Hirer must sign a Key Holder Agreement before any keys can be issued.
    c. Keys must be collected from Headway ArtSpace during normal office hours, unless otherwise agreed with Headway Arts.

7. Access
    a. The upper floors of Headway ArtSpace are not currently accessible to those with limited mobility.
    b. The accessible entrance is through the garden (on the Waterloo Road side of the building) directly into the White Studio.
    c. The Hirer and their guests are politely asked to keep disruption to a minimum should there be other groups using the White Studio.

8. Amenities
    a. There is a kettle and microwave available for use in the downstairs kitchen.
    b. Tap water suitable for drinking is available in the downstairs kitchen.

9. Use of Internet
    a. Use of Headway Arts' internet connection is not guaranteed.
    b. The Hirer and their guests must agree and adhere to Headway Arts' Guest Internet Usage Policy if they intend to use Headway Arts' internet connection.
    c. A copy of the Guest Internet Usage Policy is pinned to the downstairs kitchen noticeboard and available from the office on request.

10. Event Numbers
    a. The maximum capacity of Headway ArtSpace is currently 200 people. This includes anyone in the building, not just within the hired space or group.
    b. Each room also has a maximum capacity which must not be exceeded.
    c. The Hirer must make known to Headway Arts how many people are expected at the event/activity at any one time as a matter of health & safety.
    d. The Hirer is responsible for managing the capacity of their own event/activity.

11. Prohibited substances & activities
    a. It is against the law to smoke on the premises.
    b. Vaping is not permitted on the premises.
    c. Please do not smoke or vape in the entranceways.
    d. Alcohol cannot be sold on the premises unless the Hirer is licensed to sell alcohol AND has a signed agreement with Headway Arts stating that alcohol will be sold.
    e. The Hirer is responsible for obtaining any necessary licenses or checking with Headway Arts which of Headway Arts' licences may or may not cover your event/activity.

12. Damage
    a. The Hirer will be held responsible for any damage caused to the premises or equipment by their employee, participant or guest involved in a careless act and must pay the total amount required to make good any such damage.
    b. Headway Arts cannot be held responsible for any loss or damage to the Hirer's property or that of their guests.

13. Cancellation or Changes to Agreement by Hirer
    a. All cancellations must be confirmed in writing to Headway Arts.
    b. Any deposits paid in respect of a cancelled booking are non-refundable.
    c. Changes requested by the Hirer will only be accepted if agreed in writing by the Hirer and Headway Arts' Chief Executive or Creative Director.
    d. Headway Arts reserves the right to impose cancellation charges as follows:
        i. 7 days or more prior to the commencement of the meeting, no charges will be made.
        ii. If less than 7 days' notice is given for the cancellation of a room hire a 25% cancellation fee will be charged.
        iii. Between 24-72 hours' notice prior to the commencement of the room hire a 50% cancellation fee will be charged.
        iv. If a room hire is cancelled within 24 hours 100% of the room hire will be charged.

14. Amendments or Changes by Headway Arts
    a. Circumstances outside of Headway Arts' control may make it necessary to change or cancel a booking.
    b. Where Headway Arts consider the change to be major the Hirer will be given the option to accept the change or receive a full refund of any deposit paid towards the booking.
    c. Headway Arts is not responsible for any costs, expenses or damages which may have been incurred by the Hirer or their guests as a result of the change.

15. Health and Safety
    a. All Hirers and their guests must adhere to Headway Arts' Health & Safety Policy.

b. A copy of Headway Art's Health & Safety Policy is pinned to the downstairs kitchen noticeboard and is also available from Headway Arts on request.

c. The Hirer must make themselves and their guests aware of the procedures to follow in case of a fire. Posters are positioned throughout the building.

d. Any Health & Safety issues must be reported to Headway Arts.

e. Any accidents must be recorded by the Hirer on an Accident Form and given to Headway Arts. The Hirer should also keep a copy, e.g. take a photo of the form.

16. Insurance and Liability
    a. To the fullest extent permitted by law Headway Arts will not be liable for:
        i. Any loss or damage to property of the Hirer or their guests.
        ii. Any inconvenience or loss caused to any party as a result of changes, cancellation or termination of bookings.
    b. Appropriate insurance cover should be obtained by the Hirer to indemnify Headway Arts against claims which may be made against it in respect of loss or damage which Headway Arts may suffer. Such insurance should also cover the risk of bodily injury or death to the Hirer, their guests, or any third parties.
    c. The Hirer should provide Headway Arts with a copy of the insurance certificate(s) before the date of hire.
    d. A Risk Assessment for the Hirer's event or activities is to be made available to Headway Arts on request.
    e. Any accidents are to be recorded by the Hirer on an Accident Form and given to Headway Arts. The Hirer should also keep a copy.
    f. Hirers are responsible for their guests and the guests' behaviour and welfare.
    g. Headway Arts reserves the right to refuse the use of any equipment we consider to be unsafe or a hazard to the public.

17. Hirer/Guest Conduct and Third Party Rights
    a. The Hirer and their guests must conduct themselves in a responsible manner with due consideration to any other guests, Headway Arts staff or participants, visitors or members of the public.
    b. The Hirer and their guests must refrain from any behaviour which would bring Headway Arts into disrepute or cause discomfort, risk or harm to others.
    c. Headway ArtSpace is a Grade II listed building which is used by vulnerable adults, children and young people. All Hirers and guests are asked to respect this environment and conduct themselves accordingly.
    d. The Hirer has an obligation to tell all guests and associated persons about these terms and conditions and ensure they comply with them.
    e. It is a condition of the Space Hire Agreement that the Hirer accepts these terms and conditions and has made all guests who are party to the Space Hire aware of them.

COVID-19 (Coronavirus)

a. Both parties acknowledge the ongoing risk COVID-19 presents and accept their obligation to comply with any official guidance from the UK Government.
b. Anyone displaying COVID-19 symptoms should not enter the premises.
c. The Hirer agrees that due to COVID-19 certain measures may have to be implemented, including but not limited to:
    i. a reduced number of people permitted on the premises at any one time
    ii. a requirement to wear masks
    iii. a requirement to socially distance
    iv. a restriction on activities that can take place on the premises
    v. a one-way system including a designated entry and exit route
    vi. a restriction on the provision of food and drink.
d. Official UK Government Guidance will be adhered to by all parties.
e. The Hirer agrees to be responsible for their guests adhering to COVID-19 measures.
f. The Hirer agrees to contact Headway Arts as soon as reasonably possible if a booking cancellation must be made due to COVID-19.
g. If Headway Arts makes a cancellation due to COVID-19 the Hirer will be entitled to a full refund of the room hire fee. Alternatively, the Hirer may choose to re-arrange the booking to a different date if the date is available and suitable for both parties.
h. Headway Arts is not responsible for any costs, expenses or damages which may be incurred by the Hirer or their guests as a result of COVID-19.